City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Regular Agenda

Ord. No. 1985 Reso. No. 2026-020

Tuesday, April 14, 2026
2:00 PM

Steelworkers' Auditorium
8437 Sierra Avenue
Fontana, Ca. 92335

City Council Meeting

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

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.

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

The City of Fontana is committed to ensuring a safe and secure environment for its residents to engage with the government. No oversized bags or backpacks (size limit of 14"x14"x6") will be allowed inside the 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. 1:00 P.M. CLOSED SESSION

A. 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (a) 26-0918
Case: Valdez v. City of Fontana USDC Case No.: 5:24-cv-002631-KK-SP

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8
Property: 16049 Arrow Blvd., (City Link Phase II)

City Negotiator: Phillip Burum, Deputy City Manager
Negotiating Party: Water of Life
Under negotiation: Price and terms of payment

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

CALL TO ORDER/ROLL CALL:

A. Call To Order/Roll Call:

INVOCATION/PLEDGE OF ALLEGIANCE:

A. Invocation/Pledge of Allegiance:

CLOSED SESSION ANNOUNCEMENT

A. Closed Session Announcement:

SPECIAL PRESENTATIONS/ CEREMONIAL:

A. **Mayor Warren and City Council to recognize Community Services Supervisor, Stan Clark, Community Service Coordinator, Zachary Tamayo and Southern California Municipal Athletic Federation, Executive Director, Bill Bant for their dedication and outstanding efforts in developing and organizing the "Surf & Turf" competition** — 26-0916

B. **Mayor Warren and City Council to recognize Gabriel Cancinos, Electrical and Safety gold medal winner at the ABC National Craft Championships** — 26-0930

C. **Mayor Warren and City Council to proclaim April 2026 as National Donate Life Month** — 26-0917

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 **26-0913**

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

Attachments: Attachment No. 1- City Council Meeting Minutes 03-24-2026.pdf
Attachment No. 2- Special City Council Meeting Minutes Goal Setting 03-31-2026.pdf

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

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

Attachments: Attachment No. 1- Resolution
Attachment No. 2- EXHIBIT A
Attachment No. 3- EXHIBIT B
Attachment No. 4- Vicinity Map

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

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

Attachments: Attachment No. 1- Fontana - APN 0191-161-25 PSA-c1.docx
Attachment No. 2- Vicinity Map.pdf

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

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

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

Attachments: Attachment No.1 Vicinity Map RNCTI.pdf
Attachment No.2 PSA Amendment (DE-25-91-SP).pdf

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

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

Attachments: Attachment No. 1-City of Fontana Reso Edits 040726.docx

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

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

Attachments: Attachment No. 1- NV5 Executed Task Order #2.1.pdf

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

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

Attachments: Attachment No. 1- 2025 FONTANA POLICE MILITARY EQUIPMENT INVENTORY For 2025.docx
Attachment No. 2- Fontana PD - AB 481 2025-2026 Annual Report on Military Equipment Usage.docx
Attachment No. 3- Fontana AB 481 Ordinance-c1-c1-c1.pdf
Attachment No. 4- 709 Military_Equipment-c1.pdf

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

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

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

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

Attachments: Attachment No. 1- PSA with MWD
Attachment No. 2- PUA with MWD
Attachment No. 3- PSA with Intex

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

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

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

Attachments: Attachment No. 1- Ralph Lewis Park - Fields 5 and 6 CMAS Proposal Material Only 03.09.26 (1).pdf
Attachment No. 2- Ralph Lewis Field.docx

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

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

Attachments: Attachment No. 1 - Final Draft of SCE Anchor Easement 73784A - For City Signature.pdf

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

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

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

Attachments: Attachment No. 1- Amendment No. 1 to the Regional Partnership Agreement.pdf
Attachment No. 2- Staff Report for Regional Partnership Amendment.pdf

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

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

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

Attachments: Attachment No. 1- Quote_2026 KBF Fontana Expanded Learning Center NC_2026-03-10.pdf

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

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

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

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

Attachments: Amended and Restated Communications License Agmt - 14000 Philadelphia-c1.docx
Exhibit B - AT&T License Agreement 14000 Philadelphia-c1.pdf
Exhibit C - AT&T License Agreement 14000 Philadelphia-c1.pdf

PUBLIC HEARINGS:

To speak on Public Hearing Items, submit comments via e-mail at publiccomments@fontanaca.gov. In the subject of your e-mail please indicate whether you are in favor or opposition of the item. Comments must be received no later than 12:00 P.M. on the day of the meeting. Comments of no more than three (3) minutes will be read into the record at the appropriate time during the meeting. If you challenge in court any action taken concerning a Public Hearing item, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice or in written correspondence delivered to the City at, or prior to, the Public Hearing.

All Public Hearings will be conducted following this format:

(a) hearing opened
(b) written communication
(c) council/staff comments
(d) applicant comments (applicant not limited to 5 minutes)
(e) oral - favor
(f) oral - opposition
(g) hearing closed

A. Master Case No. 26-0007 and Municipal Code Amendment No. 26-0001: Fontana Municipal Code amendments to Chapter 30 to modify multiple sections of the Zoning and Development Code, including modifications to definitions and uses related to medical land uses in commercial zones, the definition and regulation of business parks, screening requirements for loading areas in industrial zones, and regulations in the Form-Based Code zone, including the definition of frontage coverage, maximum setback standards in the Route 66 Gateway sub-district, glazing requirements for the Shopfront frontage type, and landscaping in parking areas, pursuant to a categorical exemption from the California Environmental Quality Act ("CEQA") in accordance with CEQA Guidelines Sections 15060(c), 15378, and 15061(B)(3). 26-0786

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

1. Find that the adoption of the proposed ordinance is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c), 15378, and 15061(B)(3) (the

common-sense exemption), and Sections No. 3.01, 3.22, and10.59 of the 2019 Local Guidelines for Implementing CEQA.

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

Attachments: Attachment No. 1 - Ordinance
Attachment No. 2 - Planning Commission Packet
Attachment No. 3 - Draft Planning Commission Minutes
Attachment No. 4 - Public Hearing Notice

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

1. Adopt **Resolution No. 2026-022,** of the City Council of the City of Fontana of formation of the City of Fontana Community Facilities District No. 117 (Southridge), authorizing the levy of a special tax within the community facilities district and establishing an appropriations limit for the community facilities district.

2. Adopt **Resolution No. 2026-023**, of the City Council of the City of Fontana deeming it necessary to incur bonded indebtedness within the City of Fontana Community Facilities District No. 117 (Southridge).

3. Adopt **Resolution No. 2026-024**, of the City Council of the City of Fontana calling special election for City of Fontana Community Facilities District No. 117 (Southridge).

4. Adopt **Resolution No. 2026-025**, of the City Council of the City of Fontana declaring results of special election and directing the recording of notice of special tax lien.

5. Read by title only and waive further reading of and introduce **Ordinance**

No. 1986 levying special taxes within the City of Fontana Community Facilities District No. 117 (Southridge); and that the reading of the title constitutes the first reading thereof.

6. Adopt **Resolution No. 2026-026**, of the City Council of the City of Fontana authorizing the execution and delivery of a Letter of Credit Agreement and an Acquisition and Funding Agreement.

Attachments: Attachment No. 1- Resolution of Formation
Attachment No. 2- Reso 2026-022 Exhibits A and B.pdf
Attachment No. 3- Resolution Deeming Necessity
Attachment No. 4- Resolution Calling Special Election
Attachment No. 5- Resolution Declaring Results
Attachment No. 6- Resolution Approving Letter of Credit Agreement and Acquisition Agreement
Attachment No. 7- Ordinance to Levy Special Tax
Attachment No. 8-Concurrence of Election Official
Attachment No. 9- CFD No. 113 (The Gardens Phase Two) CFD Report
Attachment No. 10- Notice of Special Tax Lien
Attachment No. 11- KB Home Cal Management Services Consent & Waiver
Attachment No. 12- Acquisition and Funding Agreement
Attachment No. 13- Letter of Credit Agreement

NEW BUSINESS:

A. New Business

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

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

Attachments: Attachment No.1- Ord No.1987.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 April 28, 2026 at 2:00 p.m. in the Steelworkers' Auditorium located at 8437 Sierra Avenue, Fontana, California.

8437 Sierra Avenue
Fontana, CA 92335

City of Fontana

Action Report

City Council Meeting

File #: 26-0918
Agenda #: A.

Agenda Date: 4/14/2026
Category: Closed Session

Closed Session

Tuesday, April 14, 2026

1:00 P.M.

Steelworkers' Auditorium

City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus "Jesse" Sandoval, Council Member

Phillip W. Cothran., Council Member

8437 Sierra Avenue
Fontana, CA 92335

File #: 26-0916
Agenda #: A.

Agenda Date: 4/14/2026
Category: Ceremonial Items

Ceremonial Item

Tuesday, April 14, 2026

Steelworkers' Auditorium

City Council

Acquanetta Warren, Mayor

Phillip W. Cothran. Mayor Pro Tam

John Roberts, Council Member

Jesse "Jesus" Sandoval, Council Member

Peter Garcia, Council Member

8437 Sierra Avenue
Fontana, CA 92335

File #: 26-0930
Agenda #: B.

Agenda Date: 4/14/2026
Category: Ceremonial Items

Ceremonial Item

Tuesday, April 14, 2026

Steelworkers' Auditorium

City Council

Acquanetta Warren, Mayor

Phillip W. Cothran. Mayor Pro Tam

John Roberts, Council Member

Jesse "Jesus" Sandoval, Council Member

Peter Garcia, Council Member

8437 Sierra Avenue
Fontana, CA 92335

File #: 26-0917
Agenda #: C.

Agenda Date: 4/14/2026
Category: Ceremonial Items

Ceremonial Item

Tuesday, April 14, 2026

Steelworkers' Auditorium

City Council

Acquanetta Warren, Mayor

Phillip W. Cothran. Mayor Pro Tam

John Roberts, Council Member

Jesse "Jesus" Sandoval, Council Member

Peter Garcia, Council Member

8437 Sierra Avenue
Fontana, CA 92335

File #: 26-0913
Agenda #: A.

Agenda Date: 4/14/2026
Category: Consent Calendar

FROM:
City Clerk

SUBJECT:
Approval of Minutes

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

2:00 PM

Steelworkers' Auditorium

City Council Meeting

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

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, March 24, 2026.

Mayor Warren called the Regular City Council Meeting to order at 2:03 p.m.

ROLL CALL:

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

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

ABSENT: Council Member Cothran

INVOCATION/PLEDGE OF ALLEGIANCE:

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

SPECIAL PRESENTATIONS:

A. Mayor Warren and City Council to recognize San Bernardino County Fire Captain, Jim Grigoli on his retirement.

Mayor Warren and the City Council recognized San Bernardino County Fire Captain, Jim Grigoli on his retirement.

PUBLIC COMMUNICATIONS:

The following individuals spoke under public communications:

Karyme Sanchez, Giselle Cueva, Daisey San Martin, and Makayla Smith, Cal State San Bernardino students presented findings from a community assessment, identifying affordable housing and lack of awareness of housing assistance programs as primary concerns. They urged the City Council to prioritize affordable housing, expand outreach, and improve public awareness of available resources to support residents and prevent displacement.

John Pedroza requested the removal of a Parks, Community and Human Services Commissioner, citing alleged involvement in a homicide and ongoing investigations, and urged the Council to agendize the matter and open the position for new applicants.

Manyjh O'Quin expressed concerns regarding lack of housing assistance, describing ongoing homelessness and difficulty accessing services, and urged the City to improve support, funding transparency, and responsiveness to families in need.

Caroline Ambrose, supported prior comments requesting the removal of a Parks, Community and Human Services Commissioner, citing alleged involvement in a homicide, and urged the Council to agendize removal and open the position to new applicants.

At Mayor Warren's request, Deputy City Manager Phil Burum discussed the City's housing efforts, noting significant investments in affordable housing, homelessness programs, and new developments, while acknowledging ongoing high demand, long waitlists, and the broader regional housing crisis that limits the City's ability to fully meet community needs. Mayor Warren also invited the students to meet with staff to review available housing resources and share their research.

CONSENT CALENDAR:

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

A. Approval of Minutes **26-0879**

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

B. Approve the Task Order for Phase II of the Geotechnical Engineering and Materials Testing Services for the City Hall Renovation Project (City Hall; SQ-87-DE-19-92). **26-0824**

1. Approve and authorize the City Manager to enter into the Task Order with Ninyo & Moore Geotechnical and Environmental Sciences Consultants, Inc. for Phase II of the Geotechnical Engineering, Materials Testing Services and Building Envelope Testing Services for the City Hall Renovation Project (Request for Proposals SQ-87-DE-19-92) in the amount of $554,325.00.

2. Approve and authorize the City Manager to enter into future Amendments to the Task Order for the Phase II of the Geotechnical Engineering Testing Services and Building Envelope Testing Services for City Hall Renovation not to exceed $55,400.

C. Approval of a Purchase Order with Complete Paperless Solutions for the digitization of planning project files for purposes of permanent records retention. **26-0852**

1. Authorize the Purchasing Division to utilize the RFP 2024-16 contract awarded by the City of Menifee for document scanning services per

Purchasing Policies and Procedure Manual 3.1.5 Non-Competitive Proposal; and,

2. Approve a Purchase Order with Complete Paperless Solutions in the amount of $220,000 for the digitization of approximately 1.25 million sheets of Planning project paper files that are to be kept for permanent record retention; and,

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

D. Final Acceptance of Zeco, Inc's work for the Southridge Dog Parks (East and West) Project (Bid No. DE-25-97-SB) **26-0856**

Accept as complete the work performed by Zeco, Inc. for the Southridge Dog Parks (East and West) Project (#37200008 and #37200009).

E. Police Department Monthly Information Update **26-0858**

Accept the Police Department monthly information update for January 2026.

F. Award a Construction Contract for the City Hall Renovation Project - Phase II (City Hall; Bid No. DE-26-91-SB) **26-0859**

Award bid and authorize the City Manager to enter into a construction contract with Swinerton Builders for the construction of the City Hall Renovation Project - Phase II (City Hall) in the amount of $49,422,000.00 and authorize a 10% contingency in the amount of $4,942,200.00 (Bid No. DE-26-91-SB).

G. Approve Fifth Contract Change Order for Asphalt Grind and Overlay Paving for the Construction of Traffic Signal at Duncan Canyon Road and Citrus Avenue, as Part of the Reimbursement Agreement with HDO4, LLC **26-0866**

1. Approve fifth contract change order for asphalt grind and overlay paving for the construction of traffic signal at Duncan Canyon Road and Citrus Avenue, as part of the Reimbursement Agreement with HDO4, LLC.

2. Approve appropriation and allocate the amount of $31,194.08 from Fund 604 - Measure T.

H. Approve an Increase in Construction Contingency for FY 2024/2025 Citywide Pavement Rehabilitation Project (DE-25-102-SB) **26-0867**

Approve and authorize the City Manager to increase the construction contingency amount by $300,000.00, for a total contingency amount of $747,652.83 (DE-25-102-SB).

I. Amendment No. 1 to a Settlement Agreement between the City of Fontana and Prime Point Property Corp. **26-0872**

Approve the amendment to a 2019 Settlement Agreement between the City of Fontana and Prime Point Property Corp regarding the use of properties located at 15252, 15244, 15170, 15132 Valley Boulevard, and 9987 Fontana Avenue (APNs: 0235-072-09, -10, -11, -12, and 0235-063-15).

J. Approve Release of K-9 Unit Dog "Goose" and Accompanying K-9 Equipment to His Handler, Mark Wyrick **26-0873**

Approve and Authorize City Manager to enter into a contract PD-26-107-MS between the City of Fontana and Mark Wyrick to release K-9 dog "Goose" and accompanying K-9 dog equipment, including a kennel, transportation kennel, custom fit muzzle, Dogloo, and two leashes to the handler.

K. Approve Donations of Dog "Chico" and Present and Future Accompanying K-9 Dog Equipment from Fontana Police K-9 Pals, a California Nonprofit Corporation **26-0874**

Approve the donation of the dog "Chico" from Fontana Police K-9 Pals, a California nonprofit corporation, to the City of Fontana in order for "Chico" to become part of the Fontana Police Department's K-9 Unit. Approve present and future accompanying K-9 dog equipment from Fontana Police K-9 Pals to support the Fontana Police Department's K-9 Unit operations.

L. Consideration of Joint Powers Agreement (JPA) Participation in the San Bernardino Regional Housing Trust (SBRHT) **26-0875**

1. Approve **Resolution No 2026-017**, a resolution of the City Council of Fontana authorizing participation in the Joint Powers Authority (JPA) for the establishment of the San Bernardino Regional Housing Trust.

2. Allow City Manager, or City Manager's designee, to enter into the agreement and any necessary amendments and related documents to implement the project.

M. Approval of Environmental Permit Agreements and Environmental Mitigation Purchase for the Building A Better Connected Inland Empire (RAISE) Project **26-0883**

1. Authorize the City Manager, or City Manager's designee, to enter into permit agreements for the Building A Better Connected Inland Empire (RAISE) Project.
2. Authorize the City Manager, or City Manager's designee, to purchase environmental mitigation credit from the appropriate mitigation banks for the Building A Better Connected Inland Empire (RAISE) Project.
3. Authorize the City Manager, or City Manager's designee, to enter any future amendments to the agreements for the Building A Better Connected Inland Empire (RAISE) Project.
4. Authorize the City Manager, or City Manager's designee, to enter into any and all utility agreements and any related items on behalf of the City of

Fontana for the Building A Better Connected Inland Empire (RAISE) Project.

N. Prohousing Incentive Program Resolution Authorizing Submittal of Application and Other Grant Related Documents **26-0884**

1. Adopt **Resolution No. 2026-018**, a resolution of the City Council of the City of Fontana authorizing application for, and receipt of, up to the eligible award amount of $1,250,000 of Prohousing Incentive Program Funds.

2. Authorize the City Manager, or City Manager's designee, to enter into and transmit any documents necessary or appropriate to ensure the City's timely submission of the Prohousing Incentive Program application.

O. Increase for Fontana Experience Network (FXN Studio) for Design, Build and Installation. **26-0886**

Approve and authorize City Manager to increase the purchase order with Devlin Design Group for Studio Design and installation in the amount of $54,285.00 for a total amount of $454,188.84 and increase the 10% contingency in the amount of $5,428.50 for a total amount of $45,418.88.

PUBLIC HEARINGS:

A. Quarterly Lien Action for Delinquent Sewer and Solid Waste Accounts **26-0885**

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

2. Adopt **Resolution No. 2026-019,** of the City Council of the City of Fontana authorizing the collection of certain annual wastewater and solid waste service charges, including delinquent charges for each service, on the County property tax rolls and determining and record liens against current delinquent parcels.

Chief Financial Officer Jessica Brown provided the staff report.

Mayor Warren opened the public hearing.

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

Chief Financial Officer Jessica Brown provided the staff report.

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

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

CITY MANAGER COMMUNICATIONS:

City Manager Matt Ballantyne highlighted consent calendar items, including the award of a contract for the new City Hall project with upcoming construction activity, additional street paving work, and the retirement of a police K-9, along with recognition of community support for the K-9 program.

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

City Clerk Key offered congratulations on Fire Captain Grigoli's retirement and expressed appreciation for a local business for providing assistance.

City Treasurer Koehler-Brooks also congratulated Captain Grigoli on his retirement.

Mayor Pro Tem Garcia highlighted recent and upcoming events at Stage Red, including a successful record night and live performances, and noted efforts to expand programming, encouraging the public to visit the venue and stay informed on future events.

Council Member Sandoval requested a report regarding concerns about the commissioner mentioned during public communications, expressed interest in improving communication and outreach on homelessness resources, including potential language access and hotline options, and shared personal remarks recognizing his daughter's achievements.

Council Member Roberts congratulated Captain Grigoli on his retirement, recognized efforts to restore a historic local church, and extended Easter greetings to the community.

Mayor Warren highlighted the City's extensive housing efforts, resources, and outreach, noting ongoing challenges due to high demand and statewide constraints, while emphasizing continued advocacy for funding and partnerships. Mayor Warren also shared updates on community events, new amenities, school engagement, and public safety reminders, and encouraged residents to utilize City programs and stay informed.

ADJOURNMENT:

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

1. Pastor Emeritus James Reese

Mayor Warren adjourned the meeting at 2:59 p.m. to the Regular City Council Meeting on Tuesday, April 14, 2026, at 2:00 p.m. in the Steelworkers' Auditorium located at 8437 Sierra Avenue, Fontana, California.

_____

Christina Rudsell, CMC
Chief Deputy City Clerk

THE FOREGOING MINUTES WERE ADOPTED AND APPROVED BY THE FONTANA CITY COUNCIL ON APRIL 14, 2026.

_____

Germaine Key
City Clerk

City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Minutes

Thursday, March 31, 2026

8:30 AM

Heritage Neighborhood Center
7350 Liberty Parkway
Fontana, CA 92336

Special 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. 8:30 A.M. Call To Order/Roll Call:

The Special Meeting of the Fontana City Council was held in the Heritage Neighborhood Center, 7350 Liberty Parkway, Fontana, CA 92336, on Tuesday, March 31, 2026. Mayor Warren called the meeting to order at 9:04 a.m.

ROLL CALL:

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

ABSENT: Council Member Sandoval

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

INVOCATION/PLEDGE OF ALLEGIANCE:

A. Invocation/Pledge of Allegiance:

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

PUBLIC COMMUNICATIONS:

A. Public Communications:

No public communications were received.

WORKSHOP:

A. City Council Workshop: Goal Setting (Executive Management Team to present).

The City's Vision, Mission, Goals, and Objectives were reviewed and discussed, including a focused discussion on the City's top 11 strategic priorities: City Hall Construction; Navigation Center Construction; CAD/RMS Replacement Project for the Police Department; Second Parking Structure Construction; WCAG 2.1 DOJ-mandated ADA electronic compliance; Afterschool Programming 2027 Contract Renewal; RAISE Grant; CFD Financing Plan; Public Works Yard Improvements; Fire Fuels Mitigation Grants and Mailings; and Fontana Commons.

Staff also provided updates on completed and ongoing infrastructure projects for the 2024–2026 period, as well as a progress update on the Downtown Forge District.

Additional discussion among staff and Council included direction from the Mayor to incorporate the Children's Museum into the City's Gantt chart of goals; continued coordination on the COPS grant application to support the CAD/RMS replacement project; a request for updates from staff serving on League policy committees; and ongoing outreach to local Assembly and Congressional representatives to advocate for the City's needs related to homelessness, public safety, and other key issues. Lastly, staff was directed to update the City's legislative platform.

ADJOURNMENT:

A. Adjournment

Mayor Warren adjourned the meeting at 11:27 a.m. to the Regular City Council Meeting on Tuesday, April 14, 2026, at 2:00 p.m. in the Steelworkers' Auditorium located at 8437 Sierra Avenue, Fontana, California.

_____
Christina Rudsell
Chief Deputy City Clerk

THE FOREGOING MINUTES WERE ADOPTED AND APPROVED BY THE FONTANA CITY COUNCIL ON APRIL 14, 2026.

_____
Germaine Key
City Clerk

File #: 26-0825
Agenda #: B.

Agenda Date: 4/14/2026
Category: Consent Calendar

FROM:
Engineering

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

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

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:
The City acquired title to a parcel of the certain real property located on 6585 Cherry Avenue within the City of Fontana, County of San Bernardino, commonly known as Assessor Parcel Number 0228-021-46 ("Property").

The Property will serve as the site for the new Fire Station No. 80, which is essential to providing emergency services and public safety for the growing community. It is located within the Westgate Specific Plan area, which establishes land use and infrastructure improvements necessary to support planned development and enhance traffic circulation. It includes the widening of the roadway and infrastructure improvements along Cherry Avenue to accommodate increased traffic capacity, along with associated public infrastructure such as storm drains, sewer, streetlights, sidewalks, medians, and bike lanes.

The construction of the Fire Station and associated roadway improvements requires the dedication of a portion of the Property as public right-of-way to accommodate the new public roadway and provide public utility access. Pursuant to Section 1806 of the Streets and Highways Code, this right-of-way must be accepted into the City's street system, and the City has determined that such acceptance is necessary and in public interest.

CEQA:

Consistent with CEQA and the State CEQA Guidelines, an MND was prepared for the Fire Station No. 80 Project. The Planning Commission adopted the MND and approved the MMRP for the Project and based on the CEQA Sections 15162 through 15164, staff has determined that, with regard to the declaration of public right-of-way and acceptance into City street system, none of the criteria requiring a subsequent environmental document have been met and that further environmental analysis is not required. The Planning Commission directed staff to file a Notice of Determination with the San Bernardino County Clerk and the Office of Planning and Research within five (5) working days of approval of the Project.

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

MOTION:
Approve staff recommendation.

RESOLUTION NO. 2026-020

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, DECLARING, PURSUANT TO THE PREVIOUSLY ADOPTED MITIGATION NEGATIVE DECLARATION FOR THE FIRE STATION NO. 80 PROJECT, A PORTION OF CERTAIN REAL PROPERTY LOCATED AT 6585 CHERRY AVENUE A PUBLIC RIGHT-OF-WAY FOR STREET AND UTILITY PURPOSES AND ACCEPTING THE ROAD INTO THE CITY'S STREET SYSTEM.

WHEREAS, the City of Fontana ("City") is a municipal corporation duly organized and existing under the laws of the State of California; and

WHEREAS, the City acquired title to a parcel of certain real property located at 6585 Cherry Avenue within the City of Fontana, County of San Bernardino, commonly known as Assessor Parcel Number 0228-021-46 (the "Property"); and

WHEREAS, on October 11, 2022, the City of Fontana's Engineering Department ("Applicant") submitted an application for a Major Administrative Site Plan No. 22-050 ("ASP No. 22-050"), for the site and architectural review of a 14,663 square foot fire station, a 4,193 square foot training center and a 7,000 square foot training tower (six-stories)(collectively, the Fire Station No. 80 Project") on the Project Site; and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code §21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, Title 14, §15000 et seq.) ("CEQA"), a Mitigated Negative Declaration analyzing all potential impacts of the Project was prepared for the City's consideration as lead agency under State CEQA Guidelines section 15063; and

WHEREAS, the Mitigated Negative Declaration ("MND") indicated that all potential environmental impacts from the Project would be less than significant with the incorporation of the identified mitigation measures in the Mitigation Monitoring and Reporting Program ("MMRP"); and

WHEREAS, February 6, 2024, to Public Resources Code section 21080, subdivision (c)(2), the Planning Commission approved and adopted the Final IS/MND and MMRP; and

WHEREAS, the Property will serve as the site for the new Fire Station No.80, which is essential to providing emergency services and public safety for the growing community; and

WHEREAS, the Property is located within the Westgate Specific Plan area, which establishes land use and infrastructure improvements necessary to support planned development and enhance traffic circulation; and

WHEREAS, the Westgate Specific Plan includes the widening of the roadway and infrastructure improvements along Cherry Avenue to accommodate increased traffic capacity, along with associated public infrastructure such as storm drains, sewer, streetlights, sidewalks, medians, and bike lanes; and

WHEREAS, the City now deems it necessary and in the public interest to formally declare a portion of the Property a public right-of-way for street and utility purposes, more particularly described in Exhibit A and depicted in Exhibit B, both of which are attached hereto and incorporated herein by this reference ("Right-of-Way"); and

WHEREAS, pursuant to Section 1806 of the California Streets and Highways Code, the City Council deems it necessary and in the public interest to formally accept said portion of the Property into the City's street system.

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

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

Section 2. CEQA. Consistent with CEQA and the State CEQA Guidelines an MND was prepared Fire Station No. 80 Project. The Planning Commission adopted the MND and approved the MMRP for the Project and, based on the CEQA Sections 15162 through 15164, staff has determined that, with regard to the declaration of public right-of-way and acceptance into City street system, none of the criteria requiring a subsequent environmental document have been met and that further environmental analysis is not required. The Planning Commission directed staff to file a Notice of Determination with the San Bernardino County Clerk and the Office of Planning and Research within five (5) working days of approval of the Project.

Section 3. Declaration of public right-of-way and acceptance into City street system. The Right-of-Way as described in **Exhibit A** and depicted on **Exhibit B** is hereby declared, designated and established as a public right-of-way of the City of Fontana for street and utility purposes. Additionally, said public right-of-way is hereby formally accepted into the street system of the City.

Section 4. Publication. The City Clerk shall cause this Resolution, including Exhibits A and B, to be recorded in the Official Records of the San Bernardino County Recorder.

Section 5. Effective Date. This Resolution shall become effective immediately.

Section 6. 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 7. Certification. The City Clerk shall certify to the adoption of this Resolution.

Section 8. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Resolution is based are located at the City Clerk's office located at 8353 Sierra Avenue, Fontana, CA 92335. The custodian of records is the City Clerk.

APPROVED AND ADOPTED this 14th day of April, 2026.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, California, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council at a regular meeting of said City Council on the 14th day of April, 2026, by the following vote to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk

EXHIBIT "A"
Legal Description

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO BEING A PORTION OF THE GRANT DEED TO INTEX PROPERTIES INLAND EMPIRE, L.P., RECORDED FEBRUARY 18, 1997 AS DOCUMENT NO. 1997-0054117 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF CHERRY AVENUE (60.00 FEET EASTERLY HALF WIDTH) WITH SOUTH HIGHLAND AVENUE, (33.00 FOOT NORTHERLY HALF WIDTH) AS SHOWN ON MAP FILED IN BOOK 163, PAGES 42 THROUGH 93, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAN BERNARDINO COUNTY;

THENCE ALONG SAID CENTERLINE OF CHERRY AVENUE NORTH 00°01'56" EAST, 427.37 FEET;

THENCE PERPENDICULAR TO SAID CENTERLINE SOUTH 89°58'04" EAST, 60.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF CHERRY AVENUE AND THE NORTHERLY LINE OF SAID DOCUMENT NO. 1997-0054117, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE AND SAID NORTHERLY LINE OF DOCUMENT NO. 1997-0054117 SOUTH 11°11'54" EAST, 12.81 FEET;

THENCE SOUTH 00°49'54 EAST, 99.77 FEET TO A LINE PARALLEL WITH AND 64.00 FEET EASTERLY OF THE CENTERLINE OF SAID CHERRY AVENUE;

THENCE ALONG SAID PARALLEL LINE SOUTH 00°01'56" WEST, 211.46 FEET;

THENCE SOUTH 14°00'14" EAST, 29.47 FEET;

THENCE SOUTH 43°48'20" EAST, 31.92 FEET TO THE INTERSECTION OF THE NORTHWESTERLY LINE OF THE LAND CONVEYED IN A DEED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED JULY 31, 1991 AS DOCUMENT NO. 91-290525 OF SAID OFFICIAL RECORDS AND A LINE PARALLEL WITH AND 52.00 FEET NORTHERLY OF SAID CENTERLINE OF SOUTH HIGHLAND AVENUE;

THENCE ALONG SAID NORTHWESTERLY LINE OF THE LAND CONVEYED TO THE METROPOLITAN WATER DISTRICT SOUTH 44°23'30" WEST, 15.92 FEET TO THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN SAID DOCUMENT NO. 1997-0054117 HAVING A BEARING AND DISTANCE OF NORTH 43'47'30" WEST, 31.95 FEET;

THENCE ALONG SAID COURSE NORTH 43°47'30" WEST, 31.95 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF CHERRY AVENUE;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF CHERRY AVENUE NORTH 00°01'56"EAST, 363.73 FEET TO THE **TRUE POINT OF BEGINNING**;

Sheet __ of __
City Index No. _6311__

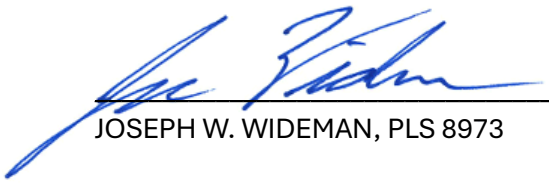
SUBJECT TO ALL OTHER EASEMENTS AND OFFERS OF DEDICATION OF RECORD;

CONTAINING 1,973 SQUARE FEET (0.045 ACRES), MORE OR LESS;

THE BEARINGS AND DISTANCES SHOWN ON THE ABOVE DESCRIPTION AND ON EXHIBIT "B" ARE GRID, TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINATION FACTOR OF 0.99990826.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION:

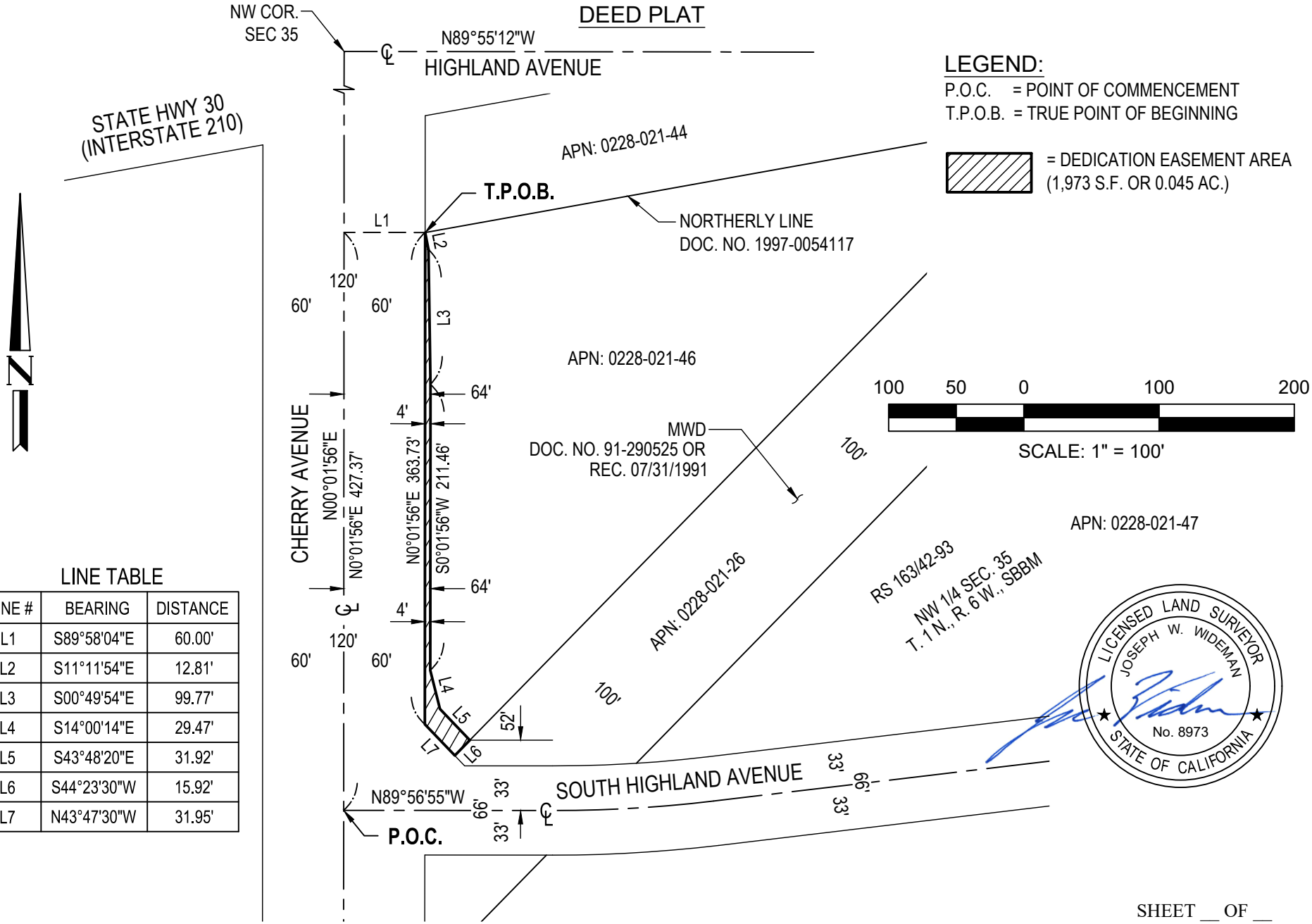


12-29-25
JOSEPH W. WIDEMAN, PLS 8973 DATE

Sheet __ of __
City Index No. _6311_

EXHIBIT "B"

DEED PLAT



LEGEND:

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

= DEDICATION EASEMENT AREA
(1,973 S.F. OR 0.045 AC.)

LINE TABLE

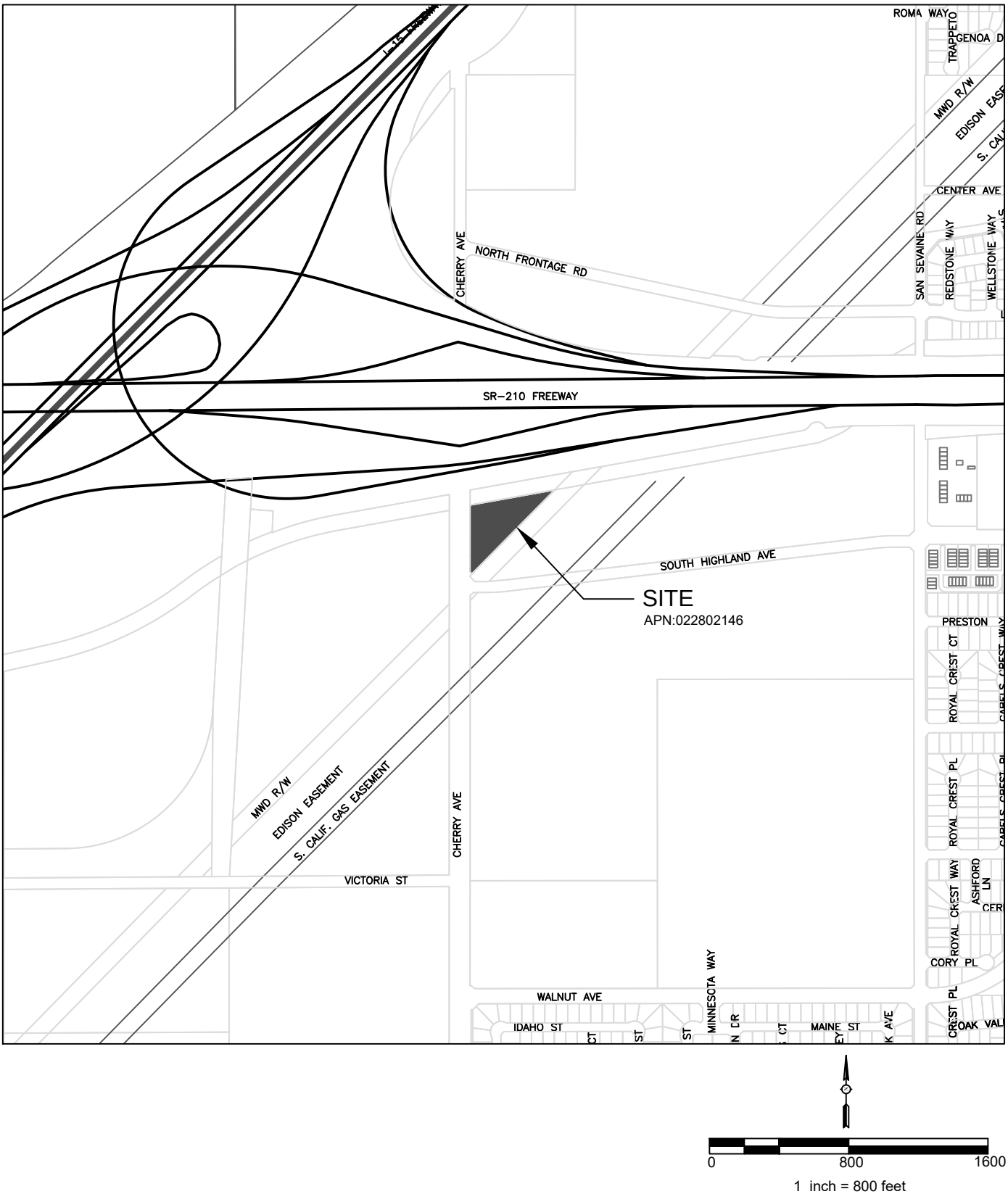
LINE #	BEARING	DISTANCE
L1	S89°58'04"E	60.00'
L2	S11°11'54"E	12.81'
L3	S00°49'54"E	99.77'
L4	S14°00'14"E	29.47'
L5	S43°48'20"E	31.92'
L6	S44°23'30"W	15.92'
L7	N43°47'30"W	31.95'

LICENSED LAND SURVEYOR
JOSEPH W. WIDEMAN
No. 8973
STATE OF CALIFORNIA

SHEET __ OF __
CITY INDEX NO. 6311

Drawing Name: P:\IITXP0003004\0400CAD\EXHIBITS\EXHIBITS\SV-ITXP0000-3004_Dsd & Std Exhibit B.dwg
Last Opened: Dec 29, 2025 - 4:19pm by: Sxz

VICINITY MAP



File #: 26-0838
Agenda #: C.

Agenda Date: 4/14/2026
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Purchase and Sale Agreement of the Property from San Bernardino County Transportation Authority (SBCTA), APN 0191-161-25

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

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.

DISCUSSION:
The proposed Agreement for Purchase and Sale and Joint Escrow Instructions is between the San Bernardino County Transportation Authority (“SBCTA”) and the City of Fontana for the acquisition of APN 0191-161-25 (the “Property”). The Property consists of a narrow, unused strip of land located along the south side of the Pacific Electric Trail, between Juniper Avenue and the Pagliuso Chapel garden area.

Under the Agreement, the City will purchase the Property in fee simple for $130,000, subject to customary escrow, title, and closing conditions.

The acquisition of this property will allow the City to consolidate ownership of land adjacent to the Pacific Electric Trail, eliminate an unused parcel and facilitate more orderly development and maintenance of the land by the affordable housing maintenance group.

The purchase price reflects the fair market value appraised by a certified appraiser and concurred by SBCTA. Closing costs are allocated consistent with customary public agency transactions.

Approval of the Agreement will authorize the City Manager to enter into the necessary documents and proceed with escrow to complete the acquisition. The proposed transaction represents a strategic opportunity for the City to secure land needed to implement the City’s housing goals and further the community’s long-term housing strategy.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is estimated to be $140,000, including escrow costs, acquisition fees, and legal fees. The necessary budget is included in the 2025-2026 budget in the Capital Improvements Fund #602 in 60230000-8310.

MOTION:
Approve staff recommendation.

AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

This AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is dated as of _____, 2026, and is entered into by and between SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (or "SBCTA"), a public agency existing under the laws of the State of California ("**Seller**"), and CITY OF FONTANA, a California municipal corporation ("**Buyer**"). Buyer and Seller are sometimes individually referred to herein as "**Party**" and collectively as the "**Parties.**"

RECITALS

A. Pursuant to Resolution No. 26-002, adopted by SBCTA on September 3, 2025, the Property identified and described in Section 1 below is excess to SBCTA's needs and has been declared to be Exempt Surplus Land.

B. Disposition of such Property at fair market value has been authorized, subject to the terms and conditions set forth in this Agreement.

In consideration of the mutual covenants contained herein, and other valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Sale of Property. Seller shall sell to Buyer, and Buyer shall purchase from Seller, at the price and upon the terms and conditions hereinafter set forth, a fee interest in the Property described in Exhibit A of the Grant Deed attached hereto as Exhibit 1 and any improvements on such land free of all rights of way and easements in favor of SBCTA (hereinafter collectively referred to as the "**SBCTA Parcel**" or the "**Property**").

2. Purchase Price. The purchase price for the SBCTA Parcel shall be One Hundred Thirty Thousand Dollars ($130,000) ("**Purchase Price**"). Within three (3) business days after the opening of Escrow, Buyer shall deposit with Escrow Holder One Hundred Dollars ($100.00) as independent consideration (the "Independent Consideration"), which shall be nonrefundable to Buyer and shall be released to Seller upon any termination of this Agreement; provided, however, the Independent Consideration shall be credited against the Purchase Price at Closing if the transaction closes. Buyer shall deposit the balance of the Purchase Price (minus the Independent Consideration), by cashier's or certified check or by wire transfer, into the Escrow (defined in Section 3.1 below) for the purchase at least one (1) business day prior to the estimated closing date. (The deadline for the closing, or "**Closing Deadline**", is described in Section 3.2 below.)

3. Escrow. No later than five (5) business days after the full execution of this Agreement, Buyer and Seller shall deliver a copy of this executed Agreement to, and open an escrow ("**Escrow**") with, First American Title, 9255 Towne Centre Drive, Suite 200, San Diego, CA 92121, and Attn: Sheri Keene ("Escrow Holder"). Escrow Holder shall notify Buyer and Seller, in writing, of the escrow number for the Escrow.

The deposit with Escrow Holder of a copy of a fully executed original (or copies of executed counterpart originals) of this Agreement shall constitute authorization and instruction to Escrow Holder to act in accordance with the terms of this Agreement. The parties may submit additional escrow/closing instructions consistent with this Agreement to Escrow to facilitate the closing, and the parties acknowledge that Escrow Holder may also require that its own standard form escrow instructions, consistent with this Agreement, be executed by the parties.

3.1 Closing Date. Subject to the satisfaction of the conditions to closing, the Escrow shall close on or before the date that is ninety (90) days after the date of this Agreement ("**Closing Deadline**").

3.2 Deposits by Buyer. Buyer shall deposit with Escrow Holder the following items no later than one (1) business day prior to the estimated closing date:

3.2.1 The Purchase Price, plus any additional funds as are required to pay costs and fees allocated to Buyer on the estimated settlement statement that is to be prepared by Escrow Holder and delivered to Buyer and Seller for their approval, prior to the Close of Escrow.

3.2.2 A Certificate of Acceptance for the Grant Deed, duly executed and acknowledged, for recording with the Grant Deed.

3.2.3 All other funds and documents as may be reasonably required by Escrow Holder or the Title Company to close the Escrow in accordance with this Agreement.

3.3 Deposit of Documents by Seller. Seller shall deposit with Escrow Holder the following items no later than one (1) business day prior to the estimated closing date:

3.3.1 The Grant Deed, duly executed by Seller and acknowledged.

3.3.2 If required by the title company, a completed California Franchise Tax Board Form 593-W showing no California state tax withholding is required, and a Federal "Foreign Investment in Real Property Tax Act" affidavit certifying that the Seller is not a "foreign person" as defined in the Internal Revenue Code, such that no federal tax withholding is required.

3.3.3 If required by the title company, a duly executed resolution authorizing the execution of this Agreement and the sale of the Property.

3.3.4 All other documents as may reasonably be required by Escrow Holder and Buyer to close the Escrow in accordance with this Agreement.

3.4 All real property taxes and assessments or bonds against the Property which are liens and unpaid as of the Closing Date shall be paid by Seller, except that any assessments payable in installments shall be prorated. Buyer is exempt from property taxes, so will not take title to the Property subject to any property taxes, or title exception for property taxes.

4. Escrow Holder's Obligations.

4.1 The performance of the acts set forth in this Section shall constitute the "**Closing**" or the "**Close of Escrow**" as such term is used in this Agreement. The Escrow Holder shall conduct the Closing on the Closing Date by recording and distributing the following described documents and funds in the following manner:

4.1.1 Obtain from Seller documentation to place title in the condition necessary to enable conveyance pursuant to this Agreement;

4.1.2 Record any instrument delivered through the Escrow, including any required quitclaim and grant deeds if such action is necessary to place record title in condition to comply with the terms of the Agreement.

4.1.3 Record the Grant Deed, with the Certificate of Acceptance.

4.1.4 Deliver to Seller in immediately available funds the sum of the Purchase Price and such other funds, if any, due Seller by reason of pro-rations, less Seller's closing costs and pro-rations, if any.

4.1.5 Pay and charge Seller for any amounts necessary to place the title in the condition necessary to enable conveyance pursuant to this Agreement.

4.1.6 Each party shall pay 50% of any escrow charges and costs incurred in this transaction.

4.1.7 Pay and charge Seller for the CLTA Owner's Policy of Title Insurance in favor of Buyer (the liability amount of which shall equal the Purchase Price); pay and charge to Buyer the cost of extended coverage if elected by Buyer in its sole discretion (and based on a survey obtained by Buyer at its cost) and any endorsements to the Title Policy requested by the Buyer (except for endorsements which Buyer agree to in its sole discretion to insure over a title matter objected to by Buyer, the cost of which shall be paid by Buyer).

4.1.8 Seller shall pay all city and county transfer taxes (but there should be none as this is an exempt conveyance to a California public entity) and any other costs of Closing customarily paid by sellers of real property.

4.1.9 As soon as possible before the estimated closing date, prepare a preliminary settlement statement for the Escrow showing all costs and fees associated with this transaction, and the allocation thereof, as well as the Purchase Price and any pro-rations. If this Agreement is terminated as a result of default by either Buyer or the Seller, then the defaulting party shall pay all cancellation fees imposed by the Escrow Holder. If this Agreement is terminated as a result of a failure condition as described in Section 5, through no fault of either party, then each party shall pay 50% of any cancellation fees imposed by the Escrow Holder. General real estate taxes, water or sewer rates and charges (if not metered), personal property taxes, or any other governmental tax or charge levied or assessed against the Property (collectively, the "**Taxes**"), relating to the Property and payable during the year in which Closing occurs shall not be prorated

between Seller and Buyer in Escrow and any such charges shall be payable by Seller on Closing through Escrow as to the date of Closing.

4.1.10 Any amendments of, or supplements to, any Escrow instructions must be in writing and executed by the party providing the same to Escrow Holder (it being understood that Buyer and Seller may deliver supplemental unilateral escrow instructions consistent with this Agreement).

Each party shall bear its own attorneys' fees and costs incurred in connection with the negotiation, preparation, execution, and performance of this Agreement and the transactions contemplated hereby through the Close of Escrow.

5. Conditions to Closing. The following conditions are conditions precedent to the Parties' obligation to consummate the Closing on the Property:

5.1 Buyer's Conditions to Closing. The Buyer's obligations to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions which are for Buyer's sole benefit on or prior to the dates/times designated below for the satisfaction of such conditions, or the date for Closing in the absence of a specified date/time:

5.1.1 Approval of Title Documents. Buyer has received a preliminary report dated January 23, 2026, issued by First American Land Title Insurance Company under NCS-1293415-ONT1. Buyer shall have sixty (60) days after the date of this Agreement to review title, and obtain and review an ALTA survey, and notify Seller and Escrow Holder in writing of Buyer's disapproval ("**Buyer's Disapproval Notice")** of any exceptions referenced in such preliminary report or survey ("**Title Documents**"). Failure of Buyer to disapprove any such exceptions within the aforementioned time limit shall be deemed to be a approval of such exceptions set forth in the Title Documents; however, all monetary liens, including deeds of trust, judgement liens, liens for property taxes, and liens for delinquent assessments shall be deemed disapproved and shall be removed by the Close of Escrow. Seller shall not further encumber the Property. Seller shall notify Buyer no later than five (5) business days after receipt of Buyer's Disapproval Notice whether it elects to remove such other items disapproved by Buyer. In the event Buyer disapproves any exceptions set forth in the Title Documents, Seller shall have until the Closing Date to eliminate any disapproved exceptions, and if such exceptions are not eliminated, then Buyer may terminate this Agreement. If Buyer terminates this Agreement pursuant to this Section 5.1.1, then the escrow shall be cancelled, any sums deposited by Buyer shall be returned to Buyer, and each party shall pay half of any escrow/title cancellation fees.

5.1.2 Issuance of Title Insurance. Seller shall convey title to the Property to Buyer by a Grant Deed in the form of Exhibit 1 attached hereto. At the Close of Escrow, First American Title Insurance Company (the "**Title Company**"), shall issue through Escrow an Owner's Policy of Title Insurance ("**Title Policy**") with CLTA coverage (or if Buyer obtains an ALTA survey at its cost and delivers it to the Title Company, then extended coverage title insurance) with liability in the full amount of the Purchase Price, insuring fee simple title to the Property vested in Buyer subject only to the following exceptions (the "**Permitted Exceptions**"): (a) the standard printed exceptions set forth in the Title Policy; (b) prorated assessments, if any; (c) any exceptions which have been approved in writing by Buyer.

5.1.3 At or prior to the Closing, Seller shall have performed all of Seller's obligations herein that are to be performed prior to or at Closing.

5.1.4 Seller's representations and warranties shall be true and correct as of the date of this Agreement and also as of the date of the Closing.

5.1.5 Due Diligence. The physical condition of the Property shall be substantially the same at the Closing as on the date of execution of this Agreement, ordinary wear and tear excepted, and Buyer shall have approved of the physical condition of the Property within sixty (60) days after the date of this Agreement, and Seller gives Buyer the right for Buyer and its consultants to enter the Property to so inspect. Buyer acknowledges the Property has been used by Buyer pursuant to that certain License Agreement dated December 7, 2001 (as amended, the "**License**"). Buyer shall indemnify, defend and hold Seller harmless from claims, liabilities, losses, damages, costs and expenses arising from such entries and inspections (excluding those conditions existing on, at, under or about the Property that were not caused or exacerbated by Buyer's use or occupancy under the License, and/or are discovered on inspection). If any such matters are not acceptable to Buyer, Buyer may terminate this Agreement by written notice to Seller within the 60 day period.

5.2 Seller Conditions to Closing. The Seller's obligations to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions which are for Seller's sole benefit on or prior to the dates designated below for the satisfaction of such conditions, or the date for Closing in the absence of a specified date:

5.2.1 At or prior to the Closing, Buyer shall have performed all of Buyer's obligations herein that are to be performed prior to the Closing.

5.3 Failure of Condition. If any condition stated in this Agreement has not been eliminated or satisfied within the time limits and pursuant to the provisions of this Agreement through no fault of either Party (in the case of a default, the provisions of Section 9 shall govern), then the Parties, as their sole and exclusive remedy, shall have the right to either waive the condition in question, and proceed with the Closing, or in the alternative, terminate this Agreement. In the event of such termination as the result of the failure of a condition to Closing, all documents and funds shall be returned to the party providing them, and neither party shall have any further rights or obligations under this Agreement, except that Escrow and title cancellation fees shall be paid in accordance with this Agreement.

6. Condition of Property.

6.1 Subject to Buyer's inspection rights under Section 5.1.5 above, Buyer has investigated the Property's zoning and other building matters affecting the Property, and its condition, including but not limited to its suitability for Buyer's intended use, and has determined that it is suitable for Buyer intended use. Seller shall promptly deliver to Buyer any environmental reports or studies in Buyer's possession that relate to the presence (or absence) of hazardous materials in, on, under or near the Property.

6.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing "AS-IS" condition, without representation or warranty (express or implied) and subject to all matters of record (but not deeds of trust, judgment liens or other liens, and not any title exceptions disapproved by Buyer or created by Seller after the date hereof) and all defects and conditions, whether patent or latent, based solely on Buyer's own inspection, analysis and evaluation and not in reliance on any information provided by or on behalf of Seller.

7. Representations and Warranties.

7.1 Seller. Seller represents and warrants to Buyer that as of the date hereof the following are true and correct (provided that representations and warranties of Seller are limited to the actual knowledge of the Executive Director of Seller and Ryan Aschenbrenner, Right of Way Manager for Seller):

7.1.1 Seller has not received nor is it aware of any notification from the Department of Building and Safety, Health Department, or other such City, County or State authority having jurisdiction, requiring any work to be done on or affecting the Property.

7.1.2 Seller has not received notice of any litigation, arbitrations, claims, violations from any agency, proceedings, or other actions, pending or threatened that arise out of the ownership or operation of the Property.

7.1.3 Seller has the power, right, and authority to enter this Agreement and the instruments referenced herein, and to take all actions necessary to consummate the transaction contemplated by this Agreement.

7.1.4 The execution and delivery of this Agreement and the documents referenced herein, the incurrence of the obligation, the consummation of the transaction and the compliance with this Agreement and the documents referenced herein do not conflict with or result in the material breach of any term or condition of or constitute a default under any bond, note, or other evidence of indebtedness or any agreement, indenture, mortgage, deed of trust, loan, corporate documents or agreements, lease or other agreement or instrument to which Seller is a part or affecting the Property.

7.1.5 The person(s) executing this Agreement and the instruments referenced herein have the power, right, and actual authority to bind Seller to the terms and conditions of this Agreement.

7.1.6 No attachments, executions proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other similar proceedings are pending or threatened against Seller or involving the Property.

7.1.7 Seller has not entered any other agreement for the sale or transfer of the Property, and there are no rights of first refusal or option to purchase the Property, beyond those held by the Buyer.

7.1.8 Other than as set forth in the Title Documents, there are no other leases, subleases, occupancies, or tenancies pertaining to the Property, and Seller has no knowledge of any oral agreements with anyone with respect to the occupancy of the Property.

7.1.9 There are no existing service or maintenance agreements (oral or written) that will affect the Property subsequent to Closing.

7.1.10 Seller has no current actual knowledge of any hazardous materials affecting the Property, and Seller has not received any written notice of any claim, investigation, or enforcement action alleging such a violation.

7.1.11 The Property, and the operation thereof, are in compliance with all applicable laws, ordinances, rules, regulations, judgments, orders, covenants, conditions, restrictions, whether federal, state, local, foreign or private, and Seller has not received any notice of any violation of the same.

7.1.12 There are no unrecorded or undisclosed documents or other matters which affect title to the Property.

7.1.13 Seller has the requisite power and authority to own and operate the Property and conduct its business where the same is now owned or operated. The execution, delivery and performance of this Agreement by Seller have been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of Seller (or its board of directors or shareholders) in order to consummate the transactions contemplated herein.

7.2 Buyer. Buyer represents and warrants to Seller that as of the date hereof the following are true and correct:

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

7.2.2 Neither the execution nor delivery of this Agreement by Buyer, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Buyer was organized, or any agreement to which Buyer is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Buyer.

7.2.3 Buyer has the power, right, and authority to enter this Agreement and the instruments referenced herein, and to take all actions necessary to consummate the transaction contemplated by this Agreement.

7.2.4 The person(s) executing this Agreement and the instruments referenced herein have the power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.

7.2.5 No attachments, executions proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other similar proceedings are pending or threatened against Buyer or involving the Property.

7.2.6 Buyer has the requisite power and authority to own and operate the Property and conduct its business where the same is now owned or operated. The execution, delivery and performance of this Agreement by Buyer have been duly and validly authorized by all necessary action and proceedings subject only to approval of this Agreement by Buyer's City Council. Buyer represents that, upon City Council approval, no further action or authorization is necessary on the part of Buyer (or its city council) in order to consummate the transactions contemplated herein.

7.3 Survival of Warranties. Buyer and Seller agree that each representation and warranty, covenanted by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and again at the Closing, shall be deemed to be material, and unless expressly provided to the contrary shall survive the execution and delivery of this Agreement, the Grant Deed and the Closing.

7.4 Notice of Changed Circumstances. If either party becomes aware of any fact or circumstances which would render false or misleading a representation or warranty made by such party, then it shall immediately give notice of such fact or circumstance to the other party, but such notice shall not relieve any party of any liabilities or obligations with respect to any representation or warranty.

8. Release by Buyer.

8.1 For valuable consideration, and except for any failure by Seller to disclose to Buyer any material fact known to Seller about the Property and not known to Buyer, Buyer hereby forever releases and fully discharges the Seller, and each of their predecessors and successors, and all of their officers, employees, agents, contractors, assignees, and representatives, from, any and all claims, demands, damages, causes of action, costs, and expenses (including without limitation, experts' and attorneys' fees), that the Buyer now, or in the future may have, of whatsoever kind of nature, whether known or unknown, suspected or unsuspected, present or potential, foreseen or unforeseen, fixed or contingent, arising from or in any way connected with the condition of the Property sold hereunder or the construction of the Project by Seller (collectively, "Claim"), including without limitation, any Claim suffered by reason of the theories of impairment of access, inverse condemnation, eminent domain, property damages, loss of income, loss of business goodwill, relocation assistance pursuant to Federal and/or State law and implementing regulations or otherwise.

8.2 It is Buyer's intention in executing this Agreement that it shall be effective as a bar to each and every Claim (excluding Claims based on any failure by Seller to disclose to Buyer any material fact known to Seller about the Property and not known to Buyer), and in furtherance of this intention Buyer waives and relinquishes all rights and benefits under Section 1542 of the California civil code, 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."

_____ / _____
Buyer's Initials

The foregoing acknowledgment and release shall survive the Closing as well as the recording of the Grant Deed.

9. Default and Remedies.

9.1 Seller's Default. If the Close of Escrow shall fail to occur because of Seller's uncured default under this Agreement (which in no event such cure period shall be longer than ten (10) business days), Buyer may pursue an action for specific performance, or terminate this Agreement and sue for damages, and exercise any other remedy available to Buyer at law or in equity. No termination of escrow by Buyer following a breach by Seller shall be deemed to waive such breach or any remedy otherwise available to Buyer.

(a) Buyer's Default. If the Close of Escrow shall fail to occur because of Buyer's uncured default under this Agreement (which in no event such cure period shall be longer than ten (10) business days), Seller shall may thereafter: (i) terminate this agreement; (ii) receive and retain $10,000 as liquidated damages if such default occurs after Buyer's approval of due diligence in Section 5.1.5; and (iii) exercise the other rights and remedies reserved by Seller as provided in this Section. In the event Seller terminates this agreement by reason of Buyer's default, Buyer and Seller shall be relieved of any further obligation to each other with respect to this Agreement and the Property except for any obligations which expressly survive. It is expressly understood and agreed by Buyer and Seller: that it is extremely difficult and impractical to calculate and ascertain as of the effective date of this Agreement the actual damages which would be suffered in such event by Seller; and that the amount above is a reasonable estimate of the extent to which Seller may be damaged by Buyer's default in light of the difficulty the parties would have in determining Seller's actual damages as a result of such default by Buyer. Seller hereby waives the right to maintain an action for specific performance of Buyer's obligation to purchase the Property and Seller agrees that Seller can be adequately compensated in money damages if Buyer fails to purchase the property in breach of this agreement

_____ _____
SELLER'S INITIALS BUYER'S INITIALS

10. Miscellaneous Provisions.

10.1 Advice of Counsel. Each of the Parties acknowledge that in connection with the negotiation and execution of this Agreement, they have each been represented by independent counsel of their own choosing and the Parties executed this Agreement after review

by such independent counsel, or, if they were not so represented, said non-representation is and was the voluntary, intelligent and informed decision and election of any of the Parties not so represented; and, prior to executing this Agreement, each of the Parties has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters that are the subject of this Agreement.

10.2 Assignment. Neither this Agreement nor any interest herein shall be assignable by either Party without the other Party's prior written consent, granted or withheld in that Party's sole discretion.

10.3 Entire Agreement. This Agreement constitutes the entire agreement between Buyer and Seller regarding the Property, and supersedes all prior discussions, negotiations and agreements between Buyer and Seller, whether oral or written. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation concerning the Property, express or implied, not specified herein.

10.4 Time of the Essence. Time is of the essence with respect to all of the terms, conditions and obligations set forth herein.

10.5 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be addressed as set forth below, and shall be deemed to have been delivered when one (1) business day after deposit with a reputable overnight courier marked for "next day" delivery, or on the date shown on the return receipt after deposit in U. S. Mail, certified or registered, postage prepaid return receipt requested after it has been returned.

To Buyer:
City of Fontana
8353 Sierra Ave
Fontana, CA 92335
Attn: City Manager

To Seller:
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
1170 West Third Street
San Bernardino, CA 92410
Attn: Ryan Aschenbrenner

10.6 FIRPTA. The Foreign Investment in Real Property Tax Act (FIRPTA), IRC 1445, requires that every purchaser of U.S. real property must, unless an exemption applies, deduct and withhold from escrow proceeds ten percent (10%) of the gross sales price due to the property seller. The primary exemptions which might be applicable are: (a) the seller provides the buyer with an affidavit under penalty of perjury that the seller is not a "foreign person" as defined in FIRPTA, or (b) the seller provides the buyer with a "qualifying statement," as defined in FIRPTA, issued by the Internal Revenue Service. If required by Escrow Holder, Seller and Buyer agree to execute and deliver as appropriate any instrument, affidavit, statement, or a FIRPTA Certificate

and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated there under.

10.7 Brokers. Seller and Buyer each warrant that they have had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the transactions contemplated herein and no broker or other person, firm or entity are entitled to any commission or finder's fee in connection with these transactions as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any and all claims, liabilities, losses, damages, costs, or expenses based on or resulting from its (i.e., the indemnifying party's) communications with any broker, finder or other similar person or entity.

10.8 Governing Law. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.9 Required Actions. The Parties hereto agree to and shall execute all reasonable instruments and documents and take all reasonable actions necessary to consummate the transaction contemplated by this Agreement.

10.10 Covenants. Seller covenants and agrees that after the date of the execution of this Agreement and through the Closing Date: (a) Seller shall comply with all laws, rules, regulations and ordinances relating in any way to the Property; and (b) Seller shall not subject the Property or permit it to be subjected to any liens, encumbrances, covenants, conditions, restrictions, easements, rights of way or similar matters, except as otherwise set forth in the title report to be delivered to Buyer.

10.11 Severability. If any term, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each remaining term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law unless any of the stated purposes of this Agreement would be defeated.

10.12 Waivers. No waiver of any breach of any term, covenant or condition of this Agreement shall be deemed a waiver of any preceding or succeeding breach of that same of any other term, covenant or condition.

10.13 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties.

10.14 Headings. Headings at the beginning of each Section are solely for the convenience of the Parties and are not a part of this Agreement. Whenever the context requires, the singular shall include the plural and the masculine shall include the feminine, and vice versa.

10.15 Survival. To the extent not required to be performed before the Closing Date or other cancellation of this Agreement, the representations and warranties of Seller contained

in Section 7 shall survive the Closing Date for a period of 180 days or other cancellation of this Agreement.

10.16 No Third Party Beneficiaries. Nothing in this Agreement is intended to confer on any person or entity who is not a party to this Agreement any rights or remedies.

10.17 Amendment. Any amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

10.18 Attorneys' Fees. If any Party brings an action or proceeding involving the Property whether founded in tort, contract or equity, or to declare rights hereunder the Prevailing Party, as defined herein, in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and expenses. "Prevailing Party" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense.

10.19 Days of Week. A "business day," as used herein, shall mean any day other than a Saturday, Sunday or holiday, as defined in Section 6700 of the California Government Code. If any date for performance herein falls on a day other than a business day, the time for such performance shall be extended to 5:00 p.m. on the next business day.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Seller:

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Carolyn Schindler
Executive Director

APPROVED AS TO FORM:

_____
Iain MacMillan,
Assistant General Counsel

Buyer:

CITY OF FONTANA

By: _____
Matt Ballantyne, City Manager

ATTEST:

_____
Germaine Key, City Clerk

APPROVED AS TO FORM:

_____
Ruben Duran, City Attorney

EXHIBIT 1 TO
PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

FORM OF GRANT DEED (WITH LEGAL DESCRIPTION)

(Attached.)

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Attn: Public Works Department

Portion of APN: 0191-291-19

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documentary Transfer Tax: $0; exempt conveyance to a California public entity (a municipal corporation/city)

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a county transportation authority pursuant to Public Utility Code §§ 130800 et seq. ("**GRANTOR**"), does hereby grants to the CITY OF FONTANA, a California municipal corporation ("**GRANTEE**"), all that certain real property described more particularly in Exhibit A attached hereto and any and all improvements thereon.

IN WITNESS WHEREOF, GRANTOR has caused this Grant Deed to be executed by its authorized representative as of the date specified below.

GRANTOR:

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY,
a county transportation authority pursuant to
Public Utility Code §§ 130800 et seq.

By: _____
Carolyn Schindler, Executive Director

Date: _____, 2026

Exhibit A to Grant Deed

Legal Description [of APN 0191-161-25]

APN 0191-161-25 as being all that portion of Block S-7 of the Fontana Townsite, recorded on page 53, in Book 19 of Maps, in the Office of the County Recorder of San Bernardino County, described in the Grant Deed from Southern Pacific Transportation Company to San Bernardino County Transportation Authority, recorded as Instrument 1991-0130996 on 4/19/1991, on pages A-88 and A-89 of Exhibit A to said Instrument 1991-0130996, excepting the property described in the Grant Deed from San Bernardino County Transportation Authority to Fontana Redevelopment Agency, recorded as Instrument 2004-0632157, on 8/31/2024, both instruments recorded in the Official Records in the County of San Bernardino.

Excepting therefrom all minerals and mineral rights, interests and royalties, including without limitation, all oil, gas, and other hydrocarbon substances, as well as metallic or other solid minerals of whatever kind or character, whether now known or hereafter discovered, in and under the land below a depth of 500 feet under the surface without regard to the manner in which the same may be produced or extracted from the land, but without any right to enter upon or through the surface down to 500 feet below the surface to extract, drill, explore or otherwise exploit such minerals or mineral rights and without any right to remove or impair lateral or subadjacent support, as reserved in the aforementioned Instrument No 1991-0130996.

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

State of California)
County of San Bernardino)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

(Govt. Code § 27281)

This is to certify that the interest in real property conveyed by the Grant Deed dated _____ from the San Bernardino County Transportation Authority, a county transportation authority pursuant to the California Public Utilities Code Section 130800, et. seq., to the City of Fontana, a Municipal Corporation, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution 91-152 of the City Council, adopted on July 16, 1991; and the grantee consents to the recordation thereof by its duly authorized officer.

CITY OF FONTANA

By: _____

Gia Kim, P.E
Public Works Director/City Engineer

Vicinity Map

File #: 26-0861
Agenda #: D.

Agenda Date: 4/14/2026
Category: Consent Calendar

FROM:
Engineering

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

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

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

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 addressing homelessness through proactive programs, including the efforts of the COAST and MET teams.
- Invest in the City’s infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- Invest in the City’s infrastructure (streets, sewers, parks, etc.) by creating and promoting community through people, parks, and programs.

DISCUSSION:
The City of Fontana’s Capital Improvement Budget includes the Regional Navigation Center Tenant Improvements Project (“Project”). The proposed tenant improvements will provide for the conversion of the existing industrial facility located at 11109 Jasmine Street, Fontana, CA 92337, into a Regional Navigation Center intended to house chronically homeless individuals in small dormitory-style living quarters, as well as provide individual living units for those requiring less intensive care. Improvements to the facility will include the construction of meeting and office spaces for occupants and counseling services, group and individual living areas, a reception lobby, commercial kitchen, food storage, restrooms, showers/baths, laundry facilities, dining hall, recreation areas, and all

associated electrical, plumbing, HVAC, technology, and site improvements required to support the facility. It is estimated that the facility will house up to two hundred (200) chronically homeless individuals in dormitory-style accommodations and provide individual units for those requiring less intensive care. Final tenant occupancy and detailed space programming will continue to be refined during the design development process.

On May 13, 2025, the City Council awarded a Professional Services Agreement to Robert, Borders & Associates for architectural design services for the Project in the amount of $625,399.00.

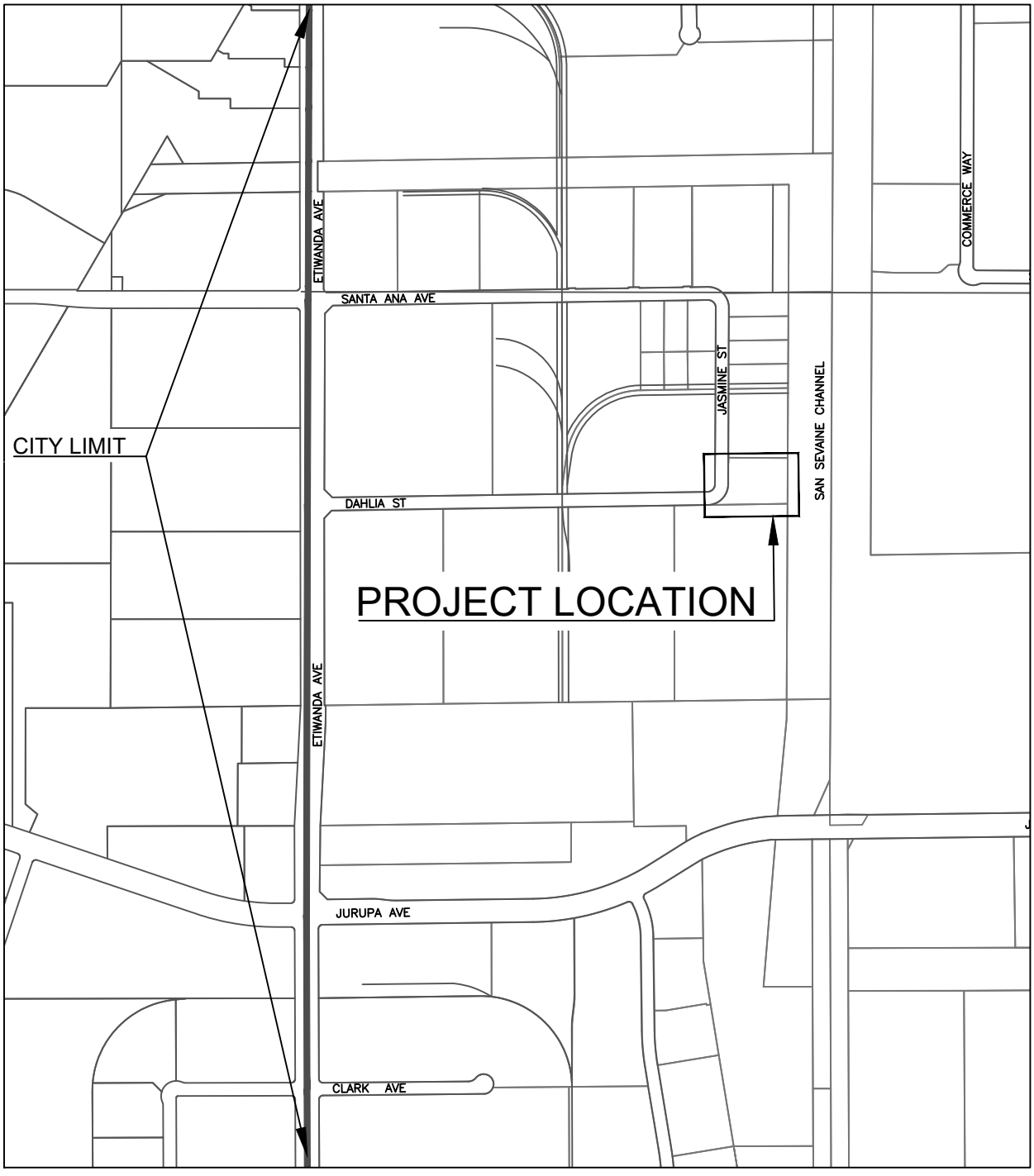
Since the commencement of design services, additional scope has been identified to support the expedited delivery of the project and address expanded project requirements. These additional services include architectural and engineering design associated with an increased second-floor building footprint, seismic upgrades, elevator design, and other design elements necessary to accommodate the updated project program and building requirements.

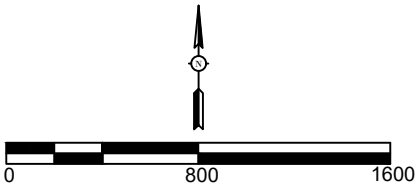
The proposed amendment will increase the agreement by $147,120.00 to compensate the consultant for the additional services. Upon approval of this amendment, the total contract amount will increase from $625,399.00 to $772,519.00. The additional services are necessary to support the expanded scope of the project and maintain the current project schedule.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is $147,120.00 for the full term of the agreement which is included in the 2025-2026 budget in the Regional Navigation Center Project # 37600084-601-A-8113, Fund 601 - Capital Reinvestment.

MOTION:
Approve staff recommendation.

REGIONAL NAVIGATION CENTER TENANT IMPROVEMENT PROJECT





SCALE 1:800

AMENDMENT NO. 1
TO THE
PROFESSIONAL SERVICES AGREEMENT
SP-25-91-SP
BETWEEN
THE CITY OF FONTANA
AND
ROBERT, BORDERS & ASSOCIATES

1. Parties and Date.

This Amendment No. 1 to the Professional Services Agreement is made and entered into as of the 15th day of April, 2026 by and between the City of Fontana, a public agency organized and operating under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 ("City"), and Robert, Borders & Associates, a Corporation with its principal place of business at 1675 Scenic Ave., Suite 210, Costa Mesa, CA 92626 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties".

2. Recitals.

2.1 Consultant. The City and Consultant have entered into an agreement entitled "Professional Services Agreement" dated the 13th day of May, 2025, ("Agreement") for the purpose of retaining the services of Consultant to provide Architectural Design Services.

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to revise the Compensation.

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

3. Terms.

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

2. Compensation

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

b. Amendment No. 1 is authorized in the amount of **$147,120.00 [One Hundred Forty-seven Thousand, One Hundred Twenty Dollars and No Cents]**. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **$772,519.00 [Seven Hundred Seventy-two Thousand, Five Hundred Nineteen Dollars and No Cents]**. This amount is to cover all printing and related costs, and the City

will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

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

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

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

[Signatures on Next Page]

SIGNATURE PAGE TO
AMENDMENT NO. 1
TO THE CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT

CITY OF FONTANA

By: _____
Matthew C. Ballantyne
City Manager

Attest:

By: _____
Germaine McClellan Key
City Clerk

By: _____
Phillip Burum
Deputy City Manager

Approved as to form:

_____
Best Best & Krieger LLP
City Attorney

By: _____
Gia Kim
Public Works Director/City Engineer

ROBERT, BORDERS & ASSOCIATES

By: _____
Shelly DiLauro
Principal I Design

By: _____
Loren Della Marna
Principal I Architect

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

_____
Jessica Brown
Chief Financial Officer

_____
Sid Lambert
Purchasing Manager

BORDERS ARCHITECTS

[O] 949-851-1317
1675 Scenic Ave., Suite 210
Costa Mesa, CA 92626

25 February 2026

City of Fontana
8353 Sierra Avenue
Fontana, CA 92335

Attention: Christopher Smethurst
Senior Engineer

Project: CITY OF FONTANA
Regional Navigation Center T.I
Fontana, CA

Project No.: 25011 DE-25-91-SP

Subject: LOA 1 – Additional Scope

This Letter of Authorization (LOA) No. One is written to document our authorization to provide Additional Services under the terms of our Agreement for this project. The following services have been requested that were not part of the original Basic Services scope of work. This LOA does not include the WQMP and roof screen scope, if required.

1. Space Plan revisions with added scope for expanded second floor mezzanine area of approximately 4,870 SF and reconfigured first floor. Work to include new elevator, new secondary stair, infill of truck well for outdoor activity space, entry canopies, value engineering of space plan with the reduction of 2nd floor area and floor plan reconfiguration.

2. Additional services for Architectural and Interior Design Services for new scope noted above plus additional coordination of various City requirements.

3. City Entitlements: Planning submittal coordination and drawing preparation, estimate 15 hours.

4. Additional semi-monthly Design Meetings as requested. Estimating 8 meetings.

5. Additional services for Structural Engineering Consulting Services for new scope including new mezzanine, elevator, truck well infill and entry canopies.

6. Additional services for a Structural Seismic Building upgrade based upon new use.

7. Additional services for Mechanical, Electrical and Plumbing Engineering to accommodate expanded second floor.

8. Additional services for Civil Site topographic survey for exterior elements.

9. New scope to include an Elevator Design Consultant.

Continue on next page….

Compensation for this work will consist of the following:

Space plan revisions & value engineering	$12,360.00
Architectural Additional Services	19,724.00
City Entitlement coordination, 15 hours	2,925.00
Design Meetings, 8 meetings	3,120.00
Structural Engineering Additional Services	39,905.00
Structural Seismic Upgrade	23,000.00
M/E/P Engineering Additional Services	23,000.00
Civil Site Topo Survey	9,286.00
Elevator Consultant	13,800.00
Subtotal	$147,120.00
Total LOA No. One	**$147,120.00**

This Letter of Authorization No. One authorizes the Additional Services work described above. Please execute this authorization by signing in the space provided below and return one copy for our files.

Sincerely,
Borders Architects

Shelly J. DiLauro

Shelly J. DiLauro, CID LEED AP ID+C
Principal

LDM:jrg

Approved: **CITY OF FONTANA**

By:_____ Date:_____

File #: 26-0869
Agenda #: E.

Agenda Date: 4/14/2026
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Adopt a Resolution for Projects Funded by the Road Repair and Accountability Act, SB 1

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

COUNCIL GOALS:

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

DISCUSSION:
On April 28, 2017, the Governor of the State of California signed Senate Bill 1 ("SB 1"), the Road Repair and Accountability Act of 2017. The "Gas Tax" funds shall be for basic road maintenance, rehabilitation, and critical safety needs on both state highway and the local street roadway system.

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, eligibility of Road Maintenance and Rehabilitation Account (RMRA) funding requires cities to adhere to specific documentation submittal to the California Transportation Commission (CTC).

Prior to the City of Fontana approving apportionment of the RMRA funds, a list of projects proposed to be funded by SB 1 must be adopted by the City Council at a regular public meeting.

For Fiscal Year 2026-2027, it is anticipated the City will receive $6,149,643.00 of SB 1, RMRA funds. The Public Works & Engineering Department has identified the following list of projects for SB 1, RMRA funding use:

- Southridge Grid 51 North Residential and Collector Streets Pavement Rehabilitation
- Grid 20 South Residential Pavement Rehabilitation
- Beech Avenue Pavement Rehabilitation
- Summit Avenue Pavement Rehabilitation

- Canyon Crest Drive Pavement Rehabilitation
- Grid 35 ADA Curb Ramp Replacement
- Citywide Slurry Seal Pavement Maintenance
- Engineering Design Services for Pavement Rehabilitation Works within Caltrans R/W as defined in the Freeway Maintenance Agreements

Estimated useful life will be five (5) to fifteen (15) years. The anticipated year of construction and engineering will be 2026 through 2027.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is $6,149,643.00, which is the total estimated revenue in Fiscal Year 2026-2027 RMRA funding (Fund 283). The total revenue and individual projects requests are included in the FY 2026-2027 budget and will be revised at future quarterly adjustments if needed.

MOTION:
Approve staff recommendation.

RESOLUTION NO. 2026-021

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-27 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Fontana are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Fontana must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Fontana, will receive an estimated $6,149,643.00 in RMRA funding in Fiscal Year 2026-27 from SB 1; and

WHEREAS, this is the tenth year in which the City of Fontana is receiving SB 1 funding and will enable the City of Fontana to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Fontana has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City of Fontana used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Fontana maintain and rehabilitate up to 47 lane miles of streets/roads, and all of the required ADA curb ramp, curb and gutter, and striping upgrades throughout the City of Fontana this year and many more of similar projects into the future; and

WHEREAS, the Final Report August 2021 California Statewide Local Streets and Roads Needs Assessment found that the City of Fontana streets and roads are "estimated" to be in "good" condition, and this revenue will help us maintain or increase the overall quality of our road system and over the next decade will keep our streets and roads in an "estimated good" condition, or bring our streets and roads into a "excellent" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account revenues:

Project Title: Southridge Grid 51 North Residential and Collector Streets Pavement Rehabilitation
Project Description: Full depth removal, 2" mill & overlay, and/or slurry seal.
Project to include all pre-construction and construction costs, which include design, survey, Geotech, mill and overlay, pavement repairs, crack sealing, slurry seal, ADA ramp upgrades, curb and gutter, cross gutters, loops, striping, and testing, but may include additional work.
Project Location: Various residential and collector streets between Jurupa Avenue and Live Oak Avenue and between Cherry Avenue and Hemlock Avenue
Estimated Pre-Construction Schedule: Start (07/26) – Completion (01/27)
Estimated Construction Schedule: Start (02/27) – Completion (10/27) based on the component being funded with RMRA funds.
Estimated Project Useful Life: 7 to 15 years

Project Title: Grid 20 South Residential
Project Description: Full depth removal, 2" mill & overlay, and/or slurry seal.
Project to include all pre-construction and construction costs, which include design, survey, Geotech, mill and overlay, full depth removal and replacement, pavement repairs, crack sealing, slurry seal, ADA ramp upgrades, curb and gutter, cross gutters, loops, striping, and testing, but may include additional work.
Project Location: All residential streets between Miller Avenue and Foothill Avenue and between Citrus Avenue and Sierra Avenue
Estimated Pre-Construction Schedule: Start (07/26) – Completion (01/27)
Estimated Construction Schedule: Start (02/27) – Completion (10/27) based on the component being funded with RMRA funds.
Estimated Project Useful Life: 7 to 15 years

Project Title: Beech Avenue Pavement Rehabilitation
Project Description: 2” mill & overlay and/or slurry seal
Project to include all pre-construction and construction costs, which include design, survey, Geotech, mill and overlay, pavement repairs, crack sealing, slurry seal, ADA ramp upgrades, curb and gutter, cross gutters, loops, striping, and testing, but may include additional work.
Project Location: Beech Avenue between the 15 Freeway Sierra Lakes Parkway
Estimated Pre-Construction Schedule: Start (07/26) – Completion (01/27)
Estimated Construction Schedule: Start (02/27) – Completion (10/27) based on the component being funded with RMRA funds.
Estimated Project Useful Life: 7 to 15 years

Project Title: Summit Avenue Pavement Rehabilitation
Project Description: 2” mill & overlay and/or slurry seal
Project to include all pre-construction and construction costs, which include design, survey, Geotech, grind and overlay, pavement repairs, crack sealing, slurry seal, ADA ramp upgrades, curb and gutter, cross gutters, loops, striping, and testing, but may include additional work.
Project Location: Summit Avenue between Dakota Avenue and Citrus Avenue
Estimated Pre-Construction Schedule: Start (07/26) – Completion (01/27)
Estimated Construction Schedule: Start (02/27) – Completion (10/27) based on the component being funded with RMRA funds.
Estimated Project Useful Life: 7 to 15 years

Project Title: Canyon Crest Drive Pavement Rehabilitation
Project Description: Full depth removal, 2” mill & overlay, and/or slurry seal
Project to include all pre-construction and construction costs, which include design, survey, Geotech, grind and overlay, pavement repairs, crack sealing, slurry seal, ADA ramp upgrades, curb and gutter, cross gutters, loops, striping, and testing, but may include additional work.
Project Location: Canyon Crest Drive, from Cherry Avenue past Weeping Willow Lane to end of Cul-De-Sac
Estimated Pre-Construction Schedule: Start (07/26) – Completion (01/27)
Estimated Construction Schedule: Start (02/27) – Completion (10/27) based on the component being funded with RMRA funds.
Estimated Project Useful Life: 7 to 15 years

Project Title: Grid 35 ADA Curb Ramp Replacement
Project Description: Remove and replace non-compliant curb ramps
Project to include all pre-construction and construction costs, which include design, survey, Geotech, grind and overlay, pavement repairs, crack sealing, slurry seal, ADA ramp upgrades, curb and gutter, cross gutters, loops, striping, and testing, but may include additional work.

Project Location: All non-compliant curb ramps between Merrill Avenue and San Bernardino Avenue and between Sierra Avenue and Alder Avenue
Estimated Pre-Construction Schedule: Start (07/26) – Completion (01/27)
Estimated Construction Schedule: Start (02/27) – Completion (10/27) based on the component being funded with RMRA funds.
Estimated Project Useful Life: 7 to 15 years

Project Title: Citywide Slurry Seal Pavement Maintenance
Project Description: Slurry seal
Project to include all pre-construction and construction costs, which include design, survey, Geotech, pavement repairs, crack sealing, slurry seal, striping, and testing, but may include additional work.
Project Location: Various locations throughout the City
Estimated Pre-Construction Schedule: Start (07/26) – Completion (01/27)
Estimated Construction Schedule: Start (02/27) – Completion (10/27) based on the component being funded with RMRA funds.
Estimated Project Useful Life: 5 to 7 years

Project Title: Engineering Design Services for Citywide Caltrans Work
Project Description: Engineering Design Services
Project to include all engineering design services, pre-construction and construction costs, which include design, survey, Geotech, Caltrans permit applications, coordination, and testing, but may include additional work.
Project Location: Various Under/Over crossing locations throughout the City at the I-15, I-10, and I-210 freeways
Estimated Design Schedule: Start (8/26) – Completion (06/27)
Estimated Construction Schedule: Start (TBD) – Completion (TBD) based on the component being funded with RMRA funds.
Estimated Project Useful Life: 7 to 15 years

Section 3. Effective Date. This Resolution shall become effective immediately.

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

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

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

APPROVED AND ADOPTED this 14th day of April, 2026.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council at a regular meeting held on the 14th day of April, 2026, by the following vote to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk

File #: 26-0870
Agenda #: F.

Agenda Date: 4/14/2026
Category: Consent Calendar

FROM:
Engineering

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

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

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

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

Due to the high volume of plan review requests, an amendment in the amount of $198,000 is requested to the existing task order of $279,000 to provide timely plan check review services.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is $198,000 and is included in the 2025-26 budget in the General Fund (Fund 101), in accounts 10137404-8116 in the amount of $35,000, 10137404-8130 in the amount of $151,000, and in the Storm Water Compliance Fund (Fund 125) in account 12537401-8130 in the amount of $12,000.

MOTION:
Approve staff recommendation.

Docusign Envelope ID: B0A02022-C49A-4A2A-9FAF-23895A45AD4E

FONTANA
CALIFORNIA

STANDARD TASK ORDER FORM
AMENDMENT

Consultant: NV5, Inc. **Date:** 11/10/2025 **Original Amount: $** 99,000.00 **Cumulative Prior Amount: $** 99,000.00 **New Contract Amount: $** 279,000.00	**Task Order #:** 2.1 **Proposal Bid No.:** DE-24-165-SQ **Contract No.:** DE-24-195-SQ **Budget No.:** 12537401.8130 10137404.8130 & 8116 **Task / Project Name:** Plan Checking Services, Map Checking Services, WQMP Review

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

Original End Date: 06/30/2026

New End Date: 06/30/2026

Dollar Amount of Amended Task Order: Not to exceed $ 180,000.00

With this Task Order Amendment, the continuing effect of the On-Call Professional Service Agreement on a Task Order Basis (Contract No. stated above) remain in full force and effect and Time of Performance shall terminate at the end date of this Task Order.

INITIATING PARTY (Party responsible for initiating the change order request)

☒ City Initiated ☐ Contractor Initiated

☐ Change in Scope ☐ Unforeseen Conditions

Docusign Envelope ID: B0A02022-C49A-4A2A-9FAF-23895A45AD4E

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

CITY OF FONTANA

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

By: Phillip Burum
Deputy City Manager

DH By: Gia Kim
Director of Engineering

NV5, Inc.

By: David Meknafs

Attest: [1]

By:

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Jessica Brown
Chief Financial Officer

Sid Lambert
Purchasing Manager

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

Docusign Envelope ID: B0A02022-C49A-4A2A-9FAF-23895A45AD4E

8353 Sierra Avenue
Fontana, CA 92335

City of Fontana

Action Report

City Council Meeting

File #: 25-0549
Agenda #: E.

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

FROM:
Engineering

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

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

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

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

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

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

MOTION:
Approve staff recommendation.

Certificate Of Completion

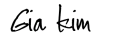
Envelope Id: B0A02022-C49A-4A2A-9FAF-23895A45AD4E
Status: Completed
Subject: Amendment Task Order Over $50,000
Source Envelope:
Document Pages: 3
Signatures: 6
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Purchasing Office
8353 Sierra Avenue
Fontana, CA 92335
purchasing@fontana.org
IP Address: 192.146.186.96

Record Tracking

Status: Original
11/25/2025 | 10:56 AM
Holder: Purchasing Office
purchasing@fontana.org
Location: DocuSign

Signer Events	Signature	Timestamp
Denise Cortes dcortes@fontanaca.gov NV5, Inc. Security Level: DocuSign.email ID: 1 11/25/2025 | 10:56 AM **Electronic Record and Signature Disclosure:** Accepted: 11/25/2025 | 10:56 AM ID: 4a77f6b3-ee03-4172-83d4-285e2b236fe6	**Completed** Using IP Address: 192.146.186.96	Sent: 11/25/2025 | 10:56 AM Viewed: 11/25/2025 | 10:56 AM Signed: 11/25/2025 | 11:02 AM
Purchasing Office purchasing@fontana.org www.fontanapurchasing.org OPR Communications Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 192.146.186.96	Sent: 11/25/2025 | 11:02 AM Viewed: 11/25/2025 | 11:03 AM Signed: 11/25/2025 | 11:06 AM
David Niknafs gary.rivas@nv5.com NV5 Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/25/2025 | 11:21 AM ID: 0a7849fd-f63d-4a2b-a04c-c048bb819078	David Niknafs Signature Adoption: Pre-selected Style Using IP Address: 75.140.81.35	Sent: 11/25/2025 | 11:06 AM Viewed: 11/25/2025 | 11:21 AM Signed: 11/26/2025 | 07:08 AM
David Hammer dhammer@fontanaca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/2/2025 | 07:09 AM ID: 19627ef8-2157-44a7-926e-c2fd50f0d760	DH Signature Adoption: Pre-selected Style Using IP Address: 192.146.186.123	Sent: 11/26/2025 | 07:08 AM Viewed: 12/2/2025 | 07:09 AM Signed: 12/2/2025 | 07:10 AM

Signer Events	Signature	Timestamp
Gia Kim gkim@fontanaca.gov Public Works Director/City Engineer City of Fontana Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 192.146.186.123	Sent: 12/2/2025 | 07:10 AM Viewed: 12/2/2025 | 07:19 AM Signed: 12/2/2025 | 07:19 AM
Electronic Record and Signature Disclosure: Accepted: 12/2/2025 | 07:19 AM ID: 71feaa7f-8d18-4f57-8872-2004074810fb		
Phillip Burum pburum@fontanaca.gov Deputy City Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 192.146.186.123	Sent: 12/2/2025 | 07:19 AM Viewed: 12/2/2025 | 08:36 AM Signed: 12/2/2025 | 08:37 AM
Electronic Record and Signature Disclosure: Accepted: 12/2/2025 | 08:36 AM ID: 77bf4342-b234-439d-ad96-b24521f63aee		
Sid Lambert slambert@fontanaca.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 192.146.186.96	Sent: 12/2/2025 | 08:37 AM Viewed: 12/2/2025 | 10:19 AM Signed: 12/2/2025 | 10:19 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Jessica Brown jbrown@fontanaca.gov Chief Financial Officer Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 192.146.186.96	Sent: 12/2/2025 | 10:19 AM Viewed: 12/3/2025 | 09:02 AM Signed: 12/3/2025 | 09:03 AM
Electronic Record and Signature Disclosure: Accepted: 12/3/2025 | 09:02 AM ID: e94c7641-ab78-482b-a962-c63f5c9cb50d		
Matthew C. Ballantyne mballantyne@fontanaca.gov City Manager City of Fontana Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 192.146.186.96	Sent: 12/3/2025 | 09:03 AM Viewed: 12/3/2025 | 09:05 AM Signed: 12/3/2025 | 09:06 AM
Electronic Record and Signature Disclosure: Accepted: 12/3/2025 | 09:05 AM ID: d3b6ecc7-a84e-421d-96af-ef1fe6a33330		

In Person Signer Events	Signature	Timestamp

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Kathy Kasinger kkasinger@fontanaca.gov Records Coordinator Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/3/2025 | 07:29 AM ID: 8660d00c-b835-4ab7-8148-780b33eb077c	COPIED	Sent: 12/3/2025 | 09:06 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/25/2025 | 10:56 AM
Certified Delivered	Security Checked	12/3/2025 | 09:05 AM
Signing Complete	Security Checked	12/3/2025 | 09:06 AM
Completed	Security Checked	12/3/2025 | 09:06 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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Required hardware and software

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

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

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File #: 26-0887
Agenda #: G.

Agenda Date: 4/14/2026
Category: Consent Calendar

FROM:
Police Department

SUBJECT:
Annual Update on Military Equipment Pursuant to California Assembly Bill 481

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

COUNCIL GOALS:

- Operate in a businesslike manner by ensuring that the public debate is based on accurate information.
- Increase citizen involvement by seeking community input.
- Create and maintain a dynamic team by promoting stability and predictability by providing consistent policy direction.
- Create and maintain a dynamic team by communicating Goals and Objectives to all commissions and employees.

DISCUSSION:
Assembly Bill 481 ("AB 481"), codified at Government Code sections 7070 through 7075, requires the Fontana Police Department ("Department") to obtain annual approval from City Council of its military equipment use policy ("Policy") in order to continue the use of previously acquired military equipment.

The term "military equipment," as used in AB 481, does not necessarily indicate equipment used by the military. Items deemed to be "military equipment" include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, long range acoustic devices, and flashbangs. The list of items considered "military equipment" by AB 481 are employed by many law enforcement agencies across the country as best practices to enhance citizen and officer safety. Provided as an attachment to this staff report is the updated inventory list of military equipment that the department maintains, in accordance with Government Code section 7072. The use of the military equipment identified on the inventory list is vital to the Department's mission and will continue to be strictly regulated through internal processes and oversight.

On May 10, 2022 the City Council adopted Ordinance No. 1892 adopting a Military Equipment Use Policy, in accordance with AB 481. A copy of the Policy is included as an attachment to this staff report. In order for the Department to continue using the equipment authorized under the Policy, the

Department must submit an Annual Report to City Council, that includes the following: 1) A summary of how the military equipment was used and purpose of its use. 2) A summary of any complaints or concerns received concerning the military equipment. 3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response. 4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year submission of the annual military equipment report. 5) The quantity possessed for each type of military equipment. 6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

The Department is committed to utilizing equipment that helps to safeguard the community and reduce the risk of escalating volatile situations that might rise to the level of a lethal encounter.

Ordinance No. 1892 and the adopted Policy provide for safeguards to the public's safety, welfare, and civil rights and ensures transparency, oversight, and accountability measures are in place. As examples, the Department will be required to conduct annual audits of the equipment to ensure compliance with the policy, annually report to the City Council the use of this equipment and seek approval prior to acquiring any additional military equipment.

The Fontana Police Department webpage will be utilized for distribution of any updates to the above materials as well as for this Annual Report.

Attachments:
1. 2025 Fontana PD Military Equipment Inventory
2. 2025 Fontana PD Annual Report on Military Equipment Usage
3. Ordinance No. 1892, Adopting Policy 709 Governing Military Equipment Usage
4. Fontana PD Policy 709

FISCAL IMPACT:
There is no fiscal impact.

MOTION:
Accept staff recommendation.

2025

FONTANA POLICE DEPARTMENT

MILITARY EQUIPMENT INVENTORY

FOR JANUARY 1ST, 2025-DECEMBER 31ST, 2025

MILITARY EQUIPMENT INVENTORY

The Fontana Police Department utilizes the equipment listed below for law enforcement purposes only, in a manner that is consistent with the equipment's category's description. The Department's use complies with state and federal law, including any licensing or certification requirements, and County and Department policies and procedures. All equipment is used in a manner that protects public and officer safety and the community's civil rights and civil liberties, with the goal of minimizing injury to persons and property, including when exigent circumstances arise that may require a related use not explicitly described below. Deployments are relegated to those who have completed requisite training or qualification, including that from the Department and the Commission on Peace Officer Standards and Training (POST).

Unmanned Aircraft System (UAS):

Unmanned Aviation Systems (UAS) are unmanned, remotely controlled aircraft that are equipped with various sensors and are used to minimize injury or death to suspects, safety members, and others, and to avoid property damage. UAS use is often necessary for visual observation of incidents where a danger to life exists and traditional observation methods would be ineffective and more dangerous. Description, quantity, capabilities, and purchase cost of current UAS:

DJI MAVIC MINI, cost: $450 each, quantity- 2

Can be flown indoor or outdoor. Used primarily to search the interior of structures.

DJI MAVIC 2 Air, cost: $ 1,000 each, quantity- 1

Similar to the DJI Mavic Mini but has a better camera and longer battery life. Harder to maneuver indoors and so it is better suited for outdoor use.

DJI MAVIC 3 Air, cost: $2,300 each, quantity- 1

This is an updated version of the DJI Mavic and has an upgraded camera and battery life.

DJI Matrice 30T, cost: $10,000, total program: cost $200,000, quantity- 3

Integrated Wide, Zoom, and Infrared cameras with a laser Rangefinder sensor. These drones have been purchased and set up for the new Drone as a First Responder Program. The three drones are permanently docked at three separate locations around the city. Pilots will launch the drones from a desk and respond to anywhere within city limits in 90 seconds.

a. Purpose

To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

1. major collision investigations.
2. search for missing persons.
3. natural disaster management.
4. crime scene photography.
5. SWAT, tactical or other public safety and life preservation missions.
6. In response to specific requests from local, state or federal fire authorities for fire response and/or prevention.

b. Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate the UAS during approved missions.

c. Expected Life Span

10 years all equipment.

d. Fiscal Impact

Drone as a first Responder system will cost approximately $50,000 per year. The remainder of the drones are a one time cost.

e. Training

Each operator must attend a 40-hour department training and ongoing quarterly training.

f. Legal and Procedural Rules

The Fontana Police Department will utilize UAS only for official law enforcement purposes and in a manner that respects the privacy of our community, pursuant to State and Federal law.

Robotics:

Unmanned machine operating on the ground utilized to enhance the safety of the community and officers.

a. Description, quantity, capabilities, and purchase cost:

AVATAR, cost: $20,000. Quantity- 1

Equipped with cameras and adjustable tracks. This robot is mainly used for remote observation.

RECON SCOUT (Rialto PD equipment share), cost: $7,000. Quantity- 1

The size and durability of this robot allow it to be thrown places that officers cannot access. The camera allows for remote visual observation.

b. Purpose

To be used to remotely gain visual/audio data, deliver HNT phone, open doors, disrupt packages, and clear buildings and make announcements.

c. Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate the robots and at the discretion of the Incident or SWAT Commander.

d. Expected Life Span

All robots, 10-15 years.

e. Fiscal Impact

Robots are all a one-time purchase.

f. Training

All robot operators are assigned to SWAT and receive on-going training 20 hours a month.

g. Legal and Procedural Rules

It is the policy of the Fontana Police Department to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

Armored Vehicles:

Commercially produced wheeled armored personnel vehicle utilized for law enforcement purposes.

a. Description, quantity, capabilities, and purchase cost:

LENCO BEARCAT, G2, cost: $315,000.00, quantity: 1.

The Lenco Bearcat, G2, is an armored vehicle that seats 10-12 personnel with an open floor plan that allows for rescue of individuals. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

b. Purpose

To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

c. Authorized Use

The use of armored vehicles shall only be authorized by a supervisor, based on the specific circumstances of a given critical incident.

d. Lifespan

25 years.

e. Fiscal Impact

One time purchase with general maintenance fees ($12,000 annually).

f. Training

Armored vehicle uses and training takes place during annual trainings provided by the department. All sworn personnel are trained in the tactics and capabilities of the armored vehicles.

g. Legal and Procedural Rules

It is the policy of the Fontana Police Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

NIJ Level IV Armored Caterpillar (CAT) Multi-Terrain Loader (The ROOK):

The ROOK is a custom “armored critical incident vehicle” built on the chassis of a CAT Bulldozer, manufactured by Ring Power. The ROOK is built to increase job safety, versatility, and mission specific response. The ROOK is equipped with powerful mission specific attachments. The ROOK is capable of being used in tight areas both inside and outside, where traditional armored vehicles may not be able to enter.

a. Description, quantity, capabilities, and purchase cost:

ROOK- Modified CAT compact Track Loader chassis, cost: $400,000, quantity: 1.

The ROOK can be utilized by authorized SWAT personnel to identify, discover and locate threats or hazards, to include explosives and ballistic threats. The ROOK may be used to stabilize critical infrastructure and functions to minimize health and safety threats during a terrorist attack. During a terrorist attack, the ROOK will allow for law enforcement protected response.

b. Purpose

To provide a capability for defensive ballistic protection in indoor and outdoor environments, rescue platforms for elevated structure rescue, and rough terrain environments where certain equipment would be limited.

c. Authorized Use

The ROOK shall be used by SWAT team members in a manner consistent with Department training. Furthermore, only SWAT team members who have completed the appropriate training, will operate the ROOK.

d. Lifespan

25 years

e. Fiscal Impact

One time purchase and general fleet maintenance fees ($13,500 annually).

f. Training

All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction as well as normal SWAT bi-weekly training.

g. Legal and Procedural Rules

It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

Long Range Acoustic Device (LRAD) Long Range Acoustical Device:

(LRAD) is a high intensity directional acoustical array for long-range, crystal-clear hailing, notification, and an unmistakable warning tone. The LRAD is primarily used as a communication device.

a. Description, quantity, capabilities, and purchase cost:

LRAD 1000x Mag (received on a grant) Self-contained, portable, and featuring an extended voice broadcast range out to 600 meters, the LRAD ensures voice messages are clearly heard and understood. Obtained by Colton Police Department on a military equipment grant program. LRAD is shared by Inland Valley SWAT agencies.

b. Purpose

To be used to issue dispersal orders during crowd and riot control situations or to address the public in the event of civil emergencies, natural disasters, evacuations, and police incidents (e.g., missing persons, perimeters for wanted suspects/ K9 deployments, etc.). The LRAD may also be used to issue a warning tone.

c. Authorized Use

The LRAD shall only be used by officers trained in its deployment.

d. Lifespan

No life expectancy.

e. Fiscal Impact

None.

f. Training

All operators receive training prior to operating any of the LRAD's in the field.

g. Legal and Procedural Rules

It is the policy of the department to utilize the LRAD only for official law enforcement purposes, and pursuant to State and Federal law.

40 MM Launchers and Rounds:

40MM LMT Launchers are utilized by department personnel as a less lethal tool to launch impact rounds.

a. Description, quantity, capabilities, and purchase cost:

DEFENSE TECHNOLOGY, 40MM LMT SINGLE SHOT LAUNCHER, cost: $1000, quantity 50.

The 40MM Single Launcher is a tactical single shot launcher.

DEFENSE TECHNOLOGY, 40MM EXACT IMPACT SPONGE, #6325, Cost: $18, quantity: 150.

A less lethal 40mm lightweight plastic and foam projectile fired from a single 40mm launcher with a rifled barrel. The 40mm Exact Impact Sponge Round provides accurate and effective performance when fired from the approved distance.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

1. Self-destructive, dangerous and/or combative individuals.
2. Riot/crowd control and civil unrest incidents.
3. Circumstances where a tactical advantage can be obtained.
4. Potentially vicious animals.
5. Training exercises or approved demonstrations.

d. Training

Sworn members utilizing 40MM less lethal chemical agents or impact rounds are trained in there use by POST certified less lethal and chemical agent instructors.

e. Lifespan

25 years.

f. Fiscal Impact

No annual fiscal impact.

g. Legal and Procedural Rules

It is the policy of the Fontana Police Department to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Chemical Agent and Smoke Canisters:

Canisters that contain chemical agents that are released when deployed.

a. Description, quantity, capabilities, and purchase cost:
Various Quantities of Chemical agent munitions, which are commonly referred to as “tear gas,” are used by the Fontana Police Department and Inland Valley SWAT team as a non-lethal tool to disperse rioting suspects and on barricaded suspects per Fontana Police Department Policy and applicable law. The Fontana Police Department uses chemical agents which are used by law enforcement across the United States: CS (2 Chlorobenzylidenemalononitrile) and OC (Oleoresin Capsicum). CS is an irritating agent and lachrymator (irritates the eyes and causes tears to flow). CS has been medically tested in the UK and US, specifically by the U.S. Army. There are no known allergic reactions to CS. OC was de-regulated in California in 1996, is endorsed by the FBI, and is available to civilians to legally possess (2.5 oz. or less). OC is an inflammatory agent which causes involuntary closure of eyes (open in 2-5 minutes) and respiratory inflammation (subsides in approximately 2 minutes).

Inland Valley SWAT Inventory

- Combined Tactical Systems 9230 CS Smoke - 2
- Combined Tactical Systems 4330 Liquid Ferrets – 55
- Combined Tactical Systems 5230B – 38
- Combined Tactical Systems 6340 OC-V – 5
- Combined Tactical Systems 8230 (pocket tactical) – 22
- Combined Tactical Systems 5210 white smoke – 3
- Combined Tactical Systems 5230 Riot CS smoke – 20
- Combined Tactical Systems 5230JL (Jet Lite) CS smoke – 4
- Combined Tactical Systems 8210 Smoke – 1
- Combined Tactical Systems 40mm muzzle blast (4630) – 15
- Combined Tactical Systems 4431 Powdered Ferrets - 15

- Combined Tactical Systems 9230 CS Smoke - 2
- Combined Tactical Systems 4330 Liquid Ferrets – 26
- Combined Tactical Systems 5230B – 31
- Combined Tactical Systems 6340 OC-V – 5
- Combined Tactical Systems 8230 (pocket tactical) – 7
- Combined Tactical Systems 5210 white smoke – 3
- Combined Tactical Systems 5230 Riot CS smoke – 5
- Combined Tactical Systems 5230JL (Jet Lite) CS smoke – 2
- Combined Tactical Systems 8210 Smoke – 1

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to:

i. Self-destructive, dangerous and or combative individuals
ii. Riot/crowd control and civil unrest incidents
iii. Circumstances where a tactical advantage can be obtained.
iv. Potentially vicious animals
v. Training exercises or approved demonstrations.

c. Authorized Use

Only officers who have received POST certification in the use of chemical agents are authorized to use chemical agents.

d. Training

Sworn members utilizing chemical agent canisters are certified by POST less lethal and chemical agent instructors.

e. Lifespan

5 years from manufacturing dates.

f. Fiscal Impact

No annual cost.

g. Legal and Procedural Rules

It is the policy of the Fontana Police Department and Inland Valley SWAT to utilize chemical agents only for official law enforcement purposes, and pursuant to State and Federal Law, including Fontana Police Use of Force policy.

Less Lethal Shotgun:

Less Lethal Shotguns are used to deploy the less lethal 12-gauge Super-Sock Beanbag Round.

a. Description, quantity, capabilities, and purchase cost:

REMINGTON LESS LETHAL SHOTGUN, cost: $700, quantity: 21.

The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.

12-GAUGE SUPER-SOCK BEANBAG ROUND, cost: $5, quantity: 1800.

A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). CTS Super-Sock rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. Effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use

1.Self-destructive, dangerous and/or combative individuals.

2.Riot/crowd control and civil unrest incidents.

3. Circumstances where a tactical advantage can be obtained.
4. Potentially vicious animals.
5. Training exercises or approved demonstrations.

d. Lifespan

No expiration.

e. Fiscal Impact

None.

f. Training

All officers are trained in the 12 gauge less lethal shotgun as a less lethal option by in-service training.

h. Legal and Procedural Rules

It is the policy of the Fontana Police Department to utilize the less lethal shotgun only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Distraction Devices:

A distract device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

a. Description, quantity, capabilities, and purchase cost:

Defense Technology, 8933 Low Roll Distraction Device, cost: $50, quantity: 2.

CTS single bang, cost: $55 each. Quantity 50.

CTS double-bang, cost: $65 each. Quantity 10.

Def-Tech bang, cost: $65 each. Quantity 1.

CTS Five-Bang, cost: $85 each. Quantity 3.

CTS Nine-Bang, cost: $115 each. Quantity 4.

A non-bursting, non-fragmenting, limited rolling device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

b. Purpose

To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

c. Authorized Use

Diversionary Devices shall only be used:

- By officers who have been trained in their proper use.
- In hostage and barricaded subject situations.
- In high-risk warrant (search/arrest) services where there may be extreme hazards to officers or there is no response from suspects from announcements.
- During other high-risk situations where their use would enhance officer safety.

- During training exercises.

d. Lifespan

Until used.

e. Fiscal Impact

No annual maintenance.

f. Training

Prior to use, officers must attend divisionary device training that is conducted by Post certified instructors. SWAT team members consistently train on the use of distraction devices.

g. Legal and Procedural Rules

It is the policy of the Fontana Police Department and Inland Valley SWAT to utilize diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

Explosive Breaching Tools:

Tools that are used to conduct an explosive breach. All explosive breaching equipment is shared with the Inland Valley SWAT agencies.

a. Description, quantity, capabilities, and purchase cost:

DETONATING CORD, cost: $1 per foot, quantity: 1400 ft./ 437 meters.

The detonating cord is a thin, flexible plastic tube usually filled with pentaerythritol tetranitrate (PETN, pentrite). With the PETN exploding at a rate of approximately 6400 m/s, any common length of detonation cord appears to explode instantaneously. It is a high-speed fuse which explodes, rather than burns, and is suitable for detonating high explosives.

BLASTING CAP, cost: $12, quantity: 60.

A blasting cap is a small sensitive primary explosive device generally used to detonate a larger, more powerful and less sensitive secondary explosive such as TNT, dynamite, or plastic explosive. Blasting caps come in a variety of types, including non-electric caps, electric caps, and fuse caps.

b. Purpose

To safely and quickly gain entry into a structure.

c. Authorized Use

Explosive breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises.

d. Lifespan

Blasting Caps- 10 years.

Detonating cord- 10 years.

e. Fiscal Impact

One time purchase.

f. Training

All officers who use explosive breaching tools shall attend an approved Tactical Explosive Breacher Course and must additionally receive quarterly training for explosive operations.

g. Legal and Procedural Rules

It is the policy of the Fontana Police Department and Inland Valley SWAT to utilize explosive breaching tools only for official law enforcement purposes, and pursuant to State and Federal law.

Rifles:

Guns that are fired from shoulder level, thereby have greater accuracy over a long distance.

a. Description, quantity, capabilities, and purchase cost:

Colt LE 6920-5.56mm Patrol, cost: $1,000. Quantity 47.

Colt LE 6933-5.56mm Special Ops and Traffic, cost: $1,000. Quantity 52.

Colt LE 6946-5.56mm Special Ops and Traffic, cost: $1,000. Quantity 12.

Daniel Defense DDM4 5.56mm, cost: $1,450. Quantity 26.

Lewis Machine & Tool MWS .308 caliber, cost: $1,200. Quantity 2.

Colt Commandos, cost: $1,000. Quantity 2.

b. Purpose

To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

c. Authorized Use

Only members that have successfully completed department rifle training are authorized to use a rifle. (Policy 312.13)

d. Lifespan

No expiration.

e. Fiscal Impact

None.

f. Training

Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification two times a year.

g. Legal and Procedural Rules

Use is established under policy 312 of the Fontana Police Department. It is the policy of the Fontana Police Department to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

CITY OF FONTANA

2025 – Annual Military Equipment Report,
Prepared Pursuant to Government Code § 7072

In accordance with Government Code section 7072, the Fontana Police Department hereby submits for City Council review and approval the following annual military equipment report.

1. **A summary of how the military equipment was used and the purpose of its use.**

All military equipment owned by the Department, which is detailed in the attached Fontana Police Military Equipment Inventory, was used exclusively for the purposes designated by the Department's Military Equipment Policy (No. 709). In general, those purposes include use of standard patrol rifles and projectiles; use of unmanned aircraft systems for enhanced investigation and community safety; use of unmanned robotic machines operating on the ground to remotely gain visual/audio data, deliver HNT phone, open doors, disrupt packages, clear buildings, and make announcements; use of armored vehicles for transporting officers and supporting personnel during high-risk tactical operations; use of an NIJ Level IV Armored Caterpillar Multi-Terrain Loader to provide capability for defensive ballistic protection, rescue platforms for elevated structures, and use in rough terrain environments where other equipment might be limited; use of long range acoustic devices to issue dispersal orders during crowd and riot control situations, to address the public in the event of civil emergencies, natural disasters, evacuations, or police incidents, and to issue a warning tone; use of explosive breaching tools during tactical entry into a dwelling or other enclosed space when other breaching options have failed or when required; use of distraction devices to produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage; use of chemical agents and smoke canisters (by officers who are properly POST certified) to limit the escalation of conflict where employment of lethal force is prohibited or undesirable; use of projectile launch platforms and associated munitions to limit the escalation of conflict where employment of lethal force is prohibited or undesirable; and use of beanbag rounds and less lethal shotguns to limit conflict escalation and use of lethal force. In 2025, the Department used items from the patrol rifles, unmanned aircraft, and explosive breaching tools categories of the inventory, for the purpose of effectively and safely carrying out its duties. Officers are properly trained and certified to use the equipment in the inventory.

2. **A summary of any complaints or concerns received concerning the military equipment.**

The Department did not receive any complaints or citizen outreach concerning the Department's Military Equipment Use Policy or ongoing use of said equipment.

3. **The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.**

There were no violations of the Policy, and accordingly, no audits or actions took place in response.

4. **The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.**

Costs associated with military equipment in 2025 included the purchase of one (1) Daniel Defense SWAT Rifle, associated ammunition. These costs were accounted for in the City's 2025 budget.

5. **The quantity possessed for each type of military equipment.**

The quantity for each type of military equipment, including the new equipment purchased in 2025, is listed in the updated Military Equipment Inventory List, available on the City's website and in person at the Department.

6. **If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.**

The Department does intend to purchase a GArmor X5 UMG Armored Personal Carrier in 2026.

ORDINANCE NO. 1892

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA ADOPTING POLICE DEPARTMENT POLICY NO. 709, IN ACCORDANCE WITH ASSEMBLY BILL 481

WHEREAS, on September 30, 2021, Governor Newsom signed into law Assembly Bill ("AB") 481 to address the funding, acquisition, and use of military equipment, as that term is defined by Government Code section 7070(c); and

WHEREAS, AB 481 requires adoption of a military equipment policy ("Policy") by the City Council before the Fontana Police Department ("Department") may take action to request military equipment; seek funds (such as grants or in-kind donations) for acquiring military equipment; actually acquire military equipment, either permanently or temporarily by owning, borrowing, or leasing; collaborate with other law enforcement agencies to deploy or use military equipment in the agency's territorial jurisdiction; use new or existing military equipment in a manner not previously subject to AB 481's scope; solicit or respond to a proposal for, or enter into an agreement with, any person or entity to seek funds for, apply for, acquire, use, or collaborate in using military equipment; or to acquire military equipment through any other means not specifically detailed in the statute; and

WHEREAS, to continue to use military equipment acquired prior to January 1, 2022, the law enforcement agency must commence the process of adopting the Policy no later than May 1, 2022; and

WHEREAS, in accordance with AB 481, the proposed Policy was made available on the website on the Department website at least thirty (30) days prior to the public hearing by the City Council to adopt the Policy; and

WHEREAS, once adopted, the Policy will be made publicly available on the Department website for as long as the covered military equipment is available for use; and

WHEREAS, in accordance with AB 481, the Policy is on the agenda as an open session item at a regular meeting of the City Council, and public comment on the item will be allowed in accordance with the Brown Act; and

WHEREAS, this Ordinance shall be reviewed by the City Council at least annually, and based on an annual military equipment report that will be submitted to the City Council pursuant to AB 481, the City Council shall determine whether each type of military equipment identified in the report has complied with the standards for continued approval.

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

SECTION 1. RECITALS

The City Council finds that all recitals, facts, findings, and conclusions set forth above are true and correct and hereby incorporated by reference.

SECTION 2. FINDINGS

Pursuant to Government Code section 7071(d)(1), as may be amended or renumbered from time to time, the City Council hereby makes the following findings in support of its adoption of the Policy:

A. The military equipment identified in the Policy is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

B. The proposed Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

C. If the Department purchases military equipment pursuant to the Policy, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

D. Prior military equipment use complied with the Policy that was in effect at the time, or if prior uses did not comply with the accompanying Policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

SECTION 3. ADOPTION OF MILITARY EQUIPMENT POLICY

The City Council hereby adopts the Policy No. 709, Military Equipment Policy, along with any related Attachments, which are all attached hereto as Exhibit "A".

SECTION 4. CEQA.

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5. EFFECTIVE DATE.

This ordinance shall be effective thirty (30) days from and after its final passage.

SECTION 6. SEVERABILITY.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court

of competent jurisdiction, then such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Fontana hereby declare they would have adopted this ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions. sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. PUBLICATION.

The City Clerk is authorized and directed to cause this ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this ordinance to be published in the manner required by law using the alternative summary and posting procedure authorized under Government Code section 36933(c).

INTRODUCED at the regular meeting of Fontana Council on the 26th day of April 2022.

PASSED, APPROVED AND ADOPTED at the regular meeting of Fontana City Council on the 10th day of May 2022.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

I, Ashton Arocho, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance introduced at a regular meeting of said City Council on the 26th day of April, 2022 and was finally passed and adopted not less than five days thereafter on the 10th of May, 2022, by the following wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____

Mayor of the City of Fontana

ATTEST:

_____

City Clerk

Exhibit “A”

[insert AB 481 policy]

Military Equipment

709.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

709.1.1 DEFINITIONS

Definitions related to this policy include those provided in (Government Code § 7070) and as follows:

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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709.2 POLICY

It is the policy of the Fontana Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to the funding, acquisition and use of military equipment.

709.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police will designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Fontana Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

709.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

See attachment: FONTANA POLICE MILITARY EQUIPMENT INVENTORY.pdf

709.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

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(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

709.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective military equipment use policies in rendering mutual aid.

709.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use.

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

709.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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Attachments

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FONTANA POLICE MILITARY EQUIPMENT INVENTORY.pdf

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FONTANA POLICE MILITARY EQUIPMENT INVENTORY (Attachment)

Unmanned Aircraft System (UAS): An unmanned aircraft along with the associated equipment necessary to control it remotely.

a. Description, quantity, capabilities, and purchase cost of current UAS:

DJI MAVIC MINI, cost: $400 each, quantity: 2.
DJI MAVIC 2, cost: $ 800 each, quantity 3
Instant Eye MK, cost: $30,00 total with training and fleer, quantity 2

b. Purpose

To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

1. major collision investigations.
2. search for missing persons.
3. natural disaster management.
4. crime scene photography.
5. SWAT, tactical or other public safety and life preservation missions.
6. In response to specific requests from local, state or federal fire authorities for fire response and/or prevention.

c. Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate the DJI Mavic Mini during approved missions.

d. Expected Life Span

10 years all equipment.

e. Fiscal Impact

One time purchase.

f. Training

Each operator must attend a 40-hour department training and ongoing quarterly training.

g. Legal and Procedural Rules

The Fontana Police Department will utilize UAS only for official law enforcement purposes and in a manner that respects the privacy of our community, pursuant to State and Federal law.

Robots: Unmanned machine operating on the ground utilized to enhance the safety of the community and officers

a. Description, quantity, capabilities, and purchase cost

ICORE (Rialto PD equipment shared for Inland Valley SWAT)
AVATAR
RECON SCOUT

b. Purpose

To be used to remotely gain visual/audio data, deliver HNT phone, open doors, disrupt packages, and clear buildings and make announcements

c. Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate the robots and at the discretion of the Incident or SWAT Commander

d. Expected Life Span

All robots, 10-15 years.

e. Fiscal Impact

Robots are all a one-time purchase.

f. Training

All robot operators are assigned to SWAT and receive on-going training 20 hours a month.

g. Legal and Procedural Rules

It is the policy of the Fontana Police Department to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

Armored Vehicles: Commercially produced wheeled armored personnel vehicle utilized for law enforcement purposes

a. Description, quantity, capabilities, and purchase cost

LENCO BEARCAT, G2, cost: $315,000.00, quantity: 1. The Lenco Bearcat, G2, is an armored vehicle that seats 10-12 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor

b. Purpose

To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

c. Authorized Use

The use of armored vehicles shall only be authorized by a supervisor, based on the specific circumstances of a given critical incident.

d. Lifespan

25 years.

e. Fiscal Impact

One time purchase with general maintenance fees.

f. Training

Armored vehicle uses and training takes place during annual trainings provided by the department. All sworn personnel are trained in the tactics and capabilities of the armored vehicles.

g. Legal and Procedural Rules

It is the policy of the Fontana Police Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

NIJ Level IV Armored Caterpillar (CAT) Multi-Terrain Loader (The ROOK): The ROOK is a custom "armored critical incident vehicle" built on the chassis of a CAT Bulldozer, manufactured by Ring Power. The ROOK is built to increase job safety, versatility, and mission specific response. The ROOK is equipped with powerful mission specific attachments. The ROOK is capable of being used in tight areas both inside and outside, where traditional armored vehicles may not be able to enter

a. Description, quantity, capabilities, and purchase cost

ROOK- Modified CAT compact Track Loader chassis, cost: $400,000, quantity: 1. The ROOK can be utilized by authorized SWAT personnel to identify, discover and locate threats or hazards, to include explosives and ballistic threats. The ROOK may be used to stabilize critical infrastructure and functions to minimize health and safety threats during a terrorist attack. During a terrorist attack, the ROOK will allow for law enforcement protected response.

b. Purpose

To provide a capability for defensive ballistic protection in indoor and outdoor environments, rescue platforms for elevated structure rescue, and rough terrain environments where certain equipment would be limited.

c. Authorized Use

The ROOK shall be used by SWAT team members in a manner consistent with Department training. Furthermore, only SWAT team members who have completed the appropriate training, will operate the ROOK.

d. Lifespan

25 years

e. Fiscal Impact

One time purchase and general fleet maintenance fees.

f. Training

All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction as well as normal SWAT bi-weekly training.

g. Legal and Procedural Rules

It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

Long Range Acoustic Device (LRAD) Long Range Acoustical Device: (LRAD) is a high intensity directional acoustical array for long-range, crystal-clear hailing, notification, and an unmistakable warning tone. The LRAD is primarily used as a communication device.

a. Description, quantity, capabilities, and purchase cost

LRAD 1000x Mag (received on a grant) Self-contained, portable, and featuring an extended voice broadcast range out to 600 meters, the LRAD ensures voice messages are clearly heard and understood. Obtained by Colton Police Department on a military equipment grant program. LRAD is shared by Inland Valley SWAT agencies.

b. Purpose

To be used to issue dispersal orders during crowd and riot control situations or to address the public in the event of civil emergencies, natural disasters, evacuations, and police incidents (e.g., missing persons, perimeters for wanted suspects/ K9 deployments, etc.). The LRAD may also be used to issue a warning tone.

c. Authorized Use

The LRAD shall only be used by officers trained in its deployment

d. Lifespan

No life expectancy

e. Fiscal Impact

None

f. Training

All operators receive training prior to operating any of the LRAD's in the field.

g. Legal and Procedural Rules

It is the policy of the department to utilize the LRAD only for official law enforcement purposes, and pursuant to State and Federal law

40 MM Launchers and Rounds: 40MM LMT Launchers are utilized by department personnel as a less lethal tool to launch impact rounds.

a. Description, quantity, capabilities, and purchase cost

DEFENSE TECHNOLOGY, 40MM LMT SINGLE SHOT LAUNCHER, cost: $1000, quantity 50. The 40MM Single Launcher is a tactical single shot launcher.

DEFENSE TECHNOLOGY, 40MM EXACT IMPACT SPONGE, #6325, cost: $18, quantity: Fontana PD 206. A less lethal 40mm lightweight plastic and foam projectile fired from a single 40mm launcher with a rifled barrel. The 40mm Exact Impact Sponge Round provides accurate and effective performance when fired from the approved distance.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

1. Self-destructive, dangerous and/or combative individuals.
2. Riot/crowd control and civil unrest incidents.
3. Circumstances where a tactical advantage can be obtained.
4. Potentially vicious animals.
5. Training exercises or approved demonstrations.

d. Training

Sworn members utilizing 40MM less lethal chemical agents or impact rounds are trained in there use by POST certified less lethal and chemical agent instructors

e. Lifespan

25 years.

f. Fiscal Impact

No annual fiscal impact.

g. Legal and Procedural Rules

It is the policy of the Fontana Police Department to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Chemical Agent and Smoke Canisters: Canisters that contain chemical agents that are released when deployed

a. Description, quantity, capabilities, and purchase cost
Various Quantities of Chemical agent munitions, which are commonly referred to as "tear gas," are used by the Fontana Police Department and Inland Valley SWAT team as a non-lethal tool to disperse rioting suspects and on barricaded suspects per Fontana Police Department Policy and applicable law. The Fontana Police Department uses chemical agents which are used by law enforcement across the United States: CS (2 Chlorobenzylidenemalononitrile) and OC (Oleoresin Capsicum). CS is an irritating agent and lachrymator (irritates the eyes and causes tears to flow). CS has been medically tested in the UK and US, specifically by the U.S. Army. There are no known allergic reactions to CS. OC was de-regulated in California in 1996, is endorsed by the FBI, and is available to civilians to legally possess (2.5 oz. or less). OC is an inflammatory agent which causes involuntary closure of eyes (open in 2-5 minutes) and respiratory inflammation (subsides in approximately 2 minutes).

Fontana Police Inventory
Defense Technology Pocket Tactical CS -37
Defense Technology Flameless Tri-Chamber CS -21
Defense Technology Spede Heat CS - 15
Defense Technology 40 mm Warning/Signal 50 meter -14
Defense Technology Riot Control CS - 12
Defense Technology Flameless Tri-Chamber OC - 7
Defense Technology Triple Chaser CS - 4
Defense Technology Direct Impact Marking round - 3
Defense Technology 40 mm Saf-Smoke 100 meters - 2
Defense Technology 40 mm Marking/ Signal Inert - 2
Defense Technology Spede Heat OC - 1

Inland Valley SWAT Inventory
Defense Technology 40 mm Liquid Ferret - 83
Defense Technology Pocket Tactical CS -15
Defense Technology Pocket Tactical Smoke - 11
CTS 5230 Baffle CS - 12
Defense Technology Smoke - 6
Aerosol/OC Vapor - 5
Defense Technology OC Stinger Handball - 2
Defense Technology Triple Chaser Smoke - 3
Defense Technology CS Stinger Handball - 2
Defense Technology Flameless Tri-Chamber CS - 4
Defense Technology Spede Heat CS - 9
Defense Technology Riot Control CS - 2
Defense Technology Triple Chaser CS - 2
Defense Technology Spede Heat CS 40 mm - 14

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to:

i. Self-destructive, dangerous and or combative individuals
ii. Riot/crowd control and civil unrest incidents
iii. Circumstances where a tactical advantage can be obtained.
iv. Potentially vicious animals
v. Training exercises or approved demonstrations.

c. Authorized Use

Only officers who have received POST certification in the use of chemical agents are authorized to use chemical agents.

d. Training

Sworn members utilizing chemical agent canisters are certified by POST less lethal and chemical agent instructors.

e. Lifespan

5 years from manufacturing dates

f. Fiscal Impact

No annual cost.

g. Legal and Procedural Rules

It is the policy of the Fontana Police Department and Inland Valley SWAT to utilize chemical agents only for official law enforcement purposes, and pursuant to State and Federal Law, including Fontana Police Use of Force policy.

Less Lethal Shotgun: Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round.

a. Description, quantity, capabilities, and purchase cost

REMINGTON LESS LETHAL SHOTGUN, cost: $700, quantity: 35. The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.

12-GAUGE SUPER-SOCK BEANBAG ROUND, cost: $5, quantity: 2525. A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). CTS Super-Sock rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. Effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use

1.Self-destructive, dangerous and/or combative individuals.

2.Riot/crowd control and civil unrest incidents.

3. Circumstances where a tactical advantage can be obtained.
4. Potentially vicious animals.
5. Training exercises or approved demonstrations.

d. Lifespan

No expiration.

e. Fiscal Impact

None

f. Training

All officers are trained in the 12 gauge less lethal shotgun as a less lethal option by in-service training.

h. Legal and Procedural Rules

It is the policy of the Fontana Police Department to utilize the less lethal shotgun only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Distraction Devices: A distract device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

a. Description, quantity, capabilities, and purchase cost

Defense Technology, 8933 Low Roll Distraction Device, cost: $50, quantity: 30. Shared equipment for Inland Valley SWAT. A non-bursting, non-fragmenting, limited rolling device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations

b. Purpose

To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

c. Authorized Use

Diversionary Devices shall only be used:

- By officers who have been trained in their proper use.
- In hostage and barricaded subject situations.
- In high-risk warrant (search/arrest) services where there may be extreme hazards to officers or there is no response from suspects from announcements
- During other high-risk situations where their use would enhance officer safety.
- During training exercises.

d. Lifespan

Until used.

e. Fiscal Impact

No annual maintenance.

f. Training

Prior to use, officers must attend divisionary device training that is conducted by Post certified instructors. SWAT team members consistently train on the use of distraction devices.

g. Legal and Procedural Rules

It is the policy of the Fontana Police Department and Inland Valley SWAT to utilize diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

Explosive Breaching Tools: Tools that are used to conduct an explosive breach. All explosive breaching equipment is shared with the Inland Valley SWAT agencies.

a. Description, quantity, capabilities, and purchase cost

DETONATING CORD, cost: $1 per foot, quantity: 700 meters. The detonating cord is a thin, flexible plastic tube usually filled with pentaerythritol tetranitrate (PETN, pentrite). With the PETN exploding at a rate of approximately 6400 m/s, any common length of detonation cord appears to explode instantaneously. It is a high-speed fuse which explodes, rather than burns, and is suitable for detonating high explosives.

BLASTING CAP, cost: $12, quantity: 73. A blasting cap is a small sensitive primary explosive device generally used to detonate a larger, more powerful and less sensitive secondary explosive such as TNT, dynamite, or plastic explosive. Blasting caps come in a variety of types, including non-electric caps, electric caps, and fuse caps.

b. Purpose

To safely and quickly gain entry into a structure.

c. Authorized Use

Explosive breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises.

d. Lifespan

Blasting Caps- 10 years

Detonating cord- 10 years

e. Fiscal Impact

One time purchase.

f. Training

All officers who use explosive breaching tools shall attend an approved Tactical Explosive Breacher Course and must additionally receive quarterly training for explosive operations.

g. Legal and Procedural Rules

It is the policy of the Fontana Police Department and Inland Valley SWAT to utilize explosive breaching tools only for official law enforcement purposes, and pursuant to State and Federal law.

Rifles: Guns that are fired from shoulder level, thereby have greater accuracy over a long distance.

a. Description, quantity, capabilities, and purchase cost

Colt LE 6920-5.56mm Patrol

Colt LE 6933-5.56mm Special Ops and Traffic

Colt LE 6946-5.56mm Special Ops and Traffic

Daniel Defense DDM4 5.56mm

Lewis Machine & Tool MWS .308 caliber

b. Purpose

To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

c. Authorized Use

Only members that have successfully completed department rifle training are authorized to use a rifle. (Policy 312.13)

d. Lifespan

No expiration

e. Fiscal Impact

None.

f. Training

Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification two times a year.

g. Legal and Procedural Rules

Use is established under policy 312 of the Fontana Police Department. It is the policy of the Fontana Police Department to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

File #: 26-0890
Agenda #: H.

Agenda Date: 4/14/2026
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve Right of Way Purchase and Sale Agreements of the Properties for the Building A Better Connected Inland Empire (RAISE) Project

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

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

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

COUNCIL GOALS:
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by focusing on relief of traffic congestion.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by utilizing Measure-I Funds wisely.

DISCUSSION:
On April 14, 2022, the City of Fontana submitted an application for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant for the Building A Better Connected Inland Empire project ("Project") at Cherry Avenue and Victoria Avenue within the Westgate Specific Plan area. This Project will provide major complete street improvements including additional lane capacity, integrated traffic system, medians with protected left turns, streetlights, signage, roundabout, raised medians, approximately 5 miles of Class II bike trails, approximately 2.5 miles of

Class I bike lanes, approximately 5 miles of ADA compliant sidewalks, approximately 0.5 miles multi-use trails, pedestrian crosswalks, and countdown signal heads. The Project limits are Victoria Street between Kestrel Avenue to Cherry Avenue and Cherry Avenue between SR-210 westbound ramp intersection and Baseline Road.

In December 2022, the Federal Highway Administration (FHWA) notified the City that it had been awarded $15,000,000 in RAISE grant funding for the Project. The Project is currently in the final phases of design, right-of-way acquisition, utility clearance, and permit approvals. Construction is anticipated to begin in late 2026.

The Project requires several R/W acquisitions from the Metropolitan Water District of Southern California (MWD) and Intex Corporation (Intex) below.

Metropolitan Water District of Southern California (MWD)
The proposed Agreement for Purchase and Sale and Joint Escrow Instructions is between the City of Fontana and MWD for the acquisition of APNs 0228-012-04, 0228-092-18, and 0228-021-26 (the "Properties") for the Project. The City requires both permanent roadway easements and temporary construction easements (TCEs).

Under the Agreement, the City will purchase the Properties for $364,800, subject to customary escrow, title, and closing conditions. The acquisition will allow the City to consolidate ownership and facilitate the widening and realignment of Cherry Avenue and Victoria Street. The purchase price reflects the fair market value as determined by a certified appraiser and concurred with by MWD.

Approval of the sales is scheduled for consideration by the MWD Board on April 14, 2026 or a subsequent meeting. MWD may suggest modifications of the agreement, in which case, staff will have legal counsel review the agreement again for final approval before the City Manager enters into the agreement.

In addition, staff has proceeded with the preparation of a Possession and Use Agreement with MWD. This agreement is intended to allow the City to proceed with the project while final terms of the purchase are being completed, particularly in the event of delays in MWD Board approval or escrow. The primary purpose of the Possession and Use Agreement is to support Caltrans Right-of-Way Certification requirements should the Purchase and Sale Agreement not be finalized in time. MWD may suggest modifications of the agreement, in which case, staff will have legal counsel review the agreement again for final approval before the City Manager enters into the agreement.

Intex Corporation
The proposed Agreement for Purchase and Sale and Joint Escrow Instructions is between the City of Fontana and Intex Corporation for the acquisition of APNs 0228-021-49, 0228-021-50, 0228-092-17, and 0228-091-28 (the "Properties") for the Project. The City requires permanent roadway easements, along with a license to allow for construction activities.

Under the Agreement, Intex will donate the Properties to the City. As part of this process, Intex has executed an Acknowledgement for Donation, as required by Caltrans Right-of-Way procedures, confirming that no compensation will be provided for the conveyed interests.

FISCAL IMPACT:

The fiscal impact associated with the approval of the Purchase and Sale Agreement with MWD is $364,800 and is included in the Westgate Improvements Projects #37600042-245-C-8310 and #37600042-630-C-8310. There is no fiscal impact to the Possession and Use Agreement with MWD and Purchase and Sale Agreement with Intex.

MOTION:

Approve staff recommendation.

PROJECT: Building a Better Connected Inland Empire Project
APNs: 0228-012-04, 0228-092-18, 0228-021-26

AGREEMENT FOR ACQUISITION OF PROPERTY
AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR ACQUISITION OF PROPERTY AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into by and between **The Metropolitan Water District of Southern California** ("**Grantor**" or "**Seller**"); and the **CITY OF FONTANA, a Municipal corporation** (**"City"** or "**Buyer**") in furtherance of the Building a Better Connected Inland Empire Project (**"Project"**).

Instruments in the form of Grant Deeds ("**Deeds**"), true copies of which are attached hereto as Exhibit "1" and Exhibit "2" will be executed pursuant this Agreement and will be delivered to Escrow as set forth below.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. PURCHASE AND SALE; SETTLEMENT OF ALL CLAIMS. For valuable consideration, the sufficiency of which is hereby acknowledged, Seller agrees to convey the Easement for Roadway Purposes (**"Easement" or "Property"**) and the Temporary Construction Easement (**"TCE"**) to City via the Deeds and settle all related claims, including but not limited to, compensation for the Property and compensation for all damages of every kind and nature suffered, or to be suffered, by reason of the acquisition of the Property for the Project.

2. CITY shall:

A. PAYMENT - Pay to the order of the Seller the sum of Three Hundred Sixty-Four Thousand Eight Hundred Dollars (**$364,800)** as consideration in full for CITY's acquisition of the Easements described in the herein referenced Grant Deeds and for entering into this Agreement. Said sum shall be paid at close of escrow.

It is understood and agreed that the amount payable in Clause 2(A) above includes compensation in full for the actual possession and use of the Temporary Construction Easement identified as Parcel Nos. 0228-012-04, 0228-092-018, and 0228-021-26 for the period commencing on April 15, 2026 (**Right-of-Way Certification Date)** and terminating on **April 15, 2030.**

Written notice shall be given to Grantor at:

The Metropolitan Water District of Southern California
P.O. Box 54153
Los Angeles, CA 90054-0153
Attention: Kiernan Callanan, Substructures Manager

B. RECORDATION OF INSTRUMENT - Accept the Deed herein referenced by causing to be issued a Certificate of Acceptance and cause the Deed and Certificate of Acceptance to be recorded in the office of the San Bernardino County Recorder at close of escrow.

C. MISCELLANEOUS COSTS - Pay all escrow recording and other fees and charges incurred in this transaction and, if title insurance is desired by CITY, the premium charged therefore.

3. The Seller shall:

A. WARRANTIES, REPRESENTATIONS, AND COVENANTS - Seller hereby makes the following warranties, representations, and/or covenants to CITY, which shall survive the Close of Escrow:

Pending Claims. To the best of Seller's knowledge, there are no actions, suits, claims, legal proceedings, or any other proceedings affecting the Property or any portions thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

Encroachments. To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any improvements located on the Easements encroach on other properties.

Title. Until Close of Escrow, Seller shall not intentionally do anything which would impair Seller's title to the Property.

Condition of Land. To the best of Seller's knowledge, without inquiry, there are no substances, materials or conditions on or under the Property that qualify as a hazardous material or substance or otherwise violate any environmental law.

Ownership. Seller is the owner of and has the full right, power, and authority to sell, convey, and grant the Property and TCE to CITY as provided herein and to carry out Seller's obligations hereunder. The party executing this Agreement on behalf of Seller represents and warrants that such person is duly and validly authorized to do so on behalf of Seller.

Governmental Compliance. To the best of Seller's knowledge, Seller has not received any notice from any governmental agency or authority alleging that the area encompassing the

Property and TCE is currently in violation of any law, ordinance, rule, regulation or requirement applicable to its use and operation.

4. CITY and Seller agree:

A. ESCROW - To open an escrow in accordance with this Agreement at Commonwealth Land Title Insurance Company ("Escrow Agent"). This Agreement constitutes the joint escrow instructions of CITY and Seller, and the Escrow Agent, to whom these instructions are delivered, is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time not to sixty (60) days.

Within ten (10) business days after the effective date of this agreement, Seller will deposit the Grant Deeds, executed and notarized in a recordable form by Seller, with the Escrow Agent, and CITY will, upon receipt of same, deposit the executed Certificate of Acceptance and the Purchase Price with the Escrow Agent. CITY and Seller agree to deposit with Escrow Agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or national bank doing business in the State of California. All disbursements shall be made by check or electronic wire from such account.

Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be pro-rated between CITY and Seller, but Seller shall have the sole right after close of escrow, to apply to the County Tax Collector of San Bernardino County for any refund of such taxes which may be due Seller for the period after CITY's acquisition.

i) ESCROW AGENT DIRECTIVES - The Escrow Agent is authorized to, and shall:

a) Pay and charge CITY for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement.

b) Disburse funds to Seller and record the Grant Deeds when conditions of this escrow have been fulfilled by CITY and Seller.

c) Following recording of the Grant Deed, respond to any CITY request to provide CITY with a CLTA Standard Coverage Policy of Title Insurance in the amount of **$364,800** issued by Commonwealth Land Title Insurance Company showing that title to the herein real property is vested in CITY, free and clear of all recorded and unrecorded liens, encumbrances, assessments, other property, leases, taxes, and exceptions to title, except (i) County and CITY taxes not yet due and payable; and (ii) matters created by, through, or under CITY (collectively, the "**Permitted Exceptions**"). CITY shall pay the title policy premium.

ii) CLOSE OF ESCROW - The term "close of escrow," if and where written in this

Agreement, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized. The close of escrow and CITY's obligation to consummate the transaction contemplated by this Agreement is subject to and conditioned upon evidence of an irrevocable commitment of Commonwealth Land Title Insurance Company to issue its CLTA Standard Form Policy of Title Insurance in the amount of the Purchase Price showing title to the Easements by Easement Deeds free and clear of all recorded and unrecorded liens, encumbrances, assessments, leases, taxes, and exceptions to title, except the Permitted Exceptions.

B. RIGHT OF ENTRY - Right of Entry for Construction Purposes ("Right of Entry"). Seller hereby grants permission to CITY and/or its employees, contractors, agents and assigns, to enter upon the Property for the purpose of constructing the Project and accomplishing all necessary incidents thereto; provided, however, that prior to entering the Right of Entry Area, CITY shall provide notice to Seller of the date the City will commence its work, with such notice being received by Seller seventy-two (72) hours prior to commencement of work. Notwithstanding, CITY shall not enter upon the Property prior to the Right-of-Way Certification Date.

The right of entry permission granted herein is granted in consideration of the location and construction of such roadway improvements and incidents thereto, which it is understood is required by Buyer, and shall continue in effect until the Close of Escrow.

Pursuant to this Paragraph 4B, CITY shall indemnify, defend and hold the Seller harmless from and against any damages, liabilities, judgments, claims, expenses, and penalties resulting from CITY's use of this Right of Entry as well as its agents, contractors, and employees.

It is agreed and confirmed that notwithstanding other provisions in this Agreement, the right of possession and use of the subject property by the Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) herein are deposited into the escrow controlling this transaction. The amount shown in Clause 2(A), herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

C. NO RELOCATION - Seller acknowledges and agrees that neither CITY's acquisition of the Property nor the construction and use of the Project have caused or will cause Seller to be a "displaced person" as that term is used in California's Relocation Assistance Act (Gov. Code §§ 7260 et seq.), California regulations (Title 25 of California's Code of Regulations), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), federal regulations (49 C.F.R. Part 24). This paragraph shall survive the Close of Escrow.

D. SATISFACTION, WAIVER AND RELEASE – Seller, on behalf of itself and its agents, successors and assigns, agrees that payment of the Purchase Price amounts to a full and complete satisfaction of all of the compensation due and owing to Seller for the acquisition of the Property and the loss, damage, replacement and moving of any improvements located within the Property

areas. Seller for itself and for its agents, successors and assigns, fully releases, acquits and discharges CITY and its officers, officials, council members, employees, attorneys, accountants, other professionals, insurers, and agents, and all entities, boards, commissions, and bodies related to any of them (collectively, the "**Released Parties**") from all claims that Seller and its agents, successors and assigns have or may have against the Released Parties arising out of or related to CITY's acquisition of the Property, including, without limitation, (i) compensation for loss of any improvements, including improvements pertaining to the realty, furniture, fixture, and equipment, (ii) compensation for loss of business goodwill, (iii) compensation for loss of income (past or future); (iv) compensation for damage to the remainder (i.e., severance damages) (v) economic or consequential damages, (vi) compensation for professional consultant fees and attorney's fees and costs, (vii) pre-condemnation damages, (viii) any right to repurchase, leaseback from CITY, or receive any financial gain from, the sale of any portion of the Property; (ix) any right to enforce obligation(s) placed upon CITY pursuant to Code of Civil Procedure sections 1245.245 and 1263.615; (x) any rights conferred upon Seller pursuant to Code of Civil Procedure sections 1245.245 and 1263.615 and 1263.025; and (xi) all other costs, and any and all compensable interests, and/or damages, and/or claims, of any kind and nature, claimed or to be claimed, suffered or to be suffered, by Seller, its agents, successors and assigns by reason of CITY's acquisition of the Property, provided that nothing herein shall release claims of Seller for any liability resulting from CITY's breach of any agreement, obligation, warranty, or covenant for which it is responsible under this Agreement. This waiver does not apply to any claims for damage or injury to any person or property arising from the construction of the Project due to the negligence or willful misconduct of CITY's agents or contractors constructing the Project. This paragraph shall survive the Close of Escrow.

Seller, on behalf of itself and its agents, successors and assigns, expressly waives all rights under Section 1542 of the Civil Code of the State of California, which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Seller's Initials: _____

E. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

F. SUBORDINATION OF DEED OF TRUST - Seller acknowledges that the Property is encumbered by one or more Deeds of Trust recorded against the Property as security for Seller's promise to pay money loaned to Seller (the "Deed of Trust"). Seller understands that CITY seeks to subordinate the Deed of Trust to the Easements to preserve the permanence of said Easements. Seller agrees and consents to subordination of the Deed of Trust and will cooperate

with CITY in all reasonable respects in seeking subordinations and partial reconveyances, including but not limited to signing documents related to said subordinations/partial reconveyances, which agreement and consent will survive the close of escrow.

G. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

H. EFFECTIVE DATE – The effective date of this Agreement shall be the date this Agreement is signed by the last party to sign the Agreement.

I. SUCCESSORS AND ASSIGNS – This Agreement shall be binding upon and shall inure to the benefit of Seller and CITY and their respective successors and assigns.

J. COUNTERPARTS AND FACSIMILE SIGNATURES – This Agreement may be executed in counterparts and each fully-executed copy of the Agreement shall have the same binding force and effect as an original. Facsimile signatures shall have the same force and effect as original signatures.

K. TIME OF THE ESSENCE – Time is of the essence of each provision of this Agreement.

L. SURVIVAL – Any warranties, representations, promises, covenants, agreements, and indemnifications that this Agreement does not require to be fully performed prior to Close of Escrow shall survive Close of Escrow and shall be fully enforceable after Close of Escrow in accordance with their terms.

M. RESTORATION OF PROPERTY - Buyer agrees that it will, at Buyer's sole cost and expense, restore the Property area to a condition as near as practicable to the condition that existed immediately prior to Buyer's possession or use of the Property for the Project, unless otherwise agreed by the parties.

O. NONDISCRIMINATION - The parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT – Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

No Obligation Other Than Those Set Forth Herein Will Be Recognized or Enforceable.

Seller:

By: _____

Name/Title: _____

Date: _____

Date: _____

CITY OF FONTANA
a Municipal Corporation

By: _____
Matthew C. Ballantyne
City Manager

EXHIBIT 1
FOR EXHIBIT ONLY – DO NOT SIGN

Recorded at the request of City of Fontana When Recorded Mail to: City of Fontana c/o: Engineering Department 8353 Sierra Avenue Fontana, CA 92335	

This document is recorded for the benefit of the City of Fontana and is therefore exempt from the payment of the recording fee pursuant to Government code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

Space above this line for Recorder's Use

GRANT OF NONEXCLUSIVE PERMANENT ROADWAY EASEMENT

Assessor's Parcel Numbers: 0228-012-04, 0228-092-18, 0228-021-26

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA** ("**GRANTOR**"), hereby grants to the **CITY OF FONTANA, A MUNICIPAL CORPORATION** ("**GRANTEE**"), its successors and assigns, a nonexclusive permanent roadway easement upon, in, on, over, through, across and along that certain real property in the City of Fontana, County of San Bernardino, State of California described as follows:

FOR LEGAL DESCRIPTIONS AND PLAT MAPS, SEE EXHIBITS "A-1" AND "B-1", "A-2" AND "B-2", "A-3" AND "B-3" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

It is further understood and agreed that no other easement or easements shall be granted upon, in, on, over through, under, across or along said strip of land by the GRANTOR or any person, firm, or corporation without previous written consent of said GRANTEE.

GRANTOR and their successor and assigns, shall not increase or decrease, or permit to be increased or decreased the now-existing ground elevations of said easement and right-of-way without the previous written consent of GRANTEE.

GRANTOR, and their successors and assigns, further agree that no building, fences, walls or other permanent structures of any kind, and no deep rooted tree, deep rooted shrubs or other plants or vegetation shall be installed, constructed, erected, placed, planted or maintained in the

easement area, and that no changes in the alignment or grading of the easement area will be made without prior written consent of the GRANTEE.

GRANTEE shall also have the right to mark the location of the easement in a manner, which will not interfere with the GRANTOR'S reasonable and lawful use of said easement.

This instrument shall be binding upon and inure to the benefit of the successors and assigns of GRANTOR.

Dated this _____ day of _____, 20_____.

GRANTOR

By: _____

Print Name: _____

Its: _____

By: _____

Print Name: _____

Its: _____

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____before me,_____,
(Name of Notary)

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.

_____
(Notary Signature)

EXHIBIT "A-1"
LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO BEING A PORTION OF PARCEL 2 OF THE GRANT DEED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED JULY 31, 1991 AS DOCUMENT NO. 91-290525 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF CHERRY AVENUE (60.00 FEET EASTERLY HALF WIDTH PER DOCUMENT RECORDED DECEMBER 23, 1998 AS DOCUMENT NO. 1998-0545823 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER'S OFFICE) WITH THE NORTHWESTERLY LINE OF SAID PARCEL 2 OF DOCUMENT NO. 91-290525;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF CHERRY AVENUE, SOUTH 00°01'40" WEST, 143.01 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2 OF DOCUMENT NO. 91-290525, SOUTH 44°23'48" WEST, 10.89 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 68.00 FEET WESTERLY OF THE NEW CENTERLINE OF CHERRY AVENUE PER PARCEL MAP NO. 19564 FILED IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE, OF PARCEL MAPS, CONCAVE EASTERLY HAVING A RADIUS OF 2268.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 85°06'01" WEST**;**

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°25'20" AN ARC DISTANCE OF 135.47 FEET TO SAID NORTHWESTERLY LINE OF PARCEL 2 OF DOCUMENT NO. 91-290525;

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 44°23'48" EAST, 21.76 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 1,724 SQUARE FEET (0.040 ACRES), MORE OR LESS;

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION:

ROBERT WALKER, L.S. 7137

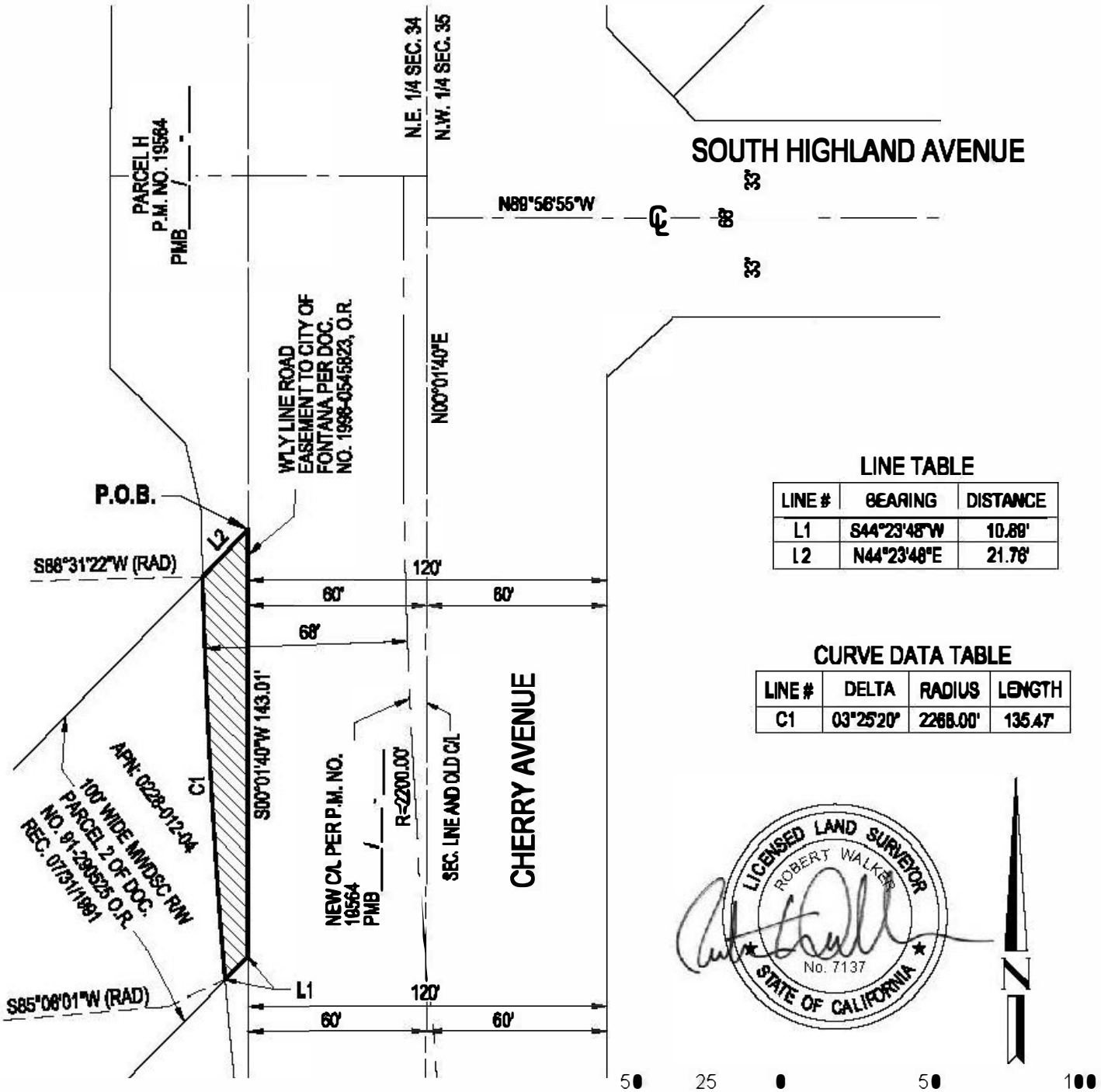
10/02/2025
DATE

Sheet ____ of ____
City Index No. 6317

EXHIBIT "B-1"

DEED PLAT

IN THE NORTHEAST QUARTER OF SECTION 34, T. 1 N., R. 6 W., S.B.M.
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



LINE TABLE

LINE #	BEARING	DISTANCE
L1	S44°23'48"W	10.89'
L2	N44°23'48"E	21.76'

CURVE DATA TABLE

LINE #	DELTA	RADIUS	LENGTH
C1	03°25'20"	2268.00'	135.47'

LICENSED LAND SURVEYOR
ROBERT WALKER
No. 7137
STATE OF CALIFORNIA

N

50 25 0 50 100

SCALE: 1" = 50'

LEGEND:

P.O.B. = POINT OF BEGINNING

= DEDICATION EASEMENT AREA (1,724 S.F. OR 0.040 AC.)

Sheet ____ of ____
City Index No. 6317

Drawing Name: P:\MIT\P[illegible]\DED Activities\Highway 210\DED 210 Dedication Exhibit B\MIT_P[illegible]_DED 210_Dedication Exhibit B.dwg
Last Updated: Oct 02, 2025 - 9:25am by [illegible]

EXHIBIT "A-2"
LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO BEING A PORTION OF THAT CERTAIN 100.00-FOOT WIDE STRIP OF LAND PER THE GRANT DEED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED NOVEMBER 8, 1991 AS DOCUMENT NO. 91-427275 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER ONE QUARTER CORNER OF SECTION 34 AND THE CENTERLINE INTERSECTION OF BANANA AVENUE WITH VICTORIA AVENUE (37.00 FEET NORTHERLY HALF WIDTH AND 45.00 FEET SOUTHERLY HALF WIDTH) AS SHOWN ON PARCEL MAP NO. 19564 FILED IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY;

THENCE ALONG SAID CENTERLINE OF VICTORIA AVENUE, NORTH 89°37'44" EAST, 345.05 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,446.00 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE OF VICTORIA AVENUE AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°09'31" AN ARC DISTANCE OF 559.23 FEET TO THE NORTHWESTERLY LINE OF SAID 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275 AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 44°23'48" EAST, 39.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 37.00 FEET NORTHEASTERLY OF SAID CENTERLINE OF VICTORIA AVENUE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,483.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS NORTH 22°22'54" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°06'41" AN ARC DISTANCE OF 106.41 FEET TO THE SOUTHEASTERLY LINE OF SAID 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275;

THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 44°23'48" WEST, 86.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 45.00 FEET SOUTHWESTERLY OF SAID CENTERLINE OF VICTORIA AVENUE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,401.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS NORTH 25°24'22" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°23'14" AN ARC DISTANCE OF 107.27 FEET TO SAID NORTHWESTERLY LINE OF THE 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275;

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 44°23'48" EAST, 48.88 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 8,760 SQUARE FEET (0.201 ACRES), MORE OR LESS;

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION:

ROBERT WALKER, L.S. 7137

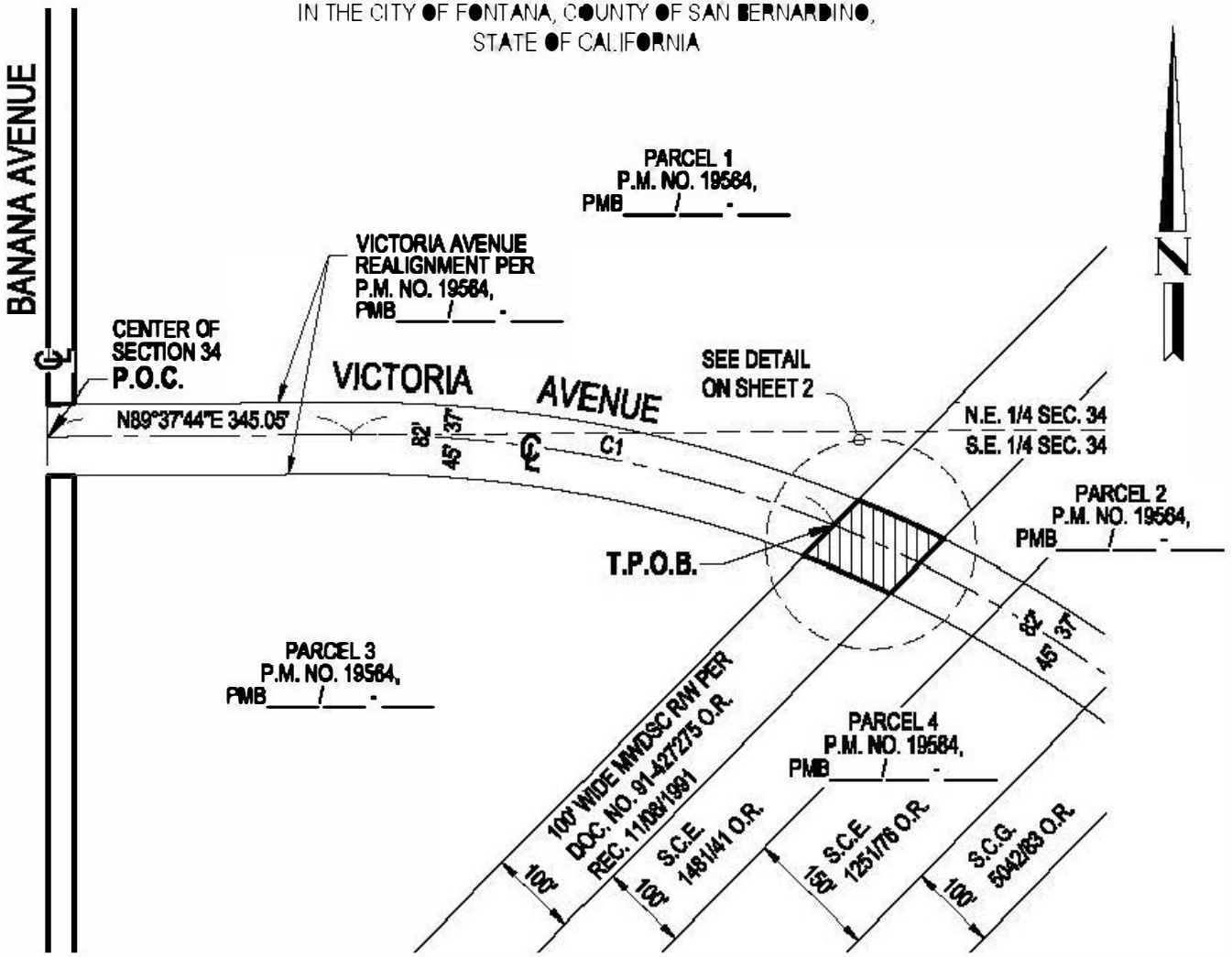
10/02/2025
DATE

Sheet ____ of ____
City Index No. 6319

EXHIBIT "B-2"

DEED PLAT

IN THE SOUTHEAST QUARTER OF SECTION 34, T. 1 N., R. 6 W., S.B.M.
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



CURVE DATA TABLE

LINE #	DELTA	RADIUS	LENGTH
C1	22°09'31"	1446.00'	559.23'

LICENSED LAND SURVEYOR
ROBERT WALKER
No. 7137
STATE OF CALIFORNIA

200 100 0 200 400

SCALE: 1" = 200'

LEGEND:

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

= ROAD DEDICATION AREA
(8,760 S.F. OR 0.201 AC.)

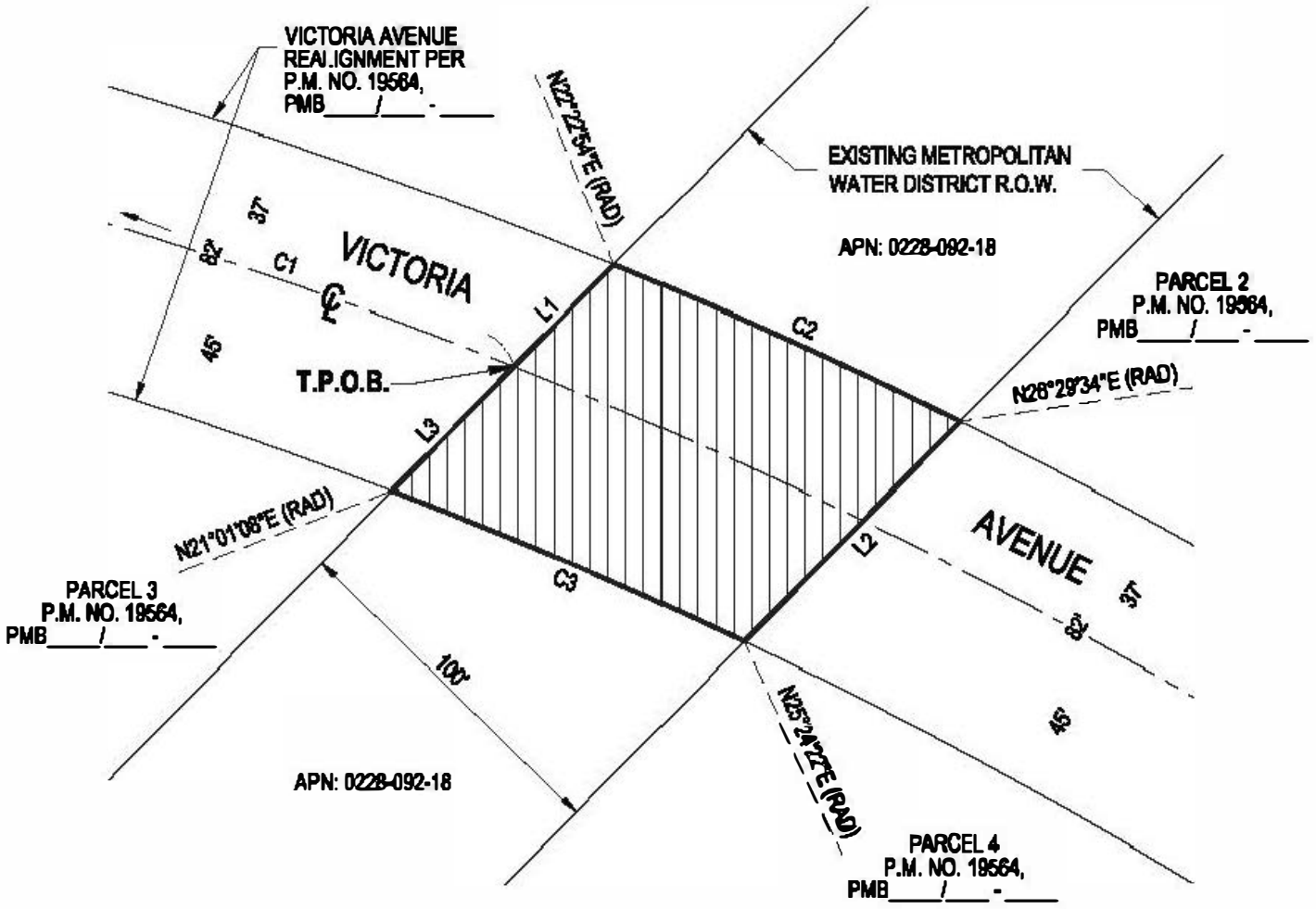
Sheet ____ of ____
City Index No. 6319

Drawing Name: P:\MTP\DOCUMENTS\DEDICATIONS\2025-03\2 Dedication Exhibit B\Exhibit B-2 Dedication Exhibit B.dwg
Last Updated: Oct 02, 2025 - 9:32am by ssk

EXHIBIT "B-2"

DEED PLAT

IN THE SOUTHEAST QUARTER OF SECTION 34, T. 1 N., R. 6 W., S.B.M.
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



LINE TABLE

LINE #	BEARING	DISTANCE
L1	N44°23'48"E	39.99'
L2	S44°23'48"W	86.44'
L3	N44°23'48"E	48.88'

CURVE DATA TABLE

LINE #	DELTA	RADIUS	LENGTH
C1	22°09'31"	1448.00'	559.23'
C2	04°06'41"	1483.00'	106.41'
C3	04°23'14"	1401.00'	107.27'

LICENSED LAND SURVEYOR
ROBERT WALKER
No. 7137
STATE OF CALIFORNIA

N

50 25 0 50 100

SCALE: 1" = 50'

LEGEND:

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

= ROAD DEDICATION AREA
(8,760 S.F. OR 0.201 AC.)

Sheet ____ of ____
City Index No. 6319

Drawing Name: P:\MAP\PROJECTS\2024\24-0012 APN 0228-092-18 VICTORIA AVE\DWG\24-0012 Dedication Exhibit B\B2\EXHIBIT B-2 Dedication Exhibit B.dwg
Last Updated: Oct 02, 2025 - 9:32am by JSS

EXHIBIT "A-3"
Legal Description

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO BEING A PORTION OF PARCEL 1 OF THE GRANT DEED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED JULY 31, 1991 AS DOCUMENT NO. 91-290525 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF CHERRY AVENUE (60.00 FEET EASTERLY HALF WIDTH PER DOC. NO. 1536 RECORDED AUGUST 31, 1979 IN BOOK 9762 PAGE 2449 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER'S OFFICE) WITH THE SOUTHEASTERLY LINE OF SAID PARCEL PER DOCUMENT NO. 91-290525;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF CHERRY AVENUE NORTH 00°01'40" EAST, 71.71 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF SOUTH HIGHLAND AVENUE AS DESCRIBED IN DOCUMENT NO. 1998-0545821 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, NORTH 47°42'08" EAST, 30.06 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SOUTH HIGHLAND AVENUE (33.00 FEET SOUTHERLY HALF WIDTH);

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 89°56'55" EAST, 67.70 FEET TO SAID SOUTHEASTERLY LINE OF DOCUMENT NO. 91-290525;

THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 44°23'48" WEST, 34.96 FEET;

THENCE NORTH 89°56'55" WEST, 5.49 FEET;

THENCE SOUTH 75°59'50" WEST, 27.76 FEET;

THENCE SOUTH 44°50'35" WEST, 14.56 FEET;

THENCE SOUTH 13°48'02" WEST, 19.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 86.00 FEET EASTERLY OF THE NEW CENTERLINE OF CHERRY AVENUE PER PARCEL MAP NO. 19564 FILED IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE OF PARCEL MAPS, CONCAVE EASTERLY HAVING A RADIUS OF 2114.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 89°08'04" WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°20'18" AN ARC DISTANCE OF 12.48 FEET TO SAID SOUTHEASTERLY LINE OF DOCUMENT NO. 91-290525;

THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 44°23'48" WEST, 26.44 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF CHERRY AVENUE AND THE **POINT OF BEGINNING**.

Sheet ____ of ____
City Index No. 6313

CONTAINING 3,103 SQUARE FEET (0.071 ACRES), MORE OR LESS;

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION:

ROBERT WALKER, L.S. 7137

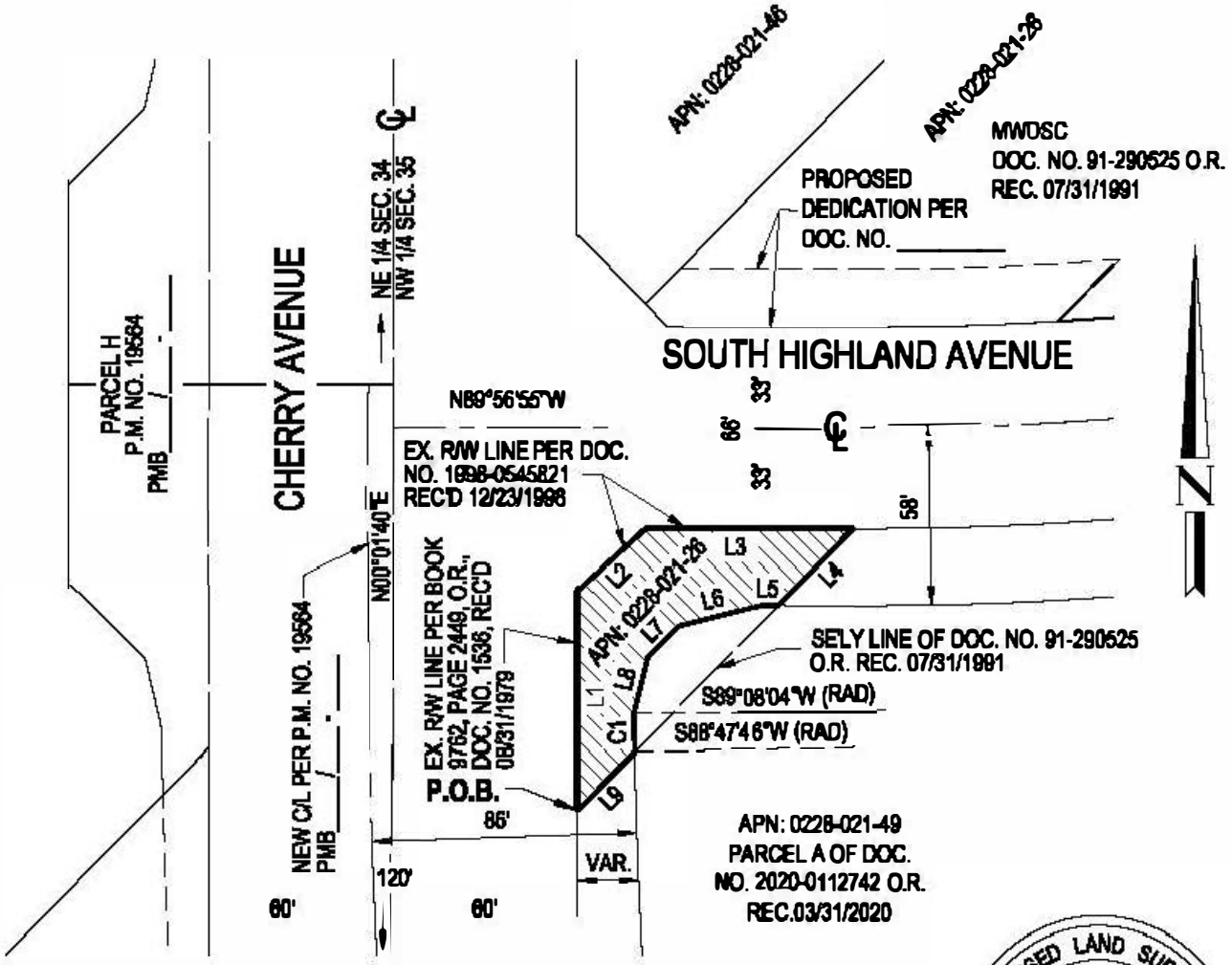
10/02/2025
DATE

Sheet ____ of ____
City Index No. 6313

EXHIBIT "B-3"

DEED PLAT

IN THE NORTHWEST QUARTER OF SECTION 35, T. 1 N., R. 6 W., S.B.M.
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



LINE TABLE

LINE #	BEARING	DISTANCE
L1	N00°01'40"E	71.71'
L2	N47°42'08"E	30.06'
L3	S89°56'55"E	67.70'
L4	S44°23'48"W	34.96'
L5	N89°56'55"W	5.49'
L6	S75°59'50"W	27.76'
L7	S44°50'35"W	14.56'
L8	S13°48'02"W	19.04'
L9	S44°23'48"W	26.44'

LEGEND:

P.O.B. = POINT OF BEGINNING

= DEDICATION EASEMENT AREA
(3,103 S.F. OR 0.071 AC.)

LICENSED LAND SURVEYOR
ROBERT WALKER
No. 7137
STATE OF CALIFORNIA

60 30 0 60 120

SCALE: 1" = 60'

CURVE DATA TABLE

LINE #	DELTA	RADIUS	LENGTH
C1	00°20'18"	2114.00'	12.48'

Sheet ____ of ____
City Index No. 6313

Drawing Name: P:\MTP\PROJECTS\0228-021-26\DWG\Exhibits\TP-PROJ-XXX_Dedication Exhibit.dwg
Last Updated: Oct 02, 2025 - 5:15pm by xxx

CERTIFICATE OF ACCEPTANCE
NONEXCLUSIVE PERMANENT ROADWAY EASEMENT

This is to certify that the interest in the real property conveyed by the Grant of Permanent Easement (Assessor Parcel Nos. 0228-012-04, 0228-092-18, 0228-021-26) dated _____ from **THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, ("GRANTOR")** to the **CITY OF FONTANA, A MUNICIPAL CORPORATION ("GRANTEE")**, is hereby accepted by the undersigned on behalf of the undersigned officer pursuant to authority conferred by Resolution 91-152 of the City Council adopted July 16, 1991; and the GRANTEE consents to recordation thereof by its duly authorized officer.

Date

Gia Kim
Public Works Director/City Engineer

EXHIBIT 2
FOR EXHIBIT ONLY – DO NOT SIGN

Recorded at the request of City of Fontana When Recorded Mail to: City of Fontana 8353 Sierra Avenue Fontana, CA 92335 Department of Engineering	

This document is recorded for the benefit of the City of Fontana and is therefore exempt from the payment of the recording fee pursuant to Government code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

Space above this line for Recorder's Use

GRANT OF TEMPORARY CONSTRUCTION EASEMENT DEED

Assessor's Parcel Number: 0228-012-04, 0228-092-18, 0228-021-26

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**, ("**GRANTOR**"), hereby grants to the **CITY OF FONTANA, A MUNICIPAL CORPORATION** ("**GRANTEE**"), its successors and assigns, a nonexclusive Temporary Construction Easement for street, highway and public utility purposes over, under, and upon the real property in the City of Fontana, County of San Bernardino, State of California described as follows:

FOR LEGAL DESCRIPTIONS AND PLAT MAPS, SEE EXHIBITS "A-1" AND "B-1", "A-2" AND "B-2", "A-3" AND "B-3" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF (hereinafter, the "TCE Area").

Said grant of easement is for the purpose of constructing, reconstructing and/or repairing permanent physical roadway improvements in connection with the City of Fontana Building a Better Connected Inland Empire Project ("Project").

GRANTEE shall provide GRANTORS, and their agents, invitees, customers and assigns, reasonable access on, over, through, across and along the TCE Area at all times during the term of this Temporary Construction Easement (the "TCE Term").

Temporary Construction Easement shall be for a period not to exceed forty-eight (48) months, commencing upon receipt of Right of Way Certification from Caltrans on April 15, 2026 and ending on April 15, 2030.

By the expiration of the Temporary Construction Easement, GRANTEE shall restore such property to a condition as near as practicable to the condition that existed immediately prior to GRANTEE'S operations. GRANTEE shall not be required to restore vegetation to the pre-existing condition.

This instrument shall be binding upon and inure to the benefit of the successors and assigns of GRANTOR.

Dated this _____ day of _____, 20_____.

The Metropolitan Water District of Southern California

By: _____

Print Name: _____

Its: _____

By: _____

Print Name: _____

Its: _____

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____before me,_____,
(Name of Notary)

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.

_____
(Notary Signature)

EXHIBIT "A-1"
LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO BEING A PORTION OF PARCEL 2 OF THE GRANT DEED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED JULY 31, 1991 AS DOCUMENT NO. 91-290525 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF CHERRY AVENUE (60.00 FOOT WESTERLY HALF WIDTH PER DOCUMENT RECORDED DECEMBER 23, 1998 AS DOCUMENT NO. 1998-0545823 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER'S OFFICE) WITH THE NORTHWESTERLY LINE OF SAID PARCEL 2 OF DOCUMENT NO. 91-290525;

THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 44°23'48" WEST, 21.76 FEET TO THE **TRUE POINT OF BEGINNING**, THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 68.00 FEET WESTERLY OF THE NEW CENTERLINE OF CHERRY AVENUE PER PARCEL MAP NO. 19564 FILED IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE, OF PARCEL MAPS IN SAID COUNTY RECORDER'S OFFICE, CONCAVE EASTERLY HAVING A RADIUS OF 2268.00 FEET, A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARING SOUTH 88°31'22" WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°25'20" AN ARC DISTANCE OF 135.47 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 2 OF DOCUMENT NO. 91-290525;

THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 44°23'48" WEST, 31.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2224.00 FEET, A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARING SOUTH 84°32'39" WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°27'38" AN ARC DISTANCE OF 134.33 FEET TO SAID NORTHWESTERLY LINE OF PARCEL 2 OF DOCUMENT NO. 91-290525;

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 44°23'48" EAST, 33.45 FEET TO THE **TRUE POINT OF BEGINNING.**

Sheet ____ of ____
City Index No.

CONTAINING 3,259 SQUARE FEET (0.075 ACRES), MORE OR LESS.

SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION:

ROBERT WALKER, L.S. 7137

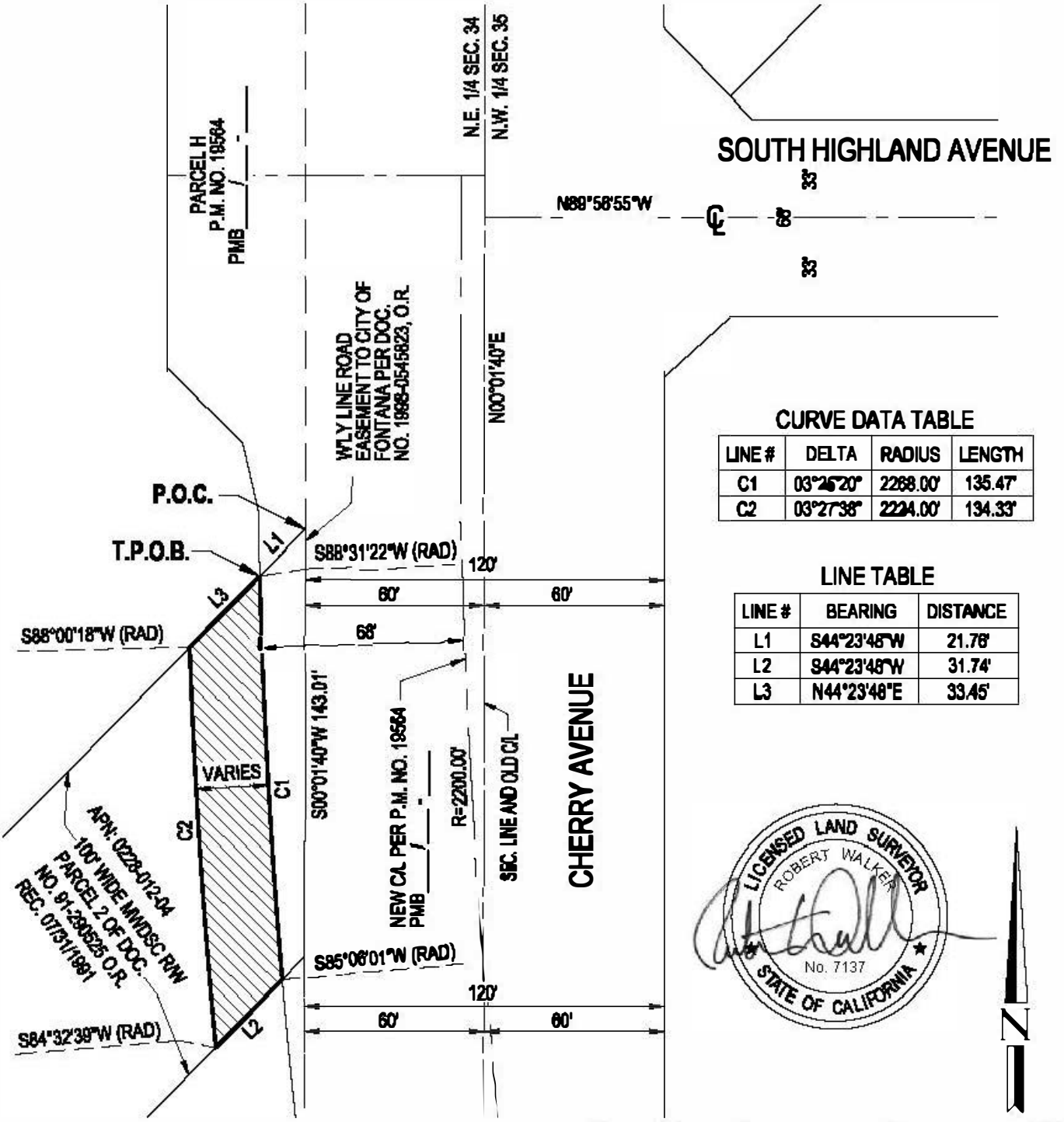
12/19/2025
DATE

Sheet ____ of ____
City Index No.

EXHIBIT "B-1"

DEED PLAT

IN THE NORTHEAST QUARTER OF SECTION 34, T. 1 N., R. 6 W., S.B.M.
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



CURVE DATA TABLE

LINE #	DELTA	RADIUS	LENGTH
C1	03°26'20"	2268.00'	135.47'
C2	03°27'38"	2224.00'	134.33'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S44°23'48"W	21.76'
L2	S44°23'48"W	31.74'
L3	N44°23'48"E	33.45'

LICENSED LAND SURVEYOR
ROBERT WALKER
No. 7137
STATE OF CALIFORNIA

LEGEND:

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

= TEMPORARY CONSTRUCTION EASEMENT AREA
(3,259 S. FOR 0.075 AC.)

Sheet ____ of ____
City Index No.____

EXHIBIT "A-2"
LEGAL DESCRIPTION

THOSE PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO BEING A PORTION OF THAT CERTAIN 100.00-FOOT WIDE STRIP OF LAND PER GRANT DEED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED NOVEMBER 8, 1991, AS DOCUMENT NO. 91-427275 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT THE CENTER OF SECTION 34 AND THE CENTERLINE INTERSECTION OF BANANA AVENUE (30.00 FOOT WESTERLY HALF-WIDTH) AND VICTORIA STREET (37.00 FOOT NORTHERLY HALF WIDTH AND 45.00 FOOT SOUTHERLY HALF WIDTH) AS SHOWN ON PARCEL MAP NO. 19564 FILED IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY;

THENCE ALONG SAID CENTERLINE OF VICTORIA STREET, NORTH 89°37'44" EAST, 345.05 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,446.00 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE OF VICTORIA STREET, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°09'31" AN ARC DISTANCE OF 559.23 FEET TO THE NORTHWESTERLY LINE OF SAID 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275, HEREINAFTER REFERRED TO AS POINT "A".

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 44°23'48" EAST, 39.99 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF VICTORIA STREET, AND THE **TRUE POINT OF BEGINNING OF PARCEL A**;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE OF DOCUMENT NO. 91-427275, NORTH 44°23'48" EAST, 23.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, CONCENTRIC WITH AND 59.00 FEET NORTHEASTERLY OF SAID CENTERLINE OF VICTORIA STREET, HAVING A RADIUS OF 1,505.00 FEET, A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARING NORTH 22°43'11" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°02'36" AN ARC DISTANCE OF 106.21 FEET TO THE SOUTHEASTERLY LINE OF SAID 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275;

THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 44°23'48" WEST, 23.10 FEET TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF VICTORIA STREET, THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 37.00 FEET NORTHEASTERLY OF SAID CENTERLINE OF VICTORIA STREET, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,483.00 FEET, A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARING NORTH 26°29'34" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°06'41" AN ARC DISTANCE OF 106.41 FEET TO THE **TRUE POINT OF BEGINNING OF PARCEL A**.

CONTAINING 2,339 SQUARE FEET (0.054 ACRES), MORE OR LESS.

PARCEL B

COMMENCING AT ABOVE DESCRIBED POINT "A";

THENCE ALONG SAID NORTHWESTERLY LINE OF THE 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275, SOUTH 44°23'48" WEST, 48.88 FEET TO THE **TRUE POINT OF BEGINNING OF PARCEL B** ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF VICTORIA STREET, THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 45.00 FEET SOUTHWESTERLY OF SAID CENTERLINE OF VICTORIA STREET, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,401.00 FEET, A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARING NORTH 21°01'08" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°23'14" AN ARC DISTANCE OF 107.27 FEET TO SAID SOUTHEASTERLY LINE OF THE 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275;

THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 44°23'48" WEST, 21.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 20.00 FEET SOUTHWESTERLY OF SAID SOUTHWESTERLY RIGHT OF WAY LINE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,381.00 FEET, A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARING NORTH 25°07'13" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°27'38" AN ARC DISTANCE OF 107.51 FEET TO SAID NORTHWESTERLY LINE OF THE 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275;

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 44°23'48" EAST, 21.82 FEET TO THE **TRUE POINT OF BEGINNING OF PARCEL B**.

CONTAINING 2,148 SQUARE FEET (0.049 ACRES), MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION:

ROBERT WALKER, L.S. 7137

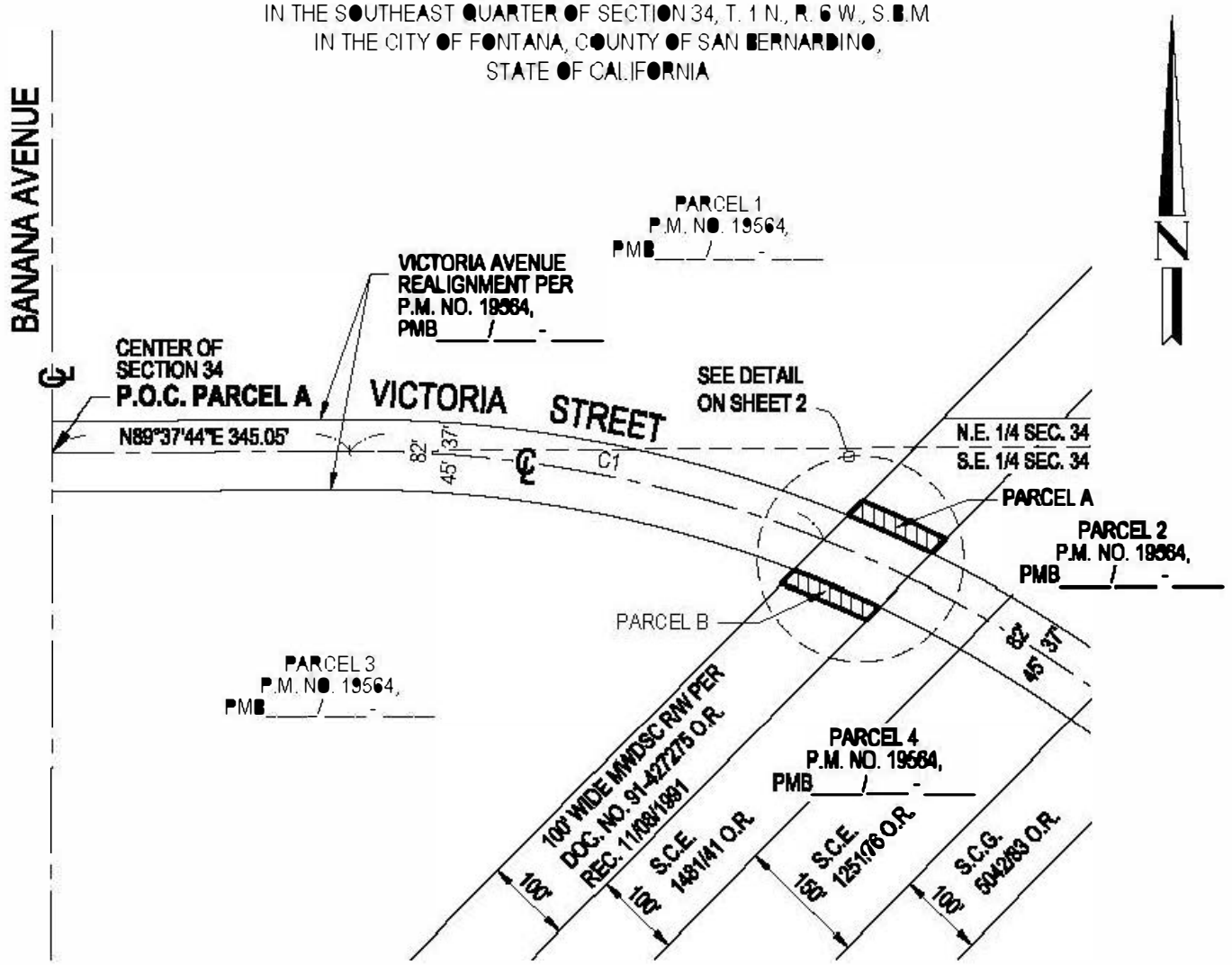
12/19/2025
DATE

Sheet ____ of ____
City Index No.

EXHIBIT "B-2"

DEED PLAT

IN THE SOUTHEAST QUARTER OF SECTION 34, T. 1 N., R. 6 W., S.B.M.
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



CURVE DATA TABLE

LINE #	DELTA	RADIUS	LENGTH
C1	22°09'31"	1446.00'	559.23'

200 100 0 200 400

SCALE: 1" = 200'

LEGEND:

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

= TEMPORARY CONSTRUCTION EASEMENT AREA
PARCEL A (2,339 S.F. OR 0.054 AC.)
PARCEL B (2,148 S.F. OR 0.049 AC.)

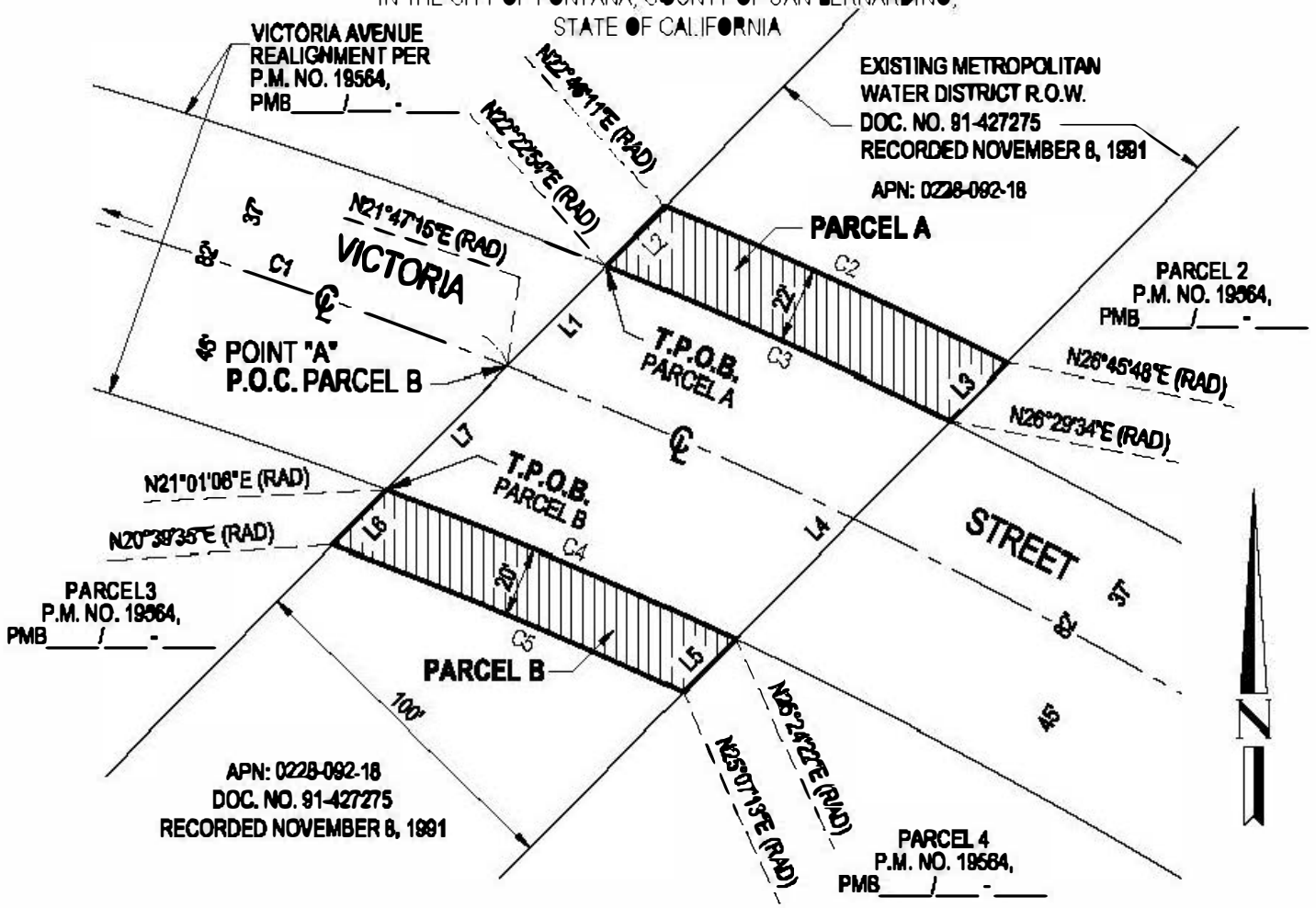
Sheet ____ of ____
City Index No.____

Drawing Name: P:\...\Exhibit B.dwg
Last Updated: Dec 16, 2025 - 3:42pm by: Sxx

EXHIBIT "B-2"

DEED PLAT

IN THE SOUTHEAST QUARTER OF SECTION 34, T. 1 N., R. 6 W., S.B.M.
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



LINE TABLE

LINE #	BEARING	DISTANCE
L1	N44°23'48"E	39.99'
L2	N44°23'48"E	23.70'
L3	S44°23'48"W	23.10'
L4	S44°23'48"W	86.44'
L5	S44°23'48"W	21.17'
L6	N44°23'48"E	21.82'
L7	S44°23'48"W	48.88'

CURVE DATA TABLE

LINE #	DELTA	RADIUS	LENGTH
C1	22°09'31"	1448.00'	559.23'
C2	04°02'36"	1505.00'	106.21'
C3	04°08'41"	1483.00'	106.41'
C4	04°23'14"	1401.00'	107.27'
C5	04°27'38"	1381.00'	107.51'

50 25 0 50 100

SCALE: 1" = 50'

LEGEND:

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

= TEMPORARY CONSTRUCTION EASEMENT AREA
PARCEL A (2,339 S.F. OR 0.054 AC.)
PARCEL B (2,148 S.F. OR 0.049 AC.)

Sheet ____ of ____
City Index No.____

Drawing Name: P:\MIT\PROJECTS\...\Dedication Exhibit B.dwg
Last Updated: Dec 12, 2005 - 3:42pm by: Sue

EXHIBIT "A-3"

TEMPORARY CONSTRUCTION EASEMENT
CHERRY AVENUE & S. HIGHLAND AVENUE

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO BEING A PORTION OF PARCEL 1 OF THE GRANT DEED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED JULY 31, 1991 AS DOCUMENT NO. 91-290525 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF CHERRY AVENUE (60.00 FEET EASTERLY HALF WIDTH PER DOC. NO. 1536 RECORDED AUGUST 31, 1979 IN BOOK 9762 PAGE 2449 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER'S OFFICE) WITH THE SOUTHEASTERLY LINE OF SAID PARCEL PER DOCUMENT NO. 91-290525; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, ALONG SAID SOUTHEASTERLY LINE, NORTH 44°23'48" EAST, 26.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 86.00 FEET EASTERLY OF THE NEW CENTERLINE OF CHERRY AVENUE PER PARCEL MAP NO. 19564 FILED IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE OF PARCEL MAPS, IN SAID COUNTY RECORDER'S OFFICE, CONCAVE EASTERLY HAVING A RADIUS OF 2,114.00 FEET, A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARING SOUTH 88°47'46" WEST, AND THE **TRUE POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTHEASTERLY LINE, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°20'18" AN ARC DISTANCE OF 12.48 FEET;

THENCE NORTH 13°48'02" EAST, 19.04 FEET;

THENCE NORTH 44°50'35" EAST, 14.56 FEET;

THENCE NORTH 75°59'50" EAST, 10.31 FEET;

THENCE SOUTH 00°03'05" WEST, 14.19 FEET;

THENCE SOUTH 13°48'02" WEST, 6.19 FEET TO SAID SOUTHEASTERLY LINE OF DOCUMENT NO. 91-290525;

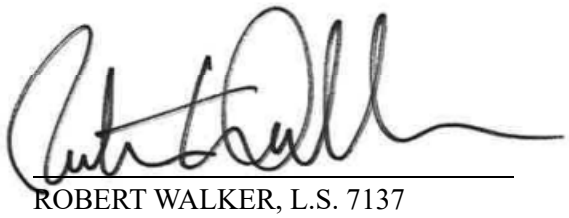
THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 44°23'48" WEST, 33.02 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 582 SQUARE FEET (0.013 ACRES), MORE OR LESS;

Sheet ____ of ____
City Index No. ____

AS SHOWN ON EXHIBIT “B” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION:



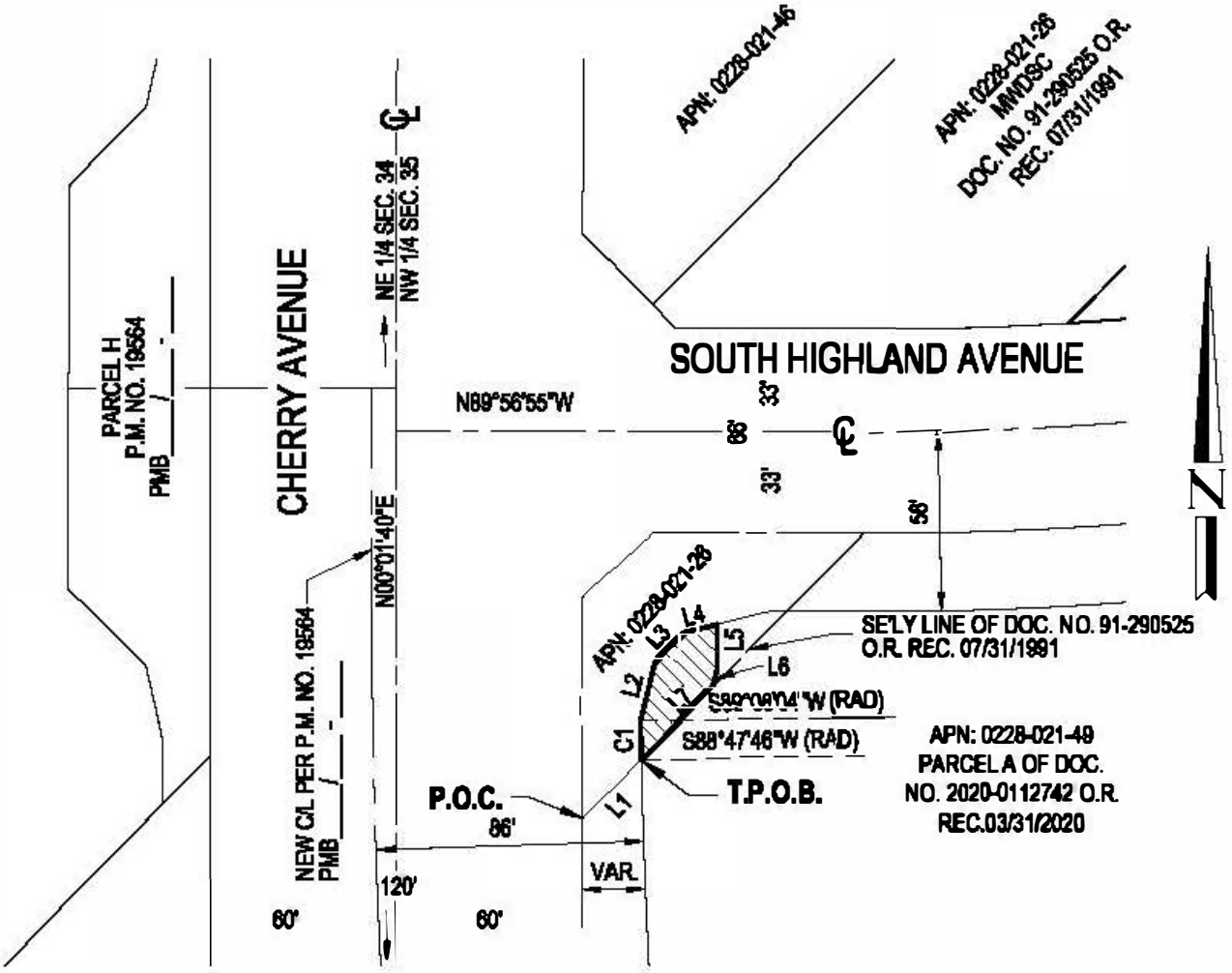
ROBERT WALKER, L.S. 7137

01/08/2026
DATE

Sheet ____ of ____
City Index No. ____

EXHIBIT "B-3"

IN THE NORTHWEST QUARTER OF SECTION 35, T. 1 N., R. 6 W., S.B.M.
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



LEGEND:

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

= TEMPORARY CONSTRUCTION EASEMENT AREA
((583 S.F. OR 0.013 AC.)

60 30 0 60 120

SCALE: 1" = 60'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N44°23'48"E	26.44'
L2	N13°48'02"E	19.04'
L3	N44°50'35"E	14.56'
L4	N75°58'50"E	10.31'
L5	S00°03'05"W	14.19'
L6	S13°48'02"W	6.19'
L7	S44°23'48"W	33.02'

CURVE DATA TABLE

LINE #	DELTA	RADIUS	LENGTH
C1	00°20'18"	2114.00'	12.48'

LICENSED LAND SURVEYOR
ROBERT WALKER
No. 7137
STATE OF CALIFORNIA

Sheet ____ of ____
City Index No. ____

CERTIFICATE OF ACCEPTANCE
GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This is to certify that the interest in the real property conveyed by the Grant of Temporary Construction Easement (Assessor Parcel Nos. 0228-012-04, 0228-092-18, 0228-021-26) dated _____ from **THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, ("GRANTOR")** to the **CITY OF FONTANA, A MUNICIPAL CORPORATION ("GRANTEE")**, is hereby accepted by the undersigned on behalf of the undersigned officer pursuant to authority conferred by Resolution 91-152 of the City Council adopted July 16, 1991; and the GRANTEE consents to recordation thereof by its duly authorized officer.

_____ _____

Date **Gia Kim**
Public Works Director/City Engineer

AGREEMENT FOR POSSESSION AND USE
(Right of Entry)

This Agreement for Possession and Use ("Agreement") is made and dated for reference purposes as of the date set forth below, by and between The Metropolitan Water District of Southern California ("Owner"), and the City of Fontana, a Municipal Corporation ("City") concerning the *Building a Better Connected Inland Empire Project* ("Project"), which will result in the construction of certain roadway and other public improvements in the City of Fontana. .

Recitals

WHEREAS, Owner is the owner of certain vacant real property located within the Project area along Victoria Avenue and Cherry Avenue and identified as County of San Bernardino County Assessor's numbers 0228-012-04, 0228-092-18, and 0228-021-26 ("Property");

WHEREAS, the Project requires the City's acquisition of interests in the Property which are more particularly described on the attached Exhibits "A-1" through "A-3" and depicted on the attached Exhibits "B-1" through "B-3" (collectively, the "Interests");

WHEREAS, City requires immediate possession of the Interests to construct the Project; and

WHERAS, the Parties acknowledge and agree that any delay in the start of construction of the Project is contrary to public interest; and

WHEREAS, Owner is willing to allow City to obtain immediate possession of the Interests based upon the terms below;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other consideration, receipt and sufficiency of which the parties hereby acknowledge, City and the Owner (collectively, the "Parties") agree as follows:

Possession

1. Owner, and each of its successors and assigns, hereby irrevocably grant to City, its employees, contractors, agents, and all others deemed necessary by City the irrevocable right to exclusive possession and use of the Interests for the construction of the Project including the right to remove and dispose of improvements therein located.

2. In consideration for this irrevocable grant of possession and use, City will tender into Escrow the sum of **Three Hundred Sixty Four Thousand Eight Hundred Dollars ($364,800)** as set forth below.

Escrow

3. This transaction will be handled through an escrow with Commonwealth Title and Escrow, Escrow No. _____ ("Escrow"). City shall pay all Escrow fees incurred in this transaction.

4. Within 5 days following the opening of Escrow, City will deposit the amount of Three Hundred Sixty Four Thousand Eight Hundred Dollars ($364,800) with Escrow. Owner shall not be entitled to receive any proceeds from Escrow until:

a. All holders of liens, encumbrances and interests affected by the acquisition of the Interests have received full payment for all principal and interest due to them and have either executed a reconveyance of their interests in the Property, or have waived their right to compensation for City's acquisition of the interests and have consented to payment to Owner; and

b. City has acknowledged in writing that it concurs that all other parties having interests in the Parcel have received full payment or have consented to Owner's withdrawal.

5. This Escrow shall remain open until either a final settlement, or until termination of this Agreement. Any sum disbursed to the Owner from this Escrow shall be deducted from the ultimate amount received by Owner, or its successors or assigns, as a result of any settlement.

Effective Date

6. This Agreement is effective as of the date that it is fully executed by all parties (the "Effective Date"). From and after the Effective Date, Owner will not voluntarily assign, sell, encumber or otherwise transfer all or any portion of its interest in the Interests without first obtaining the prior written consent of City.

Just Compensation and Appraisal

7. The amount deposited into and any payment from Escrow as a result of this Agreement shall be equivalent to a deposit and payment under California Code of Civil Procedure section 1255.010. The use at trial of such deposit or withdrawal, including but not limited to the appraisal or appraisal summary statement upon which the deposit was based, shall be governed by Code of Civil Procedure section 1255.060.

No Revocation; Binding Upon Heirs; Covenants Run With the Land

8. The promises, obligations, and rights conveyed to herein (i) may not be unilaterally revoked by Owner, (ii) are binding upon and inure to the benefit of and upon the Parties, their respective heirs, executors, administrators, successors, assigns, devisees, representatives, lessees and all other persons acquiring any portion of or interest in the Interests, or any interest therein whether by operation of law or any manner whatsoever, and (iii) are covenants running with the land pursuant to applicable law, including but not limited to Section 1468 of the Civil Code of the State of California.

Taxes

9. Owner agrees to continue to submit payment, when due, to the County tax collector for all taxes and special assessments on the Property that are due. After the date title of the Interests transfers to City, City will request that the County tax collector readjust taxes and/or special assessments for the period from the date of possession to the date title of the Interests transferred to City. After the tax adjustment request is made by City, Owner may file a claim with the County tax collector for a refund of any tax overpayment. Notwithstanding any other provision of this Agreement, no cancellation shall be made of all or any portion of any taxes that were due prior to the date of possession but which were unpaid; Escrow shall pay in a timely manner all delinquent property taxes due from the sums deposited into Escrow.

Eminent Domain Proceedings

10. This agreement is made with the understanding that City will continue to negotiate in good faith with Owner to acquire the Interests by direct purchase without the need for the filing of an eminent domain action. It is further understood that in the event a settlement is not reached within ninety (90) days of the execution of this Agreement, that City may file its complaint in eminent domain to condemn the Parcel.

11. If City begins proceedings in eminent domain, it is understood and agreed that this Agreement shall continue in effect either until a settlement is reached or a Final Order of Condemnation is issued by the court pursuant to Section 1268.030 of the California Code of Civil Procedure in regard to the Interests, or the Agreement is terminated by City, whichever comes first.

Waiver Of Challenges To Right To Take;
Admission Of Public's Interest, Necessity And Use

12. Owner waives in any eminent domain proceeding filed by City any right it may have to challenge City's right to possess and use the Interests as set forth herein, and the only issue in said eminent domain proceeding shall be the amount of just compensation for the property Interests.

13. By granting this irrevocable right to possession and use of the Interests to City, Owner hereby expressly waives its right to appear and be heard before City's City Council and hereby stipulates to the truth of the matters listed below:

a. The public interest and necessity require the Project.

b. The Project is planned or located in the manner that will be more compatible with the greatest public good and the least private injury.

c. The Interests sought to be acquired are necessary for the Project.

d. An offer in compliance with Government Code section 7267.2 has been made to Owner.

Refund

14. In the event the ultimate amount of any settlement, award, or verdict in any eminent domain action is less than the total of the sums paid into Escrow and withdrawn by Owner pursuant to this Agreement, Owner shall refund the difference including interest to City. Interest shall be calculated pursuant to Section 1268.350 of the Code of Civil Procedure.

Date of Valuation

15. The date of valuation for determining the amount of just compensation for the Interests in any eminent domain proceeding shall be the date on which City is authorized to take actual possession of said Interests pursuant to this Agreement and not any other date.

Interest

16. Compensation awarded in an eminent domain proceeding shall draw interest as prescribed in sections 1268.310 *et seq*. of the Code of Civil Procedure. Owner shall be entitled to receive interest on any sum received as compensation for the Interests, whether pursuant to this Agreement, a subsequent settlement or court judgment, beginning on the date City takes possession of the Interests pursuant to this Agreement and ending on the earliest of the dates as provided in Code of Civil Procedure section 1268.320.

Hazardous Materials

17. If any hazardous materials are present within the area of the Interests on the date City takes possession of the Interests, Owner shall be responsible for and bear the entire cost of all removal, disposal, clean-up and decontamination which may be required because of these hazardous materials. Owner shall further hold City, its officers and employees harmless from all responsibility, liability and claims for damages to

persons or property resulting from the existence or use of hazardous materials which are present on the Interests on the date City takes possession under this Agreement.

Abandonment

18. City reserves the right to unilaterally terminate this Agreement at any time, and City reserves the right to abandon the eminent domain proceeding in whole or in part at any time after the commencement of the proceeding in eminent domain.

Successors In Interest

19. This Agreement shall also extend to, inure to the benefit of, and bind the heirs, devisees, executors, administrators, legal representatives, successors, and assigns of the parties. Any amounts disbursed to Owner pursuant to this Agreement shall be deemed to have been disbursed to the heirs, devisees, executors, administrators, legal representatives, successors, and assigns of the Owner.

Memorandum Of Agreement

20. Upon request by City, Owner agrees to execute and City shall record a memorandum of this Agreement.

Authority to Execute and Bind

21. The undersigned warrants that he/she/it is the authorized signatory of the Owner as to the Interests and are authorized to provide this irrevocable right to possession to City and do so on behalf of parties having an ownership or possessory interest in the Interests.

Entire Agreement; Severability; Amendments; Counterparts

22. This Agreement reflects the entire agreement between the Parties and shall supersede all prior or contemporaneous oral or written understandings, statements, representations or promises between the Parties concerning the matters contained herein. This Agreement may only be amended by written agreement, executed by all Parties.

23. In case any part, term, portion or provision of this Agreement is determined to be illegal, invalid or unenforceable, the remaining parts, terms, portions and provisions shall remain valid, enforceable, and in full force and effect.

24. This Agreement has been negotiated in good faith and each party warrants and represents that in executing this Agreement, they are not relying upon any representation, promise, inducement or statement made in negotiation that has not been included in the terms of this Agreement.

25. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Possession

26. City is hereby authorized to take possession of the Interests upon the date that City tenders the amount of $364,800 into Escrow.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year set forth below.

"CITY"	CITY OF FONTANA a Municipal Corporation
Date: _____	By: _____ Matthew C. Ballantyne City Manager
"OWNER"	The Metropolitan Water District of Southern California
Date: _____	_____ Print Name: _____ Title: _____

EXHIBIT "A-1"
LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO BEING A PORTION OF PARCEL 2 OF THE GRANT DEED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED JULY 31, 1991 AS DOCUMENT NO. 91-290525 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF CHERRY AVENUE (60.00 FEET EASTERLY HALF WIDTH PER DOCUMENT RECORDED DECEMBER 23, 1998 AS DOCUMENT NO. 1998-0545823 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER'S OFFICE) WITH THE NORTHWESTERLY LINE OF SAID PARCEL 2 OF DOCUMENT NO. 91-290525;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF CHERRY AVENUE, SOUTH 00°01'40" WEST, 143.01 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2 OF DOCUMENT NO. 91-290525, SOUTH 44°23'48" WEST, 10.89 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 68.00 FEET WESTERLY OF THE NEW CENTERLINE OF CHERRY AVENUE PER PARCEL MAP NO. 19564 FILED IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE, OF PARCEL MAPS, CONCAVE EASTERLY HAVING A RADIUS OF 2268.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 85°06'01" WEST**;**

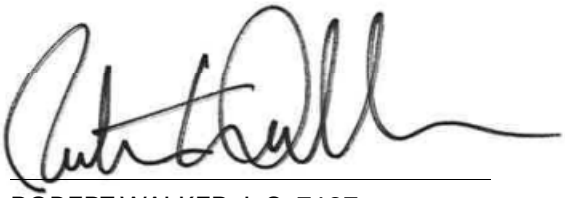
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°25'20" AN ARC DISTANCE OF 135.47 FEET TO SAID NORTHWESTERLY LINE OF PARCEL 2 OF DOCUMENT NO. 91-290525;

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 44°23'48" EAST, 21.76 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 1,724 SQUARE FEET (0.040 ACRES), MORE OR LESS;

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION:



ROBERT WALKER, L.S. 7137

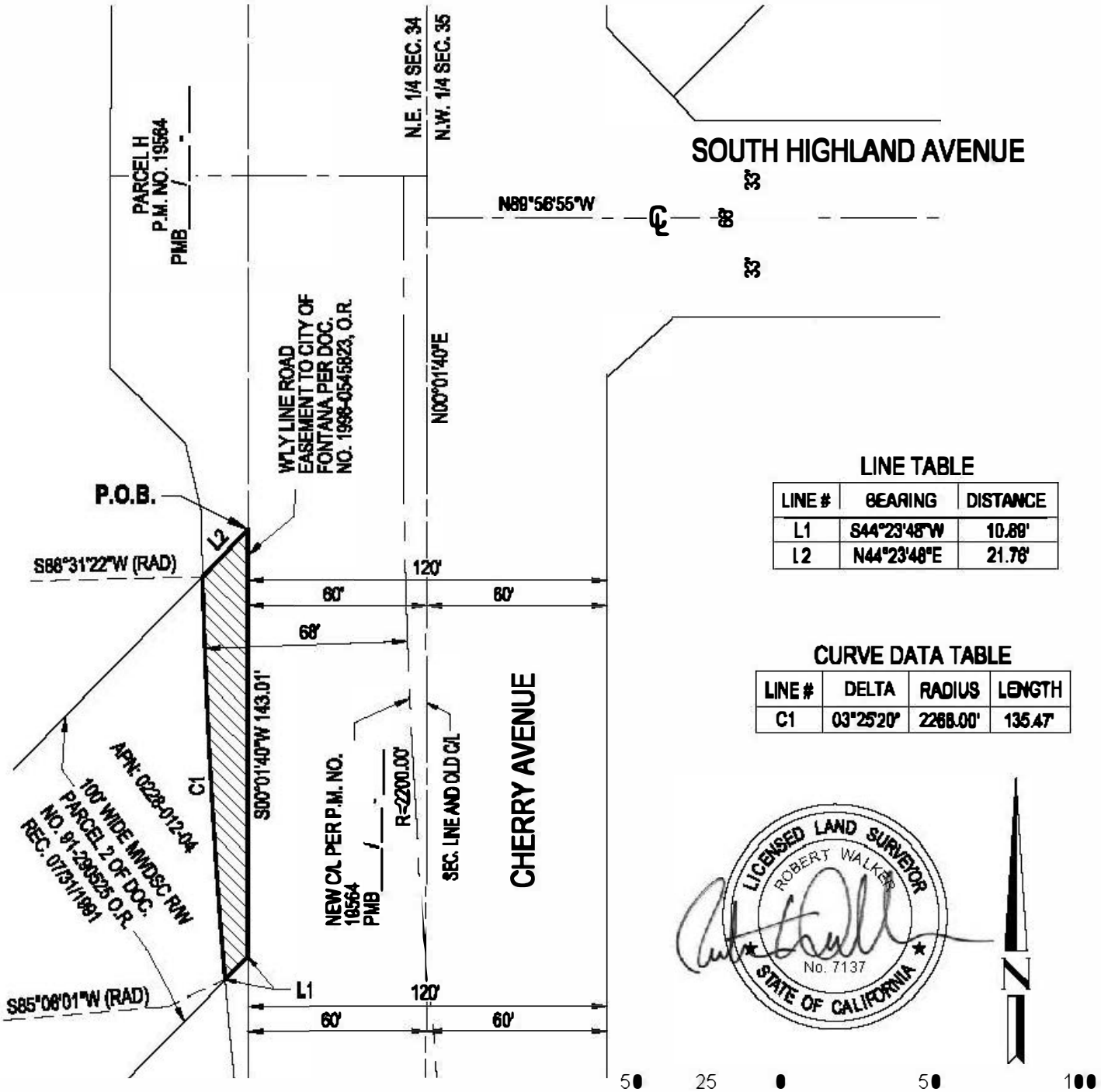
10/02/2025
DATE

Sheet ____ of ____
City Index No. 6317

EXHIBIT "B-1"

DEED PLAT

IN THE NORTHEAST QUARTER OF SECTION 34, T. 1 N., R. 6 W., S.B.M.
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



LINE TABLE

LINE #	BEARING	DISTANCE
L1	S44°23'48"W	10.89'
L2	N44°23'48"E	21.76'

CURVE DATA TABLE

LINE #	DELTA	RADIUS	LENGTH
C1	03°25'20"	2268.00'	135.47'

LICENSED LAND SURVEYOR
ROBERT WALKER
No. 7137
STATE OF CALIFORNIA

N

50 25 0 50 100

SCALE: 1" = 50'

LEGEND:

P.O.B. = POINT OF BEGINNING

= DEDICATION EASEMENT AREA (1,724 S.F. OR 0.040 AC.)

Sheet ____ of ____
City Index No. 6317

Drawing Name: P:\MIT-P\[illegible]\DED Activities\Highway\[illegible]\Dedication Exhibit B-1_Dedication Exhibit B.dwg
Last Updated: Oct 02, 2025 - 9:25am by [illegible]

EXHIBIT "A-2"
LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO BEING A PORTION OF THAT CERTAIN 100.00-FOOT WIDE STRIP OF LAND PER THE GRANT DEED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED NOVEMBER 8, 1991 AS DOCUMENT NO. 91-427275 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER ONE QUARTER CORNER OF SECTION 34 AND THE CENTERLINE INTERSECTION OF BANANA AVENUE WITH VICTORIA AVENUE (37.00 FEET NORTHERLY HALF WIDTH AND 45.00 FEET SOUTHERLY HALF WIDTH) AS SHOWN ON PARCEL MAP NO. 19564 FILED IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY;

THENCE ALONG SAID CENTERLINE OF VICTORIA AVENUE, NORTH 89°37'44" EAST, 345.05 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,446.00 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE OF VICTORIA AVENUE AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°09'31" AN ARC DISTANCE OF 559.23 FEET TO THE NORTHWESTERLY LINE OF SAID 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275 AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 44°23'48" EAST, 39.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 37.00 FEET NORTHEASTERLY OF SAID CENTERLINE OF VICTORIA AVENUE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,483.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS NORTH 22°22'54" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°06'41" AN ARC DISTANCE OF 106.41 FEET TO THE SOUTHEASTERLY LINE OF SAID 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275;

THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 44°23'48" WEST, 86.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 45.00 FEET SOUTHWESTERLY OF SAID CENTERLINE OF VICTORIA AVENUE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,401.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS NORTH 25°24'22" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°23'14" AN ARC DISTANCE OF 107.27 FEET TO SAID NORTHWESTERLY LINE OF THE 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275;

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 44°23'48" EAST, 48.88 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 8,760 SQUARE FEET (0.201 ACRES), MORE OR LESS;

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION:

ROBERT WALKER, L.S. 7137

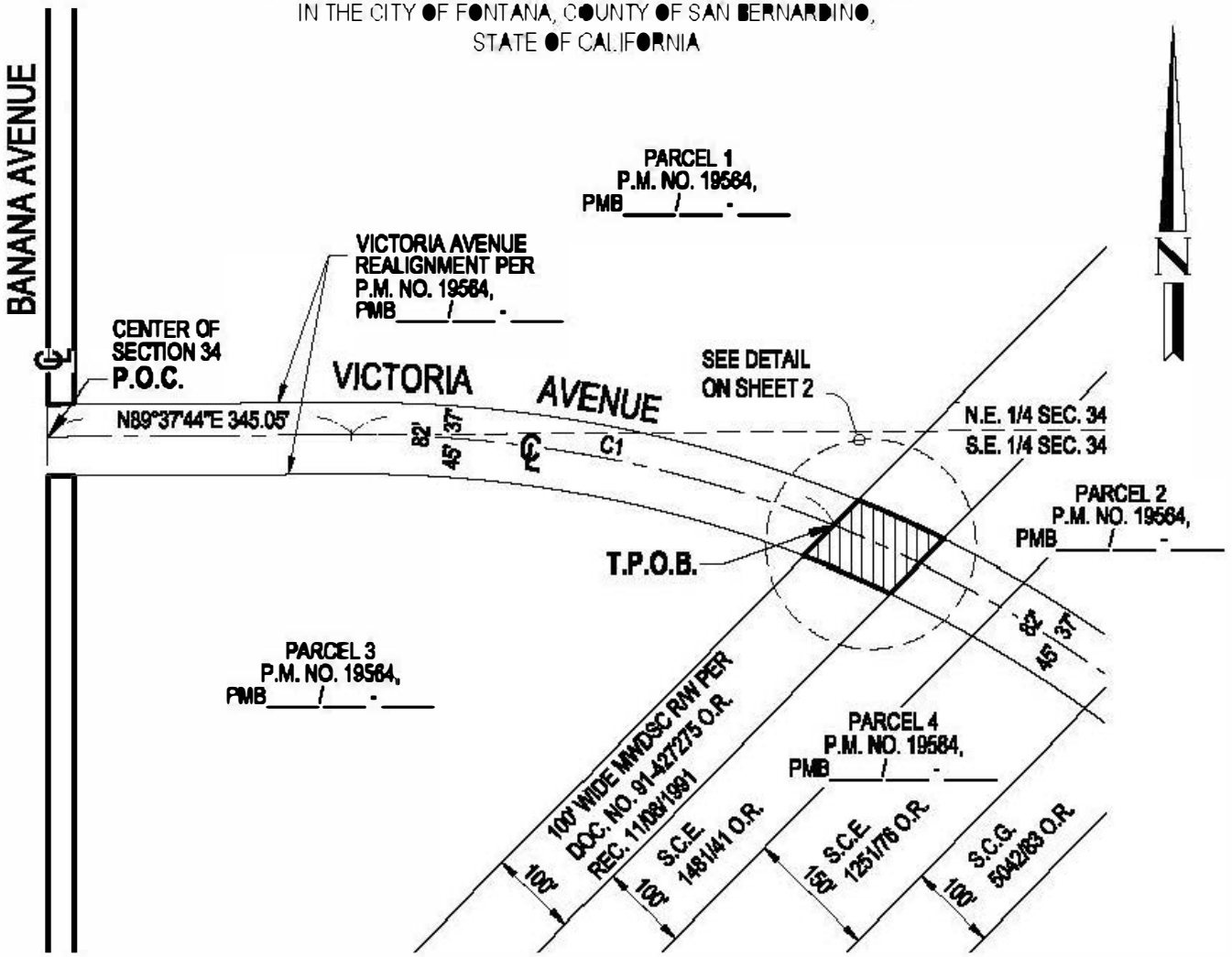
10/02/2025
DATE

Sheet ____ of ____
City Index No. 6319

EXHIBIT "B-2"

DEED PLAT

IN THE SOUTHEAST QUARTER OF SECTION 34, T. 1 N., R. 6 W., S.B.M.
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



CURVE DATA TABLE

LINE #	DELTA	RADIUS	LENGTH
C1	22°09'31"	1446.00'	559.23'

LICENSED LAND SURVEYOR
ROBERT WALKER
No. 7137
STATE OF CALIFORNIA

200 100 0 200 400

SCALE: 1" = 200'

LEGEND:

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

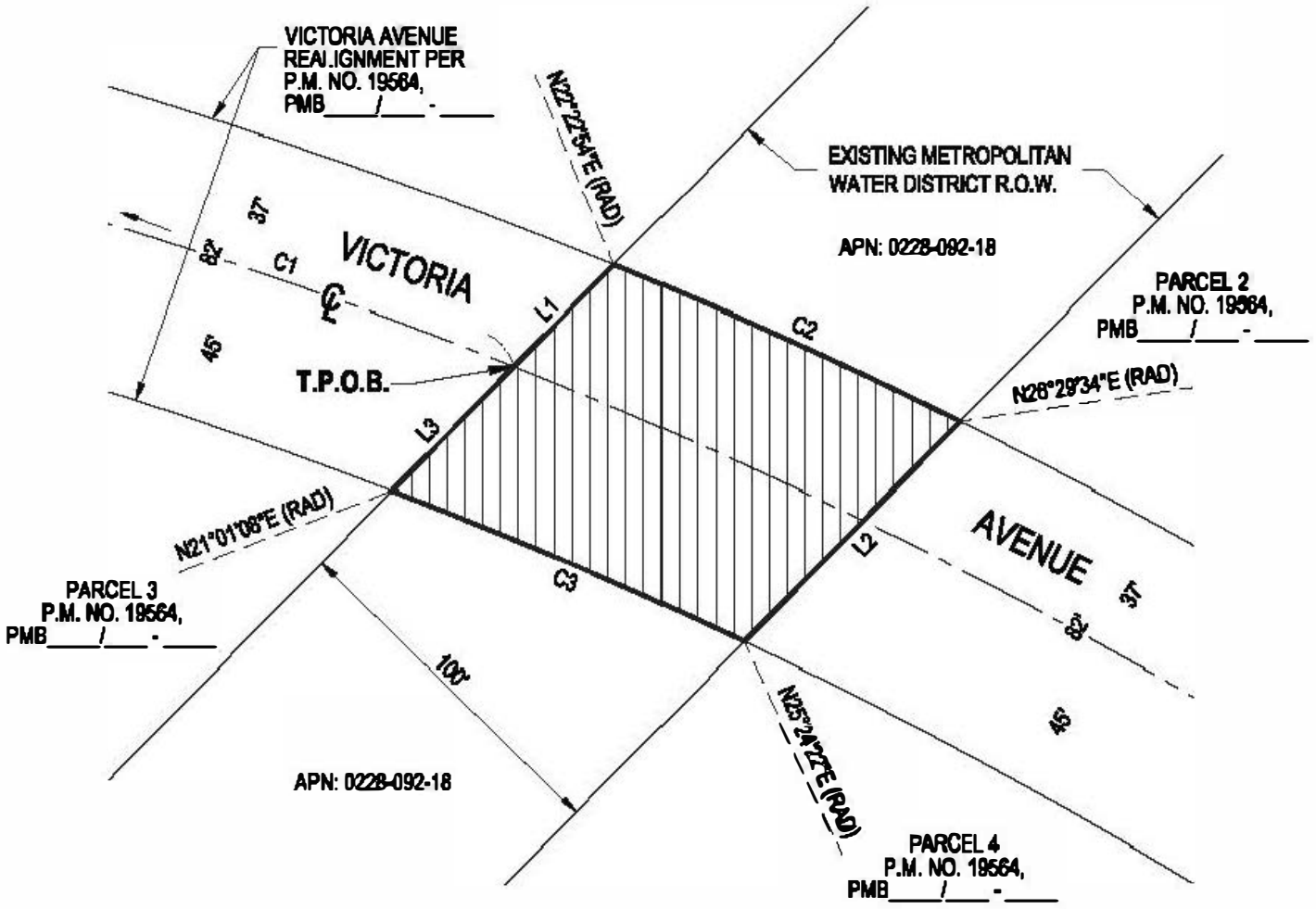
= ROAD DEDICATION AREA
(8,760 S.F. OR 0.201 AC.)

Sheet ____ of ____
City Index No. 6319

EXHIBIT "B-2"

DEED PLAT

IN THE SOUTHEAST QUARTER OF SECTION 34, T. 1 N., R. 6 W., S.B.M.
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



LINE TABLE

LINE #	BEARING	DISTANCE
L1	N44°23'48"E	39.99'
L2	S44°23'48"W	86.44'
L3	N44°23'48"E	48.88'

CURVE DATA TABLE

LINE #	DELTA	RADIUS	LENGTH
C1	22°09'31"	1448.00'	559.23'
C2	04°06'41"	1483.00'	106.41'
C3	04°23'14"	1401.00'	107.27'

LICENSED LAND SURVEYOR
ROBERT WALKER
No. 7137
STATE OF CALIFORNIA

N

50 25 0 50 100

SCALE: 1" = 50'

LEGEND:

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

= ROAD DEDICATION AREA
(8,760 S.F. OR 0.201 AC.)

Sheet ____ of ____
City Index No. 6319

Drawing Name: P:\MAP\PROJECTS\2024\CDD\Avenue 37\Exhibits\B2\Victoria-CDD-B2 Dedication Exhibit B2.dwg
Last Updated: Oct 02, 2025 - 9:32am by ???

EXHIBIT "A-3"
Legal Description

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO BEING A PORTION OF PARCEL 1 OF THE GRANT DEED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED JULY 31, 1991 AS DOCUMENT NO. 91-290525 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF CHERRY AVENUE (60.00 FEET EASTERLY HALF WIDTH PER DOC. NO. 1536 RECORDED AUGUST 31, 1979 IN BOOK 9762 PAGE 2449 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER'S OFFICE) WITH THE SOUTHEASTERLY LINE OF SAID PARCEL PER DOCUMENT NO. 91-290525;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF CHERRY AVENUE NORTH 00°01'40" EAST, 71.71 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF SOUTH HIGHLAND AVENUE AS DESCRIBED IN DOCUMENT NO. 1998-0545821 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, NORTH 47°42'08" EAST, 30.06 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SOUTH HIGHLAND AVENUE (33.00 FEET SOUTHERLY HALF WIDTH);

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 89°56'55" EAST, 67.70 FEET TO SAID SOUTHEASTERLY LINE OF DOCUMENT NO. 91-290525;

THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 44°23'48" WEST, 34.96 FEET;

THENCE NORTH 89°56'55" WEST, 5.49 FEET;

THENCE SOUTH 75°59'50" WEST, 27.76 FEET;

THENCE SOUTH 44°50'35" WEST, 14.56 FEET;

THENCE SOUTH 13°48'02" WEST, 19.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 86.00 FEET EASTERLY OF THE NEW CENTERLINE OF CHERRY AVENUE PER PARCEL MAP NO. 19564 FILED IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE OF PARCEL MAPS, CONCAVE EASTERLY HAVING A RADIUS OF 2114.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 89°08'04" WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°20'18" AN ARC DISTANCE OF 12.48 FEET TO SAID SOUTHEASTERLY LINE OF DOCUMENT NO. 91-290525;

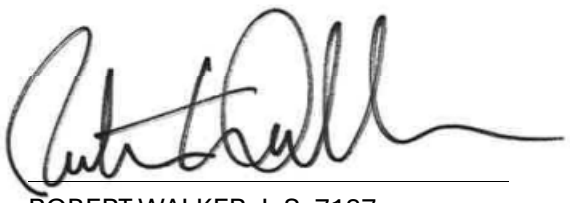
THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 44°23'48" WEST, 26.44 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF CHERRY AVENUE AND THE **POINT OF BEGINNING**.

Sheet ____ of ____
City Index No. 6313

CONTAINING 3,103 SQUARE FEET (0.071 ACRES), MORE OR LESS;

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION:



ROBERT WALKER, L.S. 7137

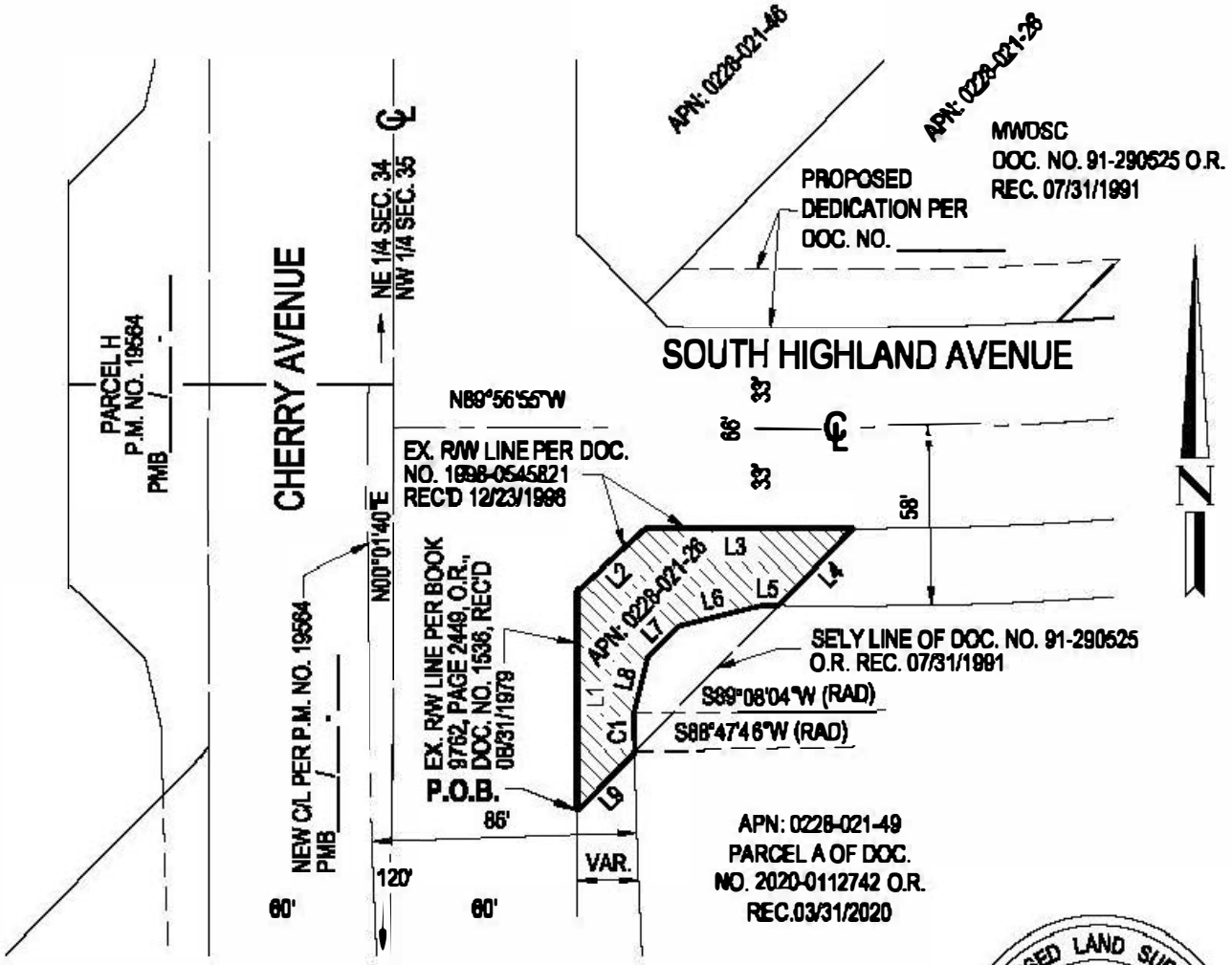
10/02/2025
DATE

Sheet ____ of ____
City Index No. 6313

EXHIBIT "B-3"

DEED PLAT

IN THE NORTHWEST QUARTER OF SECTION 35, T. 1 N., R. 6 W., S.B.M.
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



LINE TABLE

LINE #	BEARING	DISTANCE
L1	N00°01'40"E	71.71'
L2	N47°42'08"E	30.06'
L3	S89°56'55"E	67.70'
L4	S44°23'48"W	34.96'
L5	N89°56'55"W	5.49'
L6	S75°59'50"W	27.76'
L7	S44°50'35"W	14.56'
L8	S13°48'02"W	19.04'
L9	S44°23'48"W	26.44'

LEGEND:

P.O.B. = POINT OF BEGINNING

= DEDICATION EASEMENT AREA
(3,103 S.F. OR 0.071 AC.)

CURVE DATA TABLE

LINE #	DELTA	RADIUS	LENGTH
C1	00°20'18"	2114.00'	12.48'

LICENSED LAND SURVEYOR
ROBERT WALKER
No. 7137
STATE OF CALIFORNIA

Sheet ____ of ____
City Index No. 6313

Drawing Name: P:\MTP\PROJECTS\0228-021-49\EXHIBIT\TP0228-021-49_dedication Exhibit B.dwg
Last Updated: Oct 02, 2025 - 9:15am by ???

EXHIBIT "A-1"
LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO BEING A PORTION OF PARCEL 2 OF THE GRANT DEED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED JULY 31, 1991 AS DOCUMENT NO. 91-290525 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF CHERRY AVENUE (60.00 FOOT WESTERLY HALF WIDTH PER DOCUMENT RECORDED DECEMBER 23, 1998 AS DOCUMENT NO. 1998-0545823 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER'S OFFICE) WITH THE NORTHWESTERLY LINE OF SAID PARCEL 2 OF DOCUMENT NO. 91-290525;

THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 44°23'48" WEST, 21.76 FEET TO THE **TRUE POINT OF BEGINNING**, THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 68.00 FEET WESTERLY OF THE NEW CENTERLINE OF CHERRY AVENUE PER PARCEL MAP NO. 19564 FILED IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE, OF PARCEL MAPS IN SAID COUNTY RECORDER'S OFFICE, CONCAVE EASTERLY HAVING A RADIUS OF 2268.00 FEET, A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARING SOUTH 88°31'22" WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°25'20" AN ARC DISTANCE OF 135.47 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 2 OF DOCUMENT NO. 91-290525;

THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 44°23'48" WEST, 31.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2224.00 FEET, A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARING SOUTH 84°32'39" WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°27'38" AN ARC DISTANCE OF 134.33 FEET TO SAID NORTHWESTERLY LINE OF PARCEL 2 OF DOCUMENT NO. 91-290525;

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 44°23'48" EAST, 33.45 FEET TO THE **TRUE POINT OF BEGINNING.**

Sheet ____ of ____
City Index No.

CONTAINING 3,259 SQUARE FEET (0.075 ACRES), MORE OR LESS.

SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION:

ROBERT WALKER, L.S. 7137

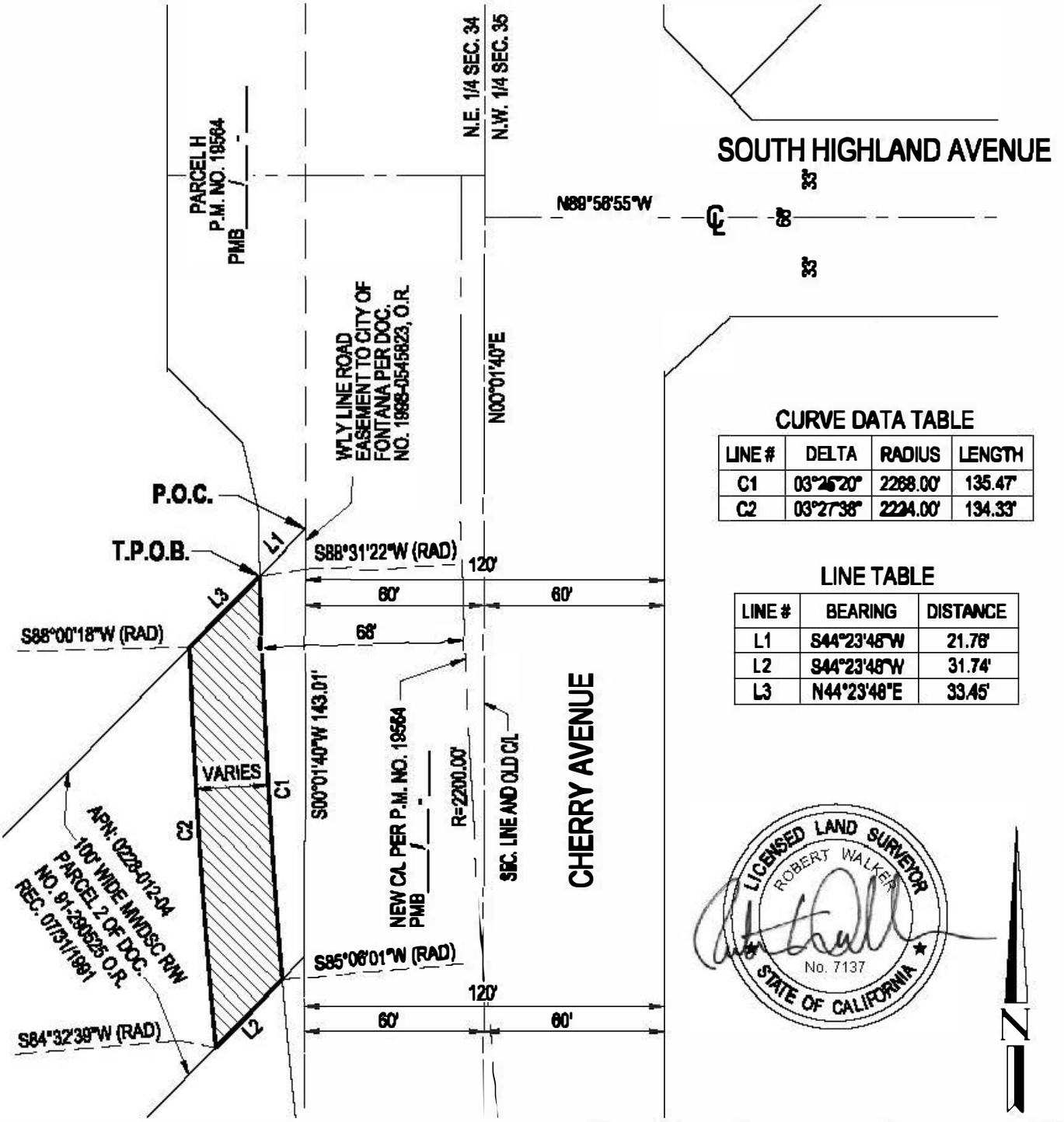
12/19/2025
DATE

Sheet ____ of ____
City Index No.

EXHIBIT "B-1"

DEED PLAT

IN THE NORTHEAST QUARTER OF SECTION 34, T. 1 N., R. 6 W., S.B.M.
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



CURVE DATA TABLE

LINE #	DELTA	RADIUS	LENGTH
C1	03°26'20"	2268.00'	135.47'
C2	03°27'38"	2224.00'	134.33'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S44°23'48"W	21.76'
L2	S44°23'48"W	31.74'
L3	N44°23'48"E	33.45'

LICENSED LAND SURVEYOR
ROBERT WALKER
No. 7137
STATE OF CALIFORNIA

N

50 25 0 50 100

SCALE: 1" = 50'

LEGEND:

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

= TEMPORARY CONSTRUCTION EASEMENT AREA
(3,259 S. FOR 0.075 AC.)

Sheet ____ of ____
City Index No.____

Drawing Name: P:\NT-P\[illegible]\Dedication Exhibit B\B-1-TP[illegible]-DED_Dedication Exhibit B.dwg
Last Updated: Dec 18, 2025 - 11:03am by: [illegible]

EXHIBIT "A-2"
LEGAL DESCRIPTION

THOSE PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO BEING A PORTION OF THAT CERTAIN 100.00-FOOT WIDE STRIP OF LAND PER GRANT DEED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED NOVEMBER 8, 1991, AS DOCUMENT NO. 91-427275 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT THE CENTER OF SECTION 34 AND THE CENTERLINE INTERSECTION OF BANANA AVENUE (30.00 FOOT WESTERLY HALF-WIDTH) AND VICTORIA STREET (37.00 FOOT NORTHERLY HALF WIDTH AND 45.00 FOOT SOUTHERLY HALF WIDTH) AS SHOWN ON PARCEL MAP NO. 19564 FILED IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY;

THENCE ALONG SAID CENTERLINE OF VICTORIA STREET, NORTH 89°37'44" EAST, 345.05 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,446.00 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE OF VICTORIA STREET, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°09'31" AN ARC DISTANCE OF 559.23 FEET TO THE NORTHWESTERLY LINE OF SAID 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275, HEREINAFTER REFERRED TO AS POINT "A".

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 44°23'48" EAST, 39.99 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF VICTORIA STREET, AND THE **TRUE POINT OF BEGINNING OF PARCEL A**;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE OF DOCUMENT NO. 91-427275, NORTH 44°23'48" EAST, 23.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, CONCENTRIC WITH AND 59.00 FEET NORTHEASTERLY OF SAID CENTERLINE OF VICTORIA STREET, HAVING A RADIUS OF 1,505.00 FEET, A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARING NORTH 22°43'11" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°02'36" AN ARC DISTANCE OF 106.21 FEET TO THE SOUTHEASTERLY LINE OF SAID 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275;

THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 44°23'48" WEST, 23.10 FEET TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF VICTORIA STREET, THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 37.00 FEET NORTHEASTERLY OF SAID CENTERLINE OF VICTORIA STREET, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,483.00 FEET, A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARING NORTH 26°29'34" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°06'41" AN ARC DISTANCE OF 106.41 FEET TO THE **TRUE POINT OF BEGINNING OF PARCEL A**.

CONTAINING 2,339 SQUARE FEET (0.054 ACRES), MORE OR LESS.

PARCEL B

COMMENCING AT ABOVE DESCRIBED POINT "A";

THENCE ALONG SAID NORTHWESTERLY LINE OF THE 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275, SOUTH 44°23'48" WEST, 48.88 FEET TO THE **TRUE POINT OF BEGINNING OF PARCEL B** ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF VICTORIA STREET, THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 45.00 FEET SOUTHWESTERLY OF SAID CENTERLINE OF VICTORIA STREET, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,401.00 FEET, A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARING NORTH 21°01'08" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°23'14" AN ARC DISTANCE OF 107.27 FEET TO SAID SOUTHEASTERLY LINE OF THE 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275;

THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 44°23'48" WEST, 21.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 20.00 FEET SOUTHWESTERLY OF SAID SOUTHWESTERLY RIGHT OF WAY LINE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,381.00 FEET, A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARING NORTH 25°07'13" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°27'38" AN ARC DISTANCE OF 107.51 FEET TO SAID NORTHWESTERLY LINE OF THE 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275;

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 44°23'48" EAST, 21.82 FEET TO THE **TRUE POINT OF BEGINNING OF PARCEL B**.

CONTAINING 2,148 SQUARE FEET (0.049 ACRES), MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION:

ROBERT WALKER, L.S. 7137

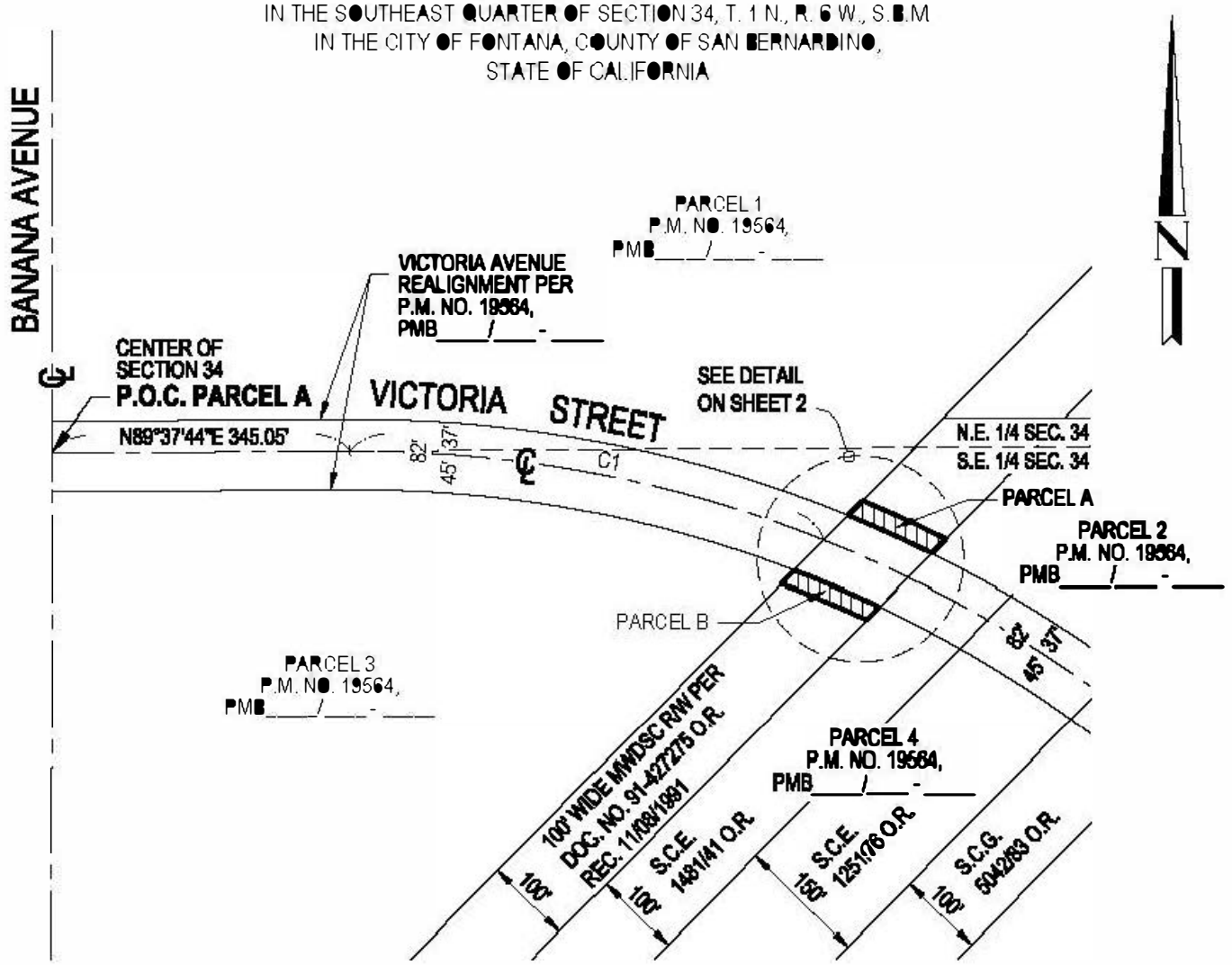
12/19/2025
DATE

Sheet ____ of ____
City Index No.

EXHIBIT "B-2"

DEED PLAT

IN THE SOUTHEAST QUARTER OF SECTION 34, T. 1 N., R. 6 W., S.B.M.
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



CURVE DATA TABLE

LINE #	DELTA	RADIUS	LENGTH
C1	22°09'31"	1446.00'	559.23'

200 100 0 200 400

SCALE: 1" = 200'

LEGEND:

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

= TEMPORARY CONSTRUCTION EASEMENT AREA
PARCEL A (2,339 S.F. OR 0.054 AC.)
PARCEL B (2,148 S.F. OR 0.049 AC.)

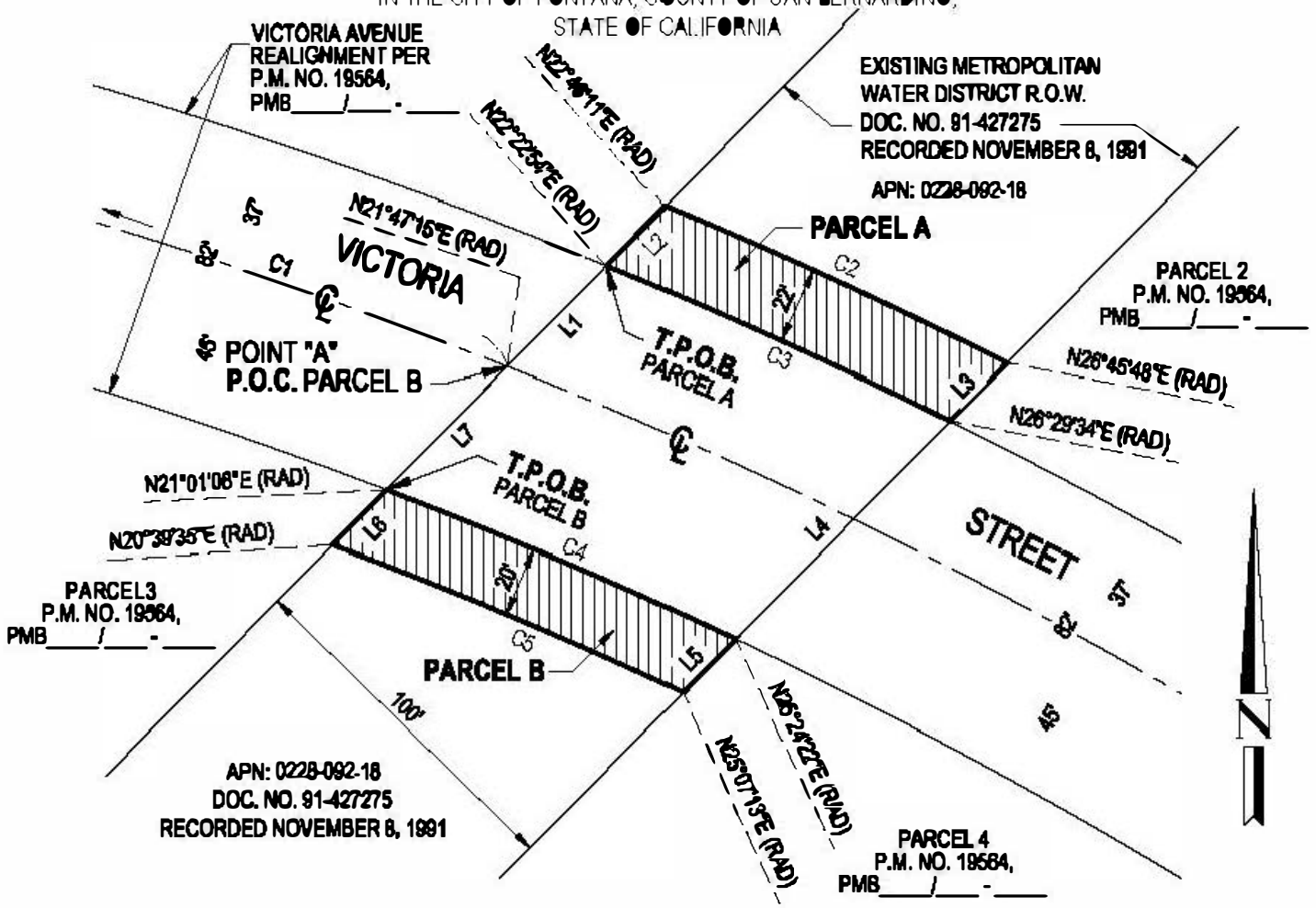
Sheet ____ of ____
City Index No.____

Drawing Name: P:\...\Exhibit B.dwg
Last Updated: Dec 16, 2005 - 3:42pm by: Sri

EXHIBIT "B-2"

DEED PLAT

IN THE SOUTHEAST QUARTER OF SECTION 34, T. 1 N., R. 6 W., S.B.M.
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



LINE TABLE

LINE #	BEARING	DISTANCE
L1	N44°23'48"E	39.99'
L2	N44°23'48"E	23.70'
L3	S44°23'48"W	23.10'
L4	S44°23'48"W	86.44'
L5	S44°23'48"W	21.17'
L6	N44°23'48"E	21.82'
L7	S44°23'48"W	48.88'

CURVE DATA TABLE

LINE #	DELTA	RADIUS	LENGTH
C1	22°09'31"	1446.00'	559.23'
C2	04°02'36"	1505.00'	106.21'
C3	04°08'41"	1483.00'	106.41'
C4	04°23'14"	1401.00'	107.27'
C5	04°27'38"	1381.00'	107.51'

50 25 0 50 100

SCALE: 1" = 50'

LEGEND:

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

= TEMPORARY CONSTRUCTION EASEMENT AREA
PARCEL A (2,339 S.F. OR 0.054 AC.)
PARCEL B (2,148 S.F. OR 0.049 AC.)

Sheet ____ of ____
City Index No.____

Drawing Name: P:\MTP\PROJECTS\ACAD\Work\[illegible]\Exhibit B-2.dwg
Last Opened: Dec 18, 2025 - 3:42pm by: Sara

EXHIBIT "A-3"

TEMPORARY CONSTRUCTION EASEMENT
CHERRY AVENUE & S. HIGHLAND AVENUE

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO BEING A PORTION OF PARCEL 1 OF THE GRANT DEED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED JULY 31, 1991 AS DOCUMENT NO. 91-290525 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF CHERRY AVENUE (60.00 FEET EASTERLY HALF WIDTH PER DOC. NO. 1536 RECORDED AUGUST 31, 1979 IN BOOK 9762 PAGE 2449 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER'S OFFICE) WITH THE SOUTHEASTERLY LINE OF SAID PARCEL PER DOCUMENT NO. 91-290525; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, ALONG SAID SOUTHEASTERLY LINE, NORTH 44°23'48" EAST, 26.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 86.00 FEET EASTERLY OF THE NEW CENTERLINE OF CHERRY AVENUE PER PARCEL MAP NO. 19564 FILED IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE OF PARCEL MAPS, IN SAID COUNTY RECORDER'S OFFICE, CONCAVE EASTERLY HAVING A RADIUS OF 2,114.00 FEET, A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARING SOUTH 88°47'46" WEST, AND THE **TRUE POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTHEASTERLY LINE, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°20'18" AN ARC DISTANCE OF 12.48 FEET;

THENCE NORTH 13°48'02" EAST, 19.04 FEET;

THENCE NORTH 44°50'35" EAST, 14.56 FEET;

THENCE NORTH 75°59'50" EAST, 10.31 FEET;

THENCE SOUTH 00°03'05" WEST, 14.19 FEET;

THENCE SOUTH 13°48'02" WEST, 6.19 FEET TO SAID SOUTHEASTERLY LINE OF DOCUMENT NO. 91-290525;

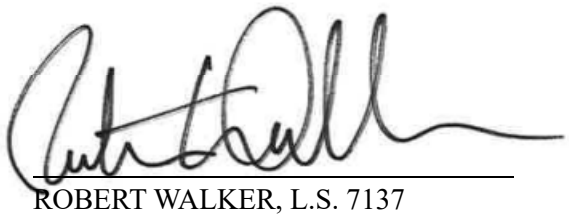
THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 44°23'48" WEST, 33.02 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 582 SQUARE FEET (0.013 ACRES), MORE OR LESS;

Sheet ____ of ____
City Index No. ____

AS SHOWN ON EXHIBIT “B” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION:



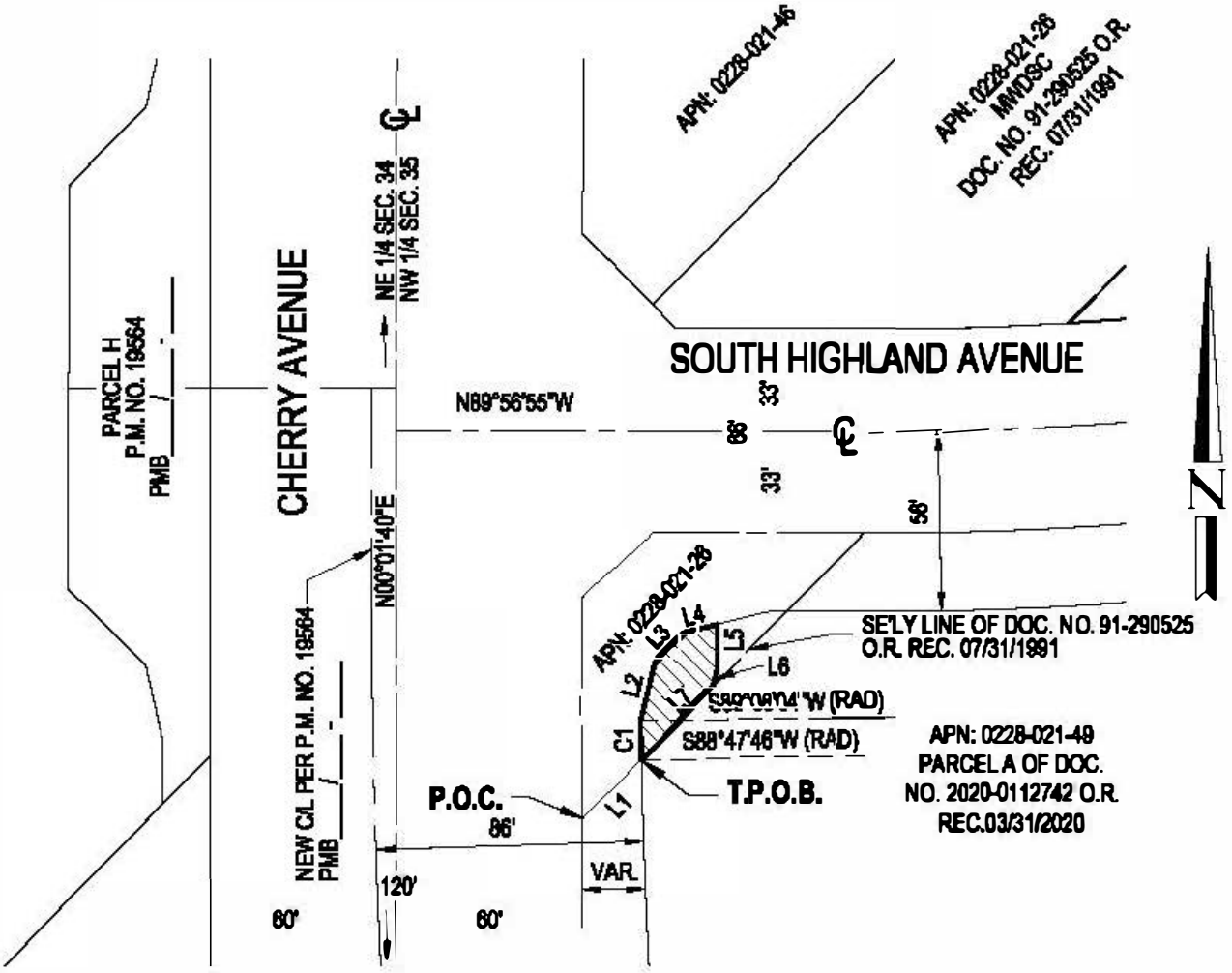
ROBERT WALKER, L.S. 7137

01/08/2026
DATE

Sheet ____ of ____
City Index No. ____

EXHIBIT "B-3"

IN THE NORTHWEST QUARTER OF SECTION 35, T. 1 N., R. 6 W., S.B.M.
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



LEGEND:

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

= TEMPORARY CONSTRUCTION EASEMENT AREA
((583 S.F. OR 0.013 AC.)

60 30 0 60 120

SCALE: 1" = 60'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N44°23'48"E	26.44'
L2	N13°48'02"E	19.04'
L3	N44°50'35"E	14.56'
L4	N75°59'50"E	10.31'
L5	S00°03'05"W	14.19'
L6	S13°48'02"W	6.19'
L7	S44°23'48"W	33.02'

CURVE DATA TABLE

LINE #	DELTA	RADIUS	LENGTH
C1	00°20'18"	2114.00'	12.48'

LICENSED LAND SURVEYOR
ROBERT WALKER
No. 7137
STATE OF CALIFORNIA

Sheet ____ of ____
City Index No. ____

PROJECT: Building a Better Connected Inland Empire Project
APN: 0228-021-49, 0228-021-50, 0228-092-17, and 0228-091-28

AGREEMENT FOR ACQUISITION OF PROPERTY AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR ACQUISITION OF PROPERTY AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into by and between **INTEX PROPERTIES INLAND EMPIRE CORP., a California Corporation** ("**Grantor**", "**Licensor**" or "**Seller**"); and the **CITY OF FONTANA, a Municipal corporation** (**"City", "Licensee"** or "**Buyer**") in furtherance of the Building a Better Connected Inland Empire Project (**"Project"**).

Instruments in the form of an easement deed covering an easement for roadway purposes ("**Easement Deed**") and a license allowing for temporary construction covering the area describing and depicting a temporary construction easement ("**License**"), true copies of which are attached hereto as Exhibit "1" and Exhibit "2" will be executed pursuant to this Agreement and will be delivered to Escrow as set forth below.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. PURCHASE AND SALE; SETTLEMENT OF ALL CLAIMS. For valuable consideration, the sufficiency of which is hereby acknowledged, Seller agrees to convey the Easement for Roadway Purposes and the License collectively the "Property Rights") to City via the Easement Deed and License and settle all related claims, including but not limited to, compensation for the Property Rights and compensation for all damages of every kind and nature suffered, or to be suffered, by reason of the acquisition of the Property Rights for the Project.

It is agreed that the Property Rights are being donated to the City by the undersigned Grantor. Grantor, having initiated this donation, has been informed of the right to compensation for the Property Rights donated and hereby waives any and all such right to compensation.

It is also agreed that the Property Rights are being acquired without the presence of contamination. If the Property Rights being acquired are found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the City may elect to recover its cleanup costs from those who caused or contributed to the contamination.

2. City shall:

A. **PROPERTY RIGHTS ACCEPTANCE**. Accept delivery of the Property Rights conveyed by Grantor and record the same when title can be vested in the City free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes.

It is understood and agreed that the Property Rights donated pursuant to clause 2(A) above includes the actual possession and use of the License allowing for temporary construction covering the area describing and depicting a temporary construction easement identified as County of San Bernardino Assessor's Parcel Number(s) 0228-021-49, 0228-021-50, 0228-092-17, and 0228-091-28 for the period commencing on April 15, 2026 and terminating on April 15, 2030. This License may also be terminated at Licensee's discretion prior to the above date by the Licensee upon written notice to the Licensor.

Permission is hereby granted to the City or its authorized agent to enter upon the Licensor's land, where necessary, within that certain area shown on the Right of Way Map attached hereto as Exhibit 2, for the purpose of the License allowing for temporary construction covering the area describing and depicting a temporary construction easement for purposes of constructing roadway and utility improvements in connection with the Project. At least 48 (forty-eight) hours advance written notice will be given before any entry to Licensor's property.

Pursuant to this Paragraph 2(A), CITY shall indemnify, defend and hold the Seller harmless from and against any damages, liabilities, judgments, claims, expenses, and penalties resulting from CITY's use of this Right of Entry as well as its agents, contractors, and employees.

B. **Notice.** Written notice shall be given to Grantor at:
INTEX Properties Corp.
4001 Via Oro Avenue
Long Beach, CA 90810
Attention: Jeffrey L. Pierson

C. RECORDATION OF INSTRUMENT - Accept the Deed herein referenced by causing to be issued a Certificate of Acceptance and cause the Deed and Certificate of Acceptance to be recorded in the office of the San Bernardino County Recorder at close of escrow.

D. MISCELLANEOUS COSTS - Pay all escrow recording and other fees and charges incurred in this transaction and, if title insurance is desired by CITY, the premium charged therefore.

3. The Seller shall:

A. WARRANTIES, REPRESENTATIONS, AND COVENANTS - Seller hereby makes the following warranties, representations, and/or covenants to CITY, which shall survive the Close of Escrow:

Pending Claims. To the best of Seller's knowledge, there are no actions, suits, claims, legal proceedings, or any other proceedings affecting the Property Rights or any portions thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

Encroachments. To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any improvements located on the Easements encroach on other properties.

Title. Until Close of Escrow, Seller shall not intentionally do anything which would impair Seller's title to the Property Rights.

Condition of Land. To the best of Seller's knowledge, without inquiry, there are no substances, materials or conditions on or under the Property Rights that qualify as a hazardous material or substance or otherwise violate any environmental law.

Ownership. Seller is the owner of and has the full right, power, and authority to sell, convey, and grant the Property Rights to CITY as provided herein and to carry out Seller's obligations hereunder. The party executing this Agreement on behalf of Seller represents and warrants that such person is duly and validly authorized to do so on behalf of Seller.

Governmental Compliance. To the best of Seller's knowledge, Seller has not received any notice from any governmental agency or authority alleging that the area encompassing the Property Rights is currently in violation of any law, ordinance, rule, regulation or requirement applicable to its use and operation.

4. CITY and Seller agree:

A. ESCROW - To open an escrow in accordance with this Agreement at Commonwealth Land Title Insurance Company ("Escrow Agent"). This Agreement constitutes the joint escrow instructions of CITY and Seller, and the Escrow Agent, to whom these instructions are delivered, is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time not to exceed thirty (30) days.

Within five (5) business days after the effective date of this agreement, Seller will deposit the Easement Deed and License, executed and notarized in a recordable form by Seller, with the Escrow Agent, and CITY will, upon receipt of same, deposit the executed Certificate of Acceptance with the Escrow Agent. CITY and Seller agree to deposit with Escrow Agent all additional instruments as may be necessary to complete this transaction.

Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be pro-rated between CITY and Seller, but Seller shall have the sole right after close of escrow, to apply to the County Tax Collector of San Bernardino County for any refund of such taxes which may be due Seller for the period after CITY's acquisition.

i) ESCROW AGENT DIRECTIVES - The Escrow Agent is authorized to, and

shall:

a) Pay and charge CITY for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement.

b) Record the Grant Deed when conditions of this escrow have been fulfilled by CITY and Seller.

c) Following recording of the Grant Deed, respond to any CITY request to provide CITY with a CLTA Standard Coverage Policy of Title Insurance in the amount of **$610,040** issued by Commonwealth Land Title Insurance Company showing that title to the herein real Property Rights are vested in CITY, free and clear of all recorded and unrecorded liens, encumbrances, assessments, other property, leases, taxes, and exceptions to title, except (i) County and CITY taxes not yet due and payable; and (ii) matters created by, through, or under CITY (collectively, the "**Permitted Exceptions**"). CITY shall pay the title policy premium.

ii) CLOSE OF ESCROW - The term "close of escrow," if and where written in this Agreement, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized. The close of escrow and CITY's obligation to consummate the transaction contemplated by this Agreement is subject to and conditioned upon evidence of an irrevocable commitment of Commonwealth Land Title Insurance Company to issue its CLTA Standard Form Policy of Title Insurance showing title to the Easements by Easement Deeds free and clear of all recorded and unrecorded liens, encumbrances, assessments, leases, taxes, and exceptions to title, except the Permitted Exceptions.

B. NO RELOCATION - Seller acknowledges and agrees that neither CITY's acquisition of the Property Rights nor the construction and use of the Project have caused or will cause Seller to be a "displaced person" as that term is used in California's Relocation Assistance Act (Gov. Code §§ 7260 et seq.), California regulations (Title 25 of California's Code of Regulations), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), federal regulations (49 C.F.R. Part 24). This paragraph shall survive the Close of Escrow.

C. SATISFACTION, WAIVER AND RELEASE – Seller, on behalf of itself and its agents, successors and assigns, agrees that payment of the Purchase Price amounts to a full and complete satisfaction of all of the compensation due and owing to Seller for the acquisition of the Property Rights and the loss, damage, replacement and moving of any improvements located within the Property Rights areas. Seller for itself and for its agents, successors and assigns, fully releases, acquits and discharges CITY and its officers, officials, council members, employees, attorneys,

accountants, other professionals, insurers, and agents, and all entities, boards, commissions, and bodies related to any of them (collectively, the "**Released Parties**") from all claims that Seller and its agents, successors and assigns have or may have against the Released Parties arising out of or related to CITY's acquisition of the Property Rights, including, without limitation, (i) compensation for loss of any improvements, including improvements pertaining to the realty, furniture, fixture, and equipment, (ii) compensation for loss of business goodwill, (iii) compensation for loss of income (past or future); (iv) compensation for damage to the remainder (i.e., severance damages) (v) economic or consequential damages, (vi) compensation for professional consultant fees and attorney's fees and costs, (vii) pre-condemnation damages, (viii) any right to repurchase, leaseback from CITY, or receive any financial gain from, the sale of any portion of the Property Rights; (ix) any right to enforce obligation(s) placed upon CITY pursuant to Code of Civil Procedure sections 1245.245 and 1263.615; (x) any rights conferred upon Seller pursuant to Code of Civil Procedure sections 1245.245 and 1263.615 and 1263.025; and (xi) all other costs, and any and all compensable interests, and/or damages, and/or claims, of any kind and nature, claimed or to be claimed, suffered or to be suffered, by Seller, its agents, successors and assigns by reason of CITY's acquisition of the Property Rights, provided that nothing herein shall release claims of Seller for any liability resulting from CITY's breach of any agreement, obligation, warranty, or covenant for which it is responsible under this Agreement. This waiver does not apply to any claims for damage or injury to any person or property arising from the construction of the Project due to the negligence or willful misconduct of CITY's agents or contractors constructing the Project. This paragraph shall survive the Close of Escrow.

Seller, on behalf of itself and its agents, successors and assigns, expressly waives all rights under Section 1542 of the Civil Code of the State of California, which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Seller's Initials: _____

D. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

E. SUBORDINATION OF DEED OF TRUST - Seller acknowledges that the Property is encumbered by one or more Deeds of Trust recorded against the Property as security for Seller's promise to pay money loaned to Seller (the "Deed of Trust"). Seller understands that CITY seeks to subordinate the Deed of Trust to the Easements to preserve the permanence of said Easements. Seller agrees and consents to subordination of the Deed of Trust and will cooperate with CITY in all reasonable respects in seeking subordinations and partial reconveyances,

including but not limited to signing documents related to said subordinations/partial reconveyances, which agreement and consent will survive the close of escrow.

F. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

G. EFFECTIVE DATE – The effective date of this Agreement shall be the date this Agreement is signed by the last party to sign the Agreement.

H. SUCCESSORS AND ASSIGNS – This Agreement shall be binding upon and shall inure to the benefit of Seller and CITY and their respective successors and assigns.

I. COUNTERPARTS AND FACSIMILE SIGNATURES – This Agreement may be executed in counterparts and each fully-executed copy of the Agreement shall have the same binding force and effect as an original. Facsimile signatures shall have the same force and effect as original signatures.

J. TIME OF THE ESSENCE – Time is of the essence of each provision of this Agreement.

K. SURVIVAL – Any warranties, representations, promises, covenants, agreements, and indemnifications that this Agreement does not require to be fully performed prior to Close of Escrow shall survive Close of Escrow and shall be fully enforceable after Close of Escrow in accordance with their terms.

L. RESTORATION OF PROPERTY - Buyer agrees that it will, at Buyer's sole cost and expense, restore the Property Rights area to a condition as near as practicable to the condition that existed immediately prior to Buyer's possession or use of the Property for the Project, unless otherwise agreed by the parties.

M. HAZARDOUS SUBSTANCES. To the best of Seller's knowledge, and/or except as revealed by Seller to Buyer herein, Seller has no actual knowledge that there are hazardous substances (as defined below) in existence on or below the surface of the Property, including without limitation, contamination of the soil, subsoil or groundwater, which constitutes a violation of any law, rule, or regulation of any governmental entity having jurisdiction thereof, or which exposes Buyer to liability to third parties. Seller has not used the Property, or any portion thereof, for the production, disposal, or storage (whether by means of underground storage tanks or otherwise) of any hazardous substances, and Seller has no actual knowledge that there has been such prior use of the Property, or any portion thereof; or that there has been any proceeding or inquiry by any governmental authority with respect to the presence of such hazardous substances on the Property or any portion thereof. Without limiting the other provisions of this Agreement, Seller shall cooperate with Buyer's investigation of matters relating to the foregoing provisions of this paragraph, and provide access to and copies of, any data and/or documents dealing with potentially hazardous substances used at the Property and any

disposal practices followed. Seller agrees that Buyer may, with Seller's prior approval, make inquiries of governmental agencies regarding such matters, without liability to Seller for the outcome of such discussions. For purposes of this Agreement, the term "hazardous substances" means: (i) any substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environment Response, Compensation and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Hazardous Material Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the California Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage or Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above-cited California state statue are hereinafter collectively referred to as "the State Toxic Substances Laws") or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous or toxic substance hereafter in effect; (ii) any substance, product, waste, or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (iii) petroleum or crude oil other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (iv) asbestos.

N. POLLUTANTS. No pollutants or waste materials from the Property have ever been discharged by Seller into any body of water, and Seller has no actual knowledge of any such pollution emission by any other person or entity.

O. WASTE DISPOSAL. No portion of the Property has ever been used by Seller as a waste storage or disposal site, and Seller is not aware of any such prior uses.

P. NONDISCRIMINATION - The parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT – Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

No Obligation Other Than Those Set Forth Herein Will Be Recognized or Enforceable.

Intex Properties Inland Empire Corp.,
a California Corporation

By: _____
Jeffrey L. Pierson
Vice President

Date: _____

By: _____
Douglas M. Ford
Vice President

Date: _____

Date: _____

CITY OF FONTANA
a Municipal Corporation

By: _____
Matt Ballantyne
City Manager

EXHIBIT 1
FOR EXHIBIT ONLY – DO NOT SIGN

Recorded at the request of City of Fontana When Recorded Mail to: City of Fontana 8353 Sierra Avenue Fontana, CA 92335 Department of Engineering	

This document is recorded for the benefit of the City of Fontana and is therefore exempt from the payment of the recording fee pursuant to Government code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

Space above this line for Recorder's Use

GRANT OF NONEXCLUSIVE PERMANENT ROADWAY EASEMENT

Assessor's Parcel Number(s): 0228-021-49, 0228-021-50, 0228-092-17, and 0228-091-28

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, INTEX Properties Inland Empire Corp., a California Corporation ("GRANTOR"), hereby grants to the City of Fontana, ("GRANTEE"), its successors and assigns, a nonexclusive permanent roadway easement upon, in, on, over, through, across and along that certain real property in the City of Fontana, County of San Bernardino, State of California described as follows:

FOR LEGAL DESCRIPTION AND PLAT MAP, SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

It is further understood and agreed that no other easement or easements shall be granted upon, in, on, over through, under, across or along said strip of land by the GRANTOR or any person, firm, or corporation without previous written consent of said GRANTEE.

GRANTOR and their successor and assigns, shall not increase or decrease, or permit to be increased or decreased the now-existing ground elevations of said easement and right-of-way without the previous written consent of GRANTEE.

GRANTOR, and their successors and assigns, further agree that no building, fences, walls or other permanent structures of any kind, and no deep rooted tree, deep rooted shrubs or other plants or vegetation shall be installed, constructed, erected, placed, planted or maintained in the

easement area, and that no changes in the alignment or grading of the easement area will be made without prior written consent of the GRANTEE.

GRANTEE shall also have the right to mark the location of the easement in a manner, which will not interfere with the GRANTOR'S reasonable and lawful use of said easement.

This instrument shall be binding upon and inure to the benefit of the successors and assigns of GRANTOR.

Dated this _____ day of _____, 20_____.

INTEXT PROPERTIES INLAND EMPIRE CORP.,
a California Corporation

By: _____
Jeffrey L. Pierson
Vice President

By: _____
Douglas M. Ford
Vice President

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____before me,_____,
(Name of Notary)

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.

_____
(Notary Signature)

EXHIBIT 2
FOR EXHIBIT ONLY – DO NOT SIGN

LICENSE AGREEMENT

Assessor's Parcel Number(s): 0228-012-05, 0228-012-06, 0228-021-50, 0228-092-03, 0228-092-17, and 0228-092-20

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, INTEX Properties Inland Empire Corp., a California Corporation ("LICENSOR"), hereby grant(s) to the CITY OF FONTANA, a Municipal corporation, ("LICENSEE"), its successors and assigns, an irrevocable license in furtherance of the Building a Better Connected Inland Empire Project (**"Project"**)by the LICENSEE in, on, over, through, under, across and along that certain real property in the City of Fontana, County of San Bernardino, State of California described as follows:

SEE EXHIBITS "A-1, A-2, A-3, A-4, A-5, A-6, and A-7" ATTACHED
HERETO AND MADE A PART HEREOF
(hereinafter, the "Licensed Area").

Reasonable access to LICENSOR's property across the Licensed Area shall be maintained by LICENSEE at all times during the term of this License.

The term of the License shall be for a period not to exceed forty-eight (48) months, commencing upon LICENSOR's receipt of written notice from the LICENSEE, with a copy sent to the appropriate escrow agent at Commonwealth Land Title Insurance Company.

At the expiration of the License term, LICENSEE shall at its sole cost and expense restore such property to a condition as near as practicable to the condition that existed immediately prior to LICENSEE'S operations. LICENSEE will exercise its best efforts to restore vegetation in like kind; however, exact restoration of vegetation to its pre-existing condition as to size and species, shall not be required.

The promises, obligations, and rights conveyed to LICENSEE herein may not be unilaterally revoked by LICENSOR. Moreover, the promises, obligations, and rights conveyed herein are binding upon and inure to the benefit of and upon LICENSOR and LICENSEE, their respective heirs, executors, administrators, successors, assigns and devisees, and are covenants running with the land pursuant to applicable law, including but not limited to Section 1468 of the Civil Code of the State of California.

///

///

Upon request by LICENSEE, LICENSOR agrees to execute and LICENSEE shall record a memorandum of this Agreement. Following expiration of the License term, LICENSEE shall record a quitclaim extinguishing all of its rights to this License.

DATED: _____, 2026 CITY OF FONTANA, a Municipal Corporation

By: _____
Matt Ballantyne
City Manager

DATED: _____, 2026 INTEX Properties Inland Empire Corp., a California Corporation

By: _____
Jeffrey L. Pierson
Vice President

By: _____
Douglas M. Ford
Vice President

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____before me,_____,
(Name of Notary)

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.

_____
(Notary Signature)

CERTIFICATE OF ACCEPTANCE
NONEXCLUSIVE PERMANENT ROADWAY EASEMENT

This is to certify that the interest in the real property conveyed by the Grant of Permanent Easement (Assessor Parcel Nos. 0228-021-49, 0228-021-50, 0228-092-17, and 0228-091-28) dated _____from **INTEX Properties Inland Empire Corp., a California Corporation, ("GRANTOR")** to the **CITY OF FONTANA, A MUNICIPAL CORPORATION ("GRANTEE")**, is hereby accepted by the undersigned on behalf of the undersigned officer pursuant to authority conferred by Resolution 91-152 of the City Council adopted July 16, 1991; and the GRANTEE consents to recordation thereof by its duly authorized officer.

_____ _____

Date **Gia Kim**
Public Works Director/Engineer

File #: 26-0891
Agenda #: I.

Agenda Date: 4/14/2026
Category: Consent Calendar

FROM:
Public Works

SUBJECT:
Purchase of Artificial Turf Replacement Materials for Fields #5 and #6 at Ralph M. Lewis Park.

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

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

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

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

The attached CMAS Pricing Proposal from FieldTurf USA, Inc. includes the supply of all materials required to replace the existing artificial turf on Fields #5 and #6. The total cost is $415,542.01 for Field #5 and $399,747.67 for Field #6. The proposal also includes a 10-year, third-party, pre-paid insured warranty upon completion of installation.

The proposal from FieldTurf also includes pricing for the optional replacement of Nailer Boards, which secure the edges of the new turf during installation (Proposal Alternate A1). The existing Nailer Boards will remain in place and be reused unless their condition at the time of turf removal warrants replacement. To account for this possibility, funding in the amount of $41,664.00 is being requested to cover the potential replacement of up to 2,400 linear feet of Nailer Boards, if necessary.

Installation of the materials requires a competitive process. Therefore, staff will bring forward a separate contract for approval of the labor and installation of these fields, which will include the removal and disposal of the existing turf. These field replacements are scheduled to begin in July of 2026 and be completed in August of 2026.

FISCAL IMPACT:

The total fiscal impact for this purchase is $856,953.68. Funding is included in the Fiscal Year 2026-2027 operating budget in Org# 60437200-8130.

MOTION:
Approve Staff Recommendation

RALPH M. LEWIS PARK FIELDS 5 AND 6 MATERIALS ONLY

March 9, 2026

FieldTurf USA Inc. is pleased to present the following proposal. FieldTurf pricing is based on the current **FieldTurf CMAS Contract (4-06-78-0031A). FieldTurf California License 849044.**

Click the follow CMAS hyperlink for CMAS due diligence documentation: CMAS Contract: 4-06-78-0031A

	Ralph Lewis Park - Field 5				
	Synthetic Turf - Materials Only				
	FieldTurf Vertex Core 2.5" with CoolPlay (Materials taxable)	77,158	SF	$2.9178	$225,132.34
	FieldTurf Vertex Core 2.5" with CoolPlay (Materials Nontaxable)	77,158	SF	$1.9622	$151,400.78
	Inlaid Soccer Markings	1	EA	$9,974.81	DONATED
	Inlaid Football Numbers & Arrows	1	EA	$20,629.72	DONATED
	Inlaid Football Hashmarks	1	EA	$9,500.00	DONATED
	Inlaid Football Media Lines	1	EA	$10,450.01	DONATED
	Inlaid Center Logo (Approx. 46'-8" x 41'-6" (2 Colors)	1	EA	$14,140.00	$14,140.00
	Taxes	1	LS	$20,245.06	$20,245.06
	A 10-year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface	1	EA	Included	Included
	Subtotal Synthetic Turf				**$410,918.18**
					-
	Payment and Performance Bonds	1	LS	$4,622.83	$4,623.83
	Total - Ralph Lewis Park - Field 5 - Materials only	1	LS		**$415,542.01**

	Ralph Lewis Park - Field 6				
	Synthetic Turf - Materials Only				
	FieldTurf Vertex Core 2.5" with CoolPlay (Materials taxable)	75,421	SF	$2.9163	$219,950.44
	FieldTurf Vertex Core 2.5" with CoolPlay (Materials Nontaxable)	75,421	SF	$1.8822	$141,955.46
	Inlaid Soccer Markings	1	EA	$9,974.81	DONATED
	Inlaid Football Numbers & Arrows	1	EA	$20,629.72	DONATED
	Inlaid Football Hashmarks	1	EA	$9,500.00	DONATED
	Inlaid Football Media Lines	1	EA	$10,450.01	DONATED
	Inlaid Center Logo (Approx. 46'-8" x 41'-6" (2 Colors)	1	EA	$14,140.00	$14,140.00
	Taxes	1	LS	$19,254.64	$19,254.64
	A 10-year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface	1	EA	Included	Included
	Subtotal Synthetic Turf				**$395,300.54**

					-
	Performance & Payment Bonds	1	LS	$4,447.13	**$4,447.13**
	Total - Ralph Lewis Park - Field 6 - Materials only	1	LS		$399,747.67

	Voluntary Alternates for all Fields				
A1	Nailer Board replacement (if required)	1	LF	$17.17	$17.17
	Performance & Payment Bonds	1	LS	$0.19	$0.19
	Total Alternate #1				**$17.36/LF**

PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf Vertex CORE 2.5" (FTVTC-1-CP) with CoolPlay system, with the following product characteristics:

- **Pile Height:** 2.5 Inches
- **Infill Weight:** 6.2lbs sand, 2.4lbs cryo & 0.6 CoolPlay per sq.ft.
- **Pile Weight:** 47 oz/yd2
- **Total System Weight:** 1393 oz/yd2

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE INCLUDES: MATERIALS ONLY

a) Supply of synthetic turf (Vertex CORE 2.5")
b) A 10-year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface.
c) Inlaid Football Marking (2 sets, 1 per field).
d) Inlaid Soccer Markings (2 sets, 1 per field).
e) Inlaid Center Logo (Approx. 46'-8" x 41'-6" (2 Colors) 1 per field.
f) Prevailing Wages.
g) Payment & Performance Bonds.
h) Taxes.

NOTE: Materials must be installed by an exclusive certified FieldTurf installer.

PRICE DOES NOT INCLUDE:

a) Removal and disposal of the existing synthetic turf.
b) Regrade of the existing stone base.
c) Installation of the synthetic turf field.
d) Installation of inlaid field graphics.
e) Installation of inlaid sport markings.
f) Installation of the versatile drainage tile and liner.
g) The base upon which the FieldTurf artificial turf surface will be placed. FieldTurf shall not be responsible for the stability, the porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.
h) FieldTurf is not altering or improving the existing drainage system under the existing artificial turf limits. No removal, milling, ponding, flooding or repairs within the existing base and drainage system are included and shall remain the responsibility of the owner.
i) The supply, replacement, installation and/or modification of the existing field edging, perimeter nailer board or existing inner concrete curbing within the artificial turf limits.
j) The supply and import of additional finish aggregate.
k) Any costs associated with necessary charges relating to the delineation of the field.
l) Unless otherwise specified, the price does not include any G-max testing.
m) The supply of or adjustment to existing manholes, clean-outs or grates and supply of the manhole covers.
n) The supply of or adjustments to existing manholes, clean-outs or grates, and supply of the manhole covers.
o) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders and will become an extra charge over and above the offered price.
p) Site security.
q) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.
r) Site restoration, sodding, landscaping or grow-in.
s) Permit fees, Inspection fees.
t) A vehicle to tow FieldTurf maintenance equipment.
u) FieldCare Maintenance Program.
v) Maintenance equipment.
w) Newly imposed Tariffs.
x) Anything not explicitly noted in the inclusions.

The pricing set forth in this proposal is based on applicable tariffs, duties, and taxes in effect as of the proposal date. Any new or increased tariffs, duties, taxes, or similar charges imposed by the United States Government, whether at the federal or state level, on products included in this proposal after the proposal date shall be the sole responsibility of the Customer and will result in an adjustment to the

proposed price accordingly. FieldTurf USA, Inc. reserves the right to modify pricing to reflect such additional costs, and the Customer agrees to bear any such increases.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the effects of global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal, materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding.

Please feel free to reach out to any member of our project team with questions about our offer:

Dino Di Maulo
Project Manager
(514) 375-2577
Dino.DiMaulo@FieldTurf.com

Cal Watson
Regional Sales Manager
(858) 353-2366
Calwfieldturf@yahoo.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

Per: _____
Marie-Christine Raymond, Vice President of Customer Operations
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.

CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.

b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.

c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.

d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure

e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.

f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.

g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.

h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.

i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.

j) All colors are to be chosen from FieldTurf's standard colors.

Project Site

File #: 26-0901
Agenda #: J.

Agenda Date: 4/14/2026
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve Anchor Easement with Southern California Edison Company on City Property Adjacent to Armstrong Road

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

COUNCIL GOALS:

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

DISCUSSION:
On March 26, 2019, the City Council approved Ordinance Nos. 1800, 1801, and 1802 approving Specific Plan Amendment No. 11-003, along with certification of the Final Environmental Impact Report (FEIR) (State Clearing House No. 2012071058) for the West Valley Logistic Specific Plan Project and included approvals for General Plan Amendment No. 11-026 and Zone Change No. 11-016 to redesignate the land use designation of the site to Light Industrial, Development Agreement No. 11-002, and Tentative Parcel Map No. 19156 (TPM No. 13-005) to subdivide the site into nine (9) parcels for the development of the Specific Plan that anticipated the development of seven (7) industrial commerce center buildings.

On August 16, 2022, the Planning Commission approved Master Case No. 21-072, Revision to Tentative Parcel Map No. 19156 (TPM No. 13-005 R1) and Design Review No. 21-027 and adopted Resolution No. PC 2022-034. To adhere to the conditions of approval, the developer has dedicated public right-of-way to the City for the widening of Locust Avenue and Armstrong Road to the width required by the General Plan and will relocate the electrical facilities to be outside the roadway at no cost to the City.

On January 13, 2026, the City Council approved a Joint Use Agreement with Southern California Edison Company (SCE) to maintain their existing prior rights for relocated electrical facilities in their new locations on Locust Avenue and Armstrong Road. These facilities include overhead transmission lines that carry more than 36 kV power and therefore are not required to be placed underground. Two (2) of the relocated power poles on Armstrong Road required additional anchoring due to the change

in direction of the overhead power lines. To effectively support the two power poles, the guy anchors are required to be placed outside of the right-of-way of Armstrong Road and on City-owned property to the west. SCE is therefore requesting an easement for each guy wire location to be able to install and maintain the anchors on City Property.

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

MOTION:
Approve staff recommendation.

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO

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

ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ANCHOR EASEMENT

Location: City of Fontana
A.P.N.: 0194-401-10
T&LM File No.: ACQ204468736
SCE Doc No.: 534068

DOCUMENTARY TRANSFER TAX $_____ _____COMPUTED ON FULL VALUE OF PROPERTY CONVEYED _____OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE _____SO. CALIF. EDISON CO. SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	Serial No. 73784A Service Order No. 802515962 **Approved Real Properties** **BY SF DATE 09/11/2025**

The CITY OF FONTANA, a California municipal corporation, do (does) hereby grant to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, (hereinafter referred to as "Grantee"), an easement to construct, use, maintain, alter, add to, repair, replace, inspect, relocate and/or remove at any time and from time to time, stub poles, guy wires, anchors and other appurtenant fixtures and/or equipment needed for anchorage purposes (hereinafter referred to as "Grantee's Facilities"), in, on, over and across two (2.0) strips of land (the "Easement Areas") lying within that certain real property of the Grantor, situated in the County of San Bernardino, State of California, described as follows:

THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS "OPEN SPACE AREA 1," AS IN THAT CERTAIN GRANT DEED, RECORDED AUGUST 15, 2022, AS INSTRUMENT NO. 2022-0279980, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Said Easement Areas are more particularly described on the Exhibit "A" and more particularly shown on the Exhibit "B," both attached hereto and by this reference made a part hereof.

The Grantee shall have free access to said facilities, and every part thereof, at all times, for the purpose of exercising the rights herein granted.

Grantor shall not grant any other easement or easements on, over or under the Easement Area nor permit facilities to be installed in the Easement Area without Grantee's prior written consent in each instance.

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

Anchor Easement
The City of Fontana, to
S.C.E., a corp.
Serial No. 73784A
T&LM File No. ACQ204468736

EXECUTED this _____ day of _____ , 20_____.

CITY OF FONTANA,
a California municipal corporation

By _____

Name _____

Its _____

By _____

Name _____

Its _____

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

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

Anchor Easement
The City of Fontana, to
S.C.E., a corp.
Serial No. 73784A
T&LM File No. ACQ204468736

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

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"

LEGAL DESCRIPTION
SERIAL NO. 73784A
A.P.N. 0194-401-10

5' ANCHOR EASEMENT (STRIP NO. 1)

THAT PORTION OF OPEN SPACE AREA 1 AS DESCRIBED IN GRANT DEED, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, RECORDED AUGUST 15, 2022 AS DOCUMENT NO. 2022-0279980 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ALSO BEING SITUATED WITHIN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEING A STRIP OF LAND, 5.00 FEET IN WIDTH, LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID OPEN SPACE AREA 1;

THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID OPEN SPACE AREA 1, NORTH 31°15'56" EAST 8.48 FEET TO THE **POINT OF BEGINNING**, SAID POINT HEREINAFTER REFERRED TO AS **POINT "A"**;

THENCE LEAVING SAID SOUTHEASTERLY LINE, SOUTH 75°37'11" WEST 17.00 FEET TO THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE NORTHEASTERLY AT SAID SOUTHEASTERLY LINE.

CONTAINING: 85 SQUARE FEET OR 0.002 ACRES, MORE OR LESS.

OWNER:
CITY OF FONTANA

Last Update: 02/23/26
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Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

SERIAL NO. 73784A

4' ANCHOR EASEMENT (STRIP NO. 2)

THAT PORTION OF OPEN SPACE AREA 1 AS DESCRIBED IN GRANT DEED, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, RECORDED AUGUST 15, 2022 AS DOCUMENT NO. 2022-0279980 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ALSO BEING SITUATED WITHIN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEING A STRIP OF LAND, 4.00 FEET IN WIDTH, LYING 2.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT AFOREMENTIONED **POINT "A"**;

THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID OPEN SPACE AREA 1, NORTH 31°15'56" EAST 10.00 FEET TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHEASTERLY LINE, NORTH 86°09'47" WEST 20.00 FEET TO THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE EASTERLY AT SAID SOUTHEASTERLY LINE.

CONTAINING: 80 SQUARE FEET OR 0.002 ACRES, MORE OR LESS.

ALL AS SHOWN ON **EXHIBIT "B"** ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO ANY AND ALL EXISTING MATTERS OF RECORD.

OWNER:
CITY OF FONTANA

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

Naveen Gali 02/23/26

NAVEEN K. GALI — DATE
P.L.S. NO. 9123
REG. EXP. SEPT. 30, 2026

PROFESSIONAL LAND SURVEYOR
NAVEEN K. GALI
NO. 9123
STATE OF CALIFORNIA

Last Update: 02/23/26
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Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
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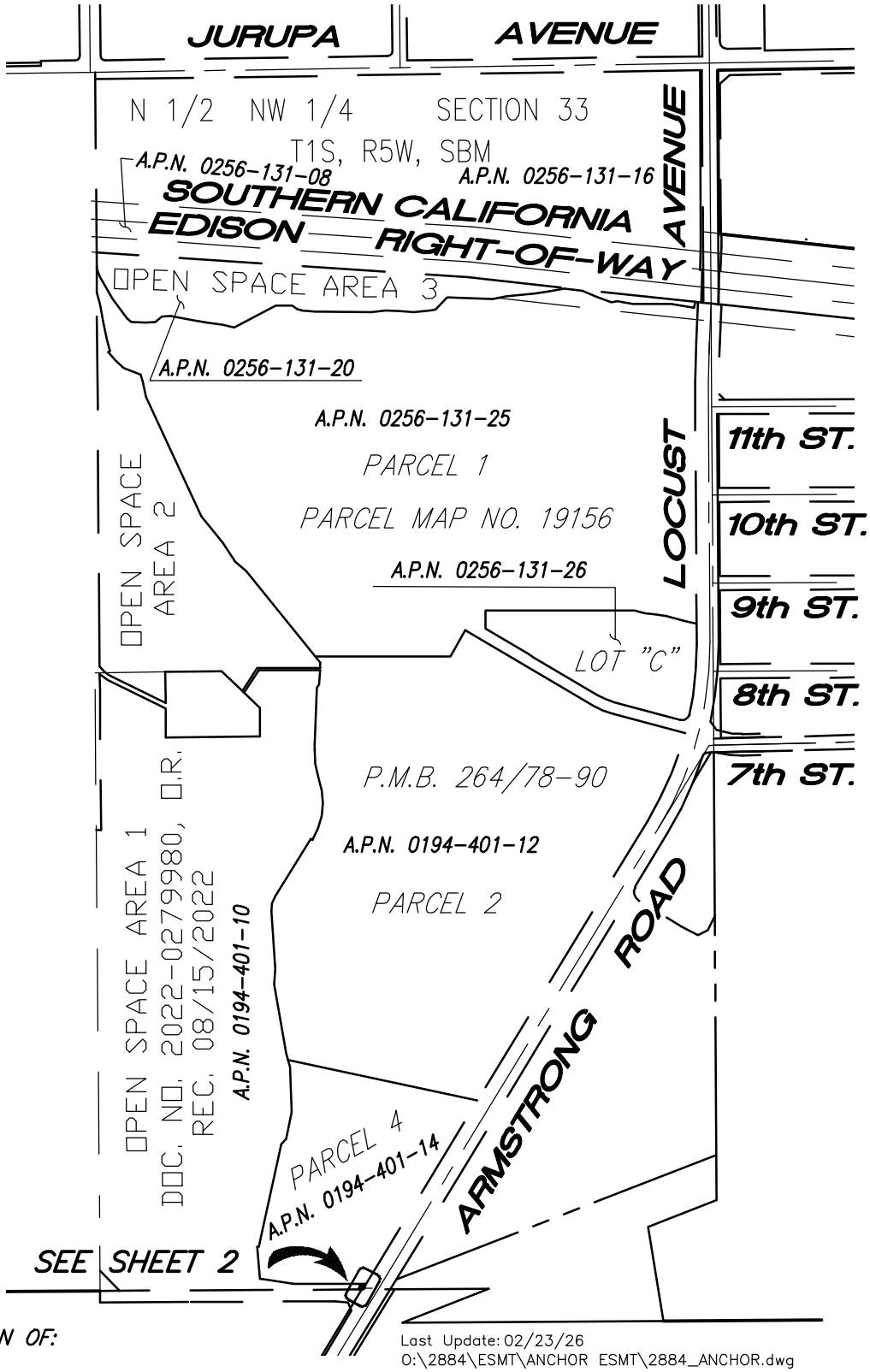
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

SCALE: 1" = 700'

SHEET 3 OF 4

EXHIBIT "B"

ANCHOR EASEMENT
PLAT
SERIAL NO. 73784A



OWNER:
CITY OF FONTANA

PROFESSIONAL LAND SURVEYOR
NAVEEN K. GALI
NO. 9123
STATE OF CALIFORNIA

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

Last Update: 02/23/26
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Naveen Gali 02/23/26

NAVEEN K. GALI — DATE
P.L.S. NO. 9123
REG. EXP. SEPT. 30, 2026

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

SCALE: 1" = 60'

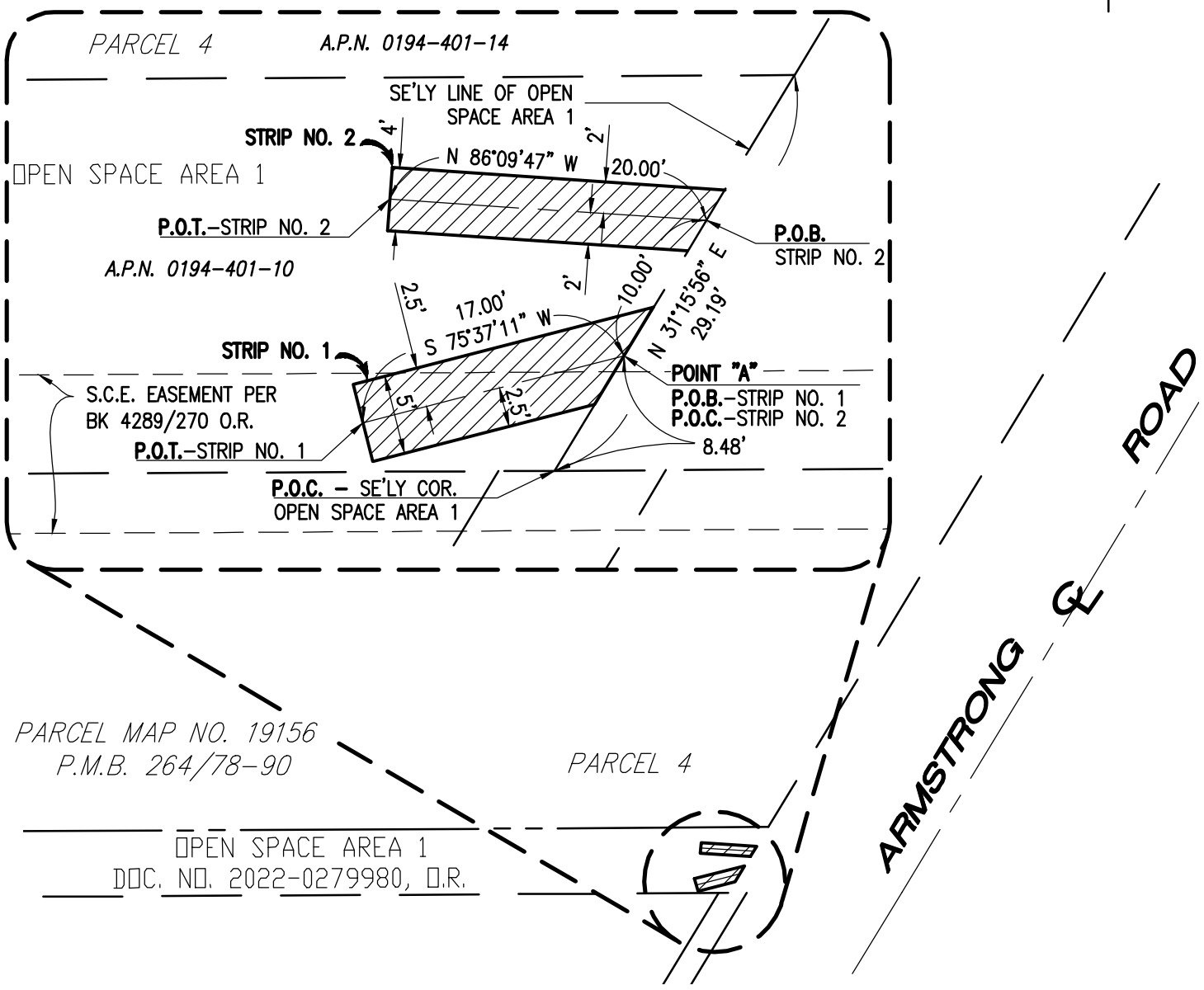
EXHIBIT "B"

ANCHOR EASEMENT
PLAT
SERIAL NO. 73784A

SHEET 4 OF 4

DETAIL

SCALE: 1"=10'



OWNER:
CITY OF FONTANA

P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
P.O.T. - POINT OF TERMINUS

LEGEND:

INDICATES EASEMENT AREA FOR ANCHOR PURPOSES

STRIP NO. 1 CONTAINS: 85 SQ. FT.
0.002 AC. ±
STRIP NO. 2 CONTAINS: 80 SQ. FT.
0.002 AC. ±

Last Update: 02/23/26
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14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

File #: 26-0902
Agenda #: K.

Agenda Date: 4/14/2026
Category: Consent Calendar

FROM:
Police Department

SUBJECT:
Approve City of San Bernardino Animal Shelter Services Agreement Amendment No. 1

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

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

COUNCIL GOALS:
- Improve public safety by increasing operational efficiency, visibility and availability.
- Operate in a businesslike manner by correcting problems immediately.
- Concentrate on Inter-governmental relations by working cooperatively with neighboring jurisdictions.

DISCUSSION:
The original animal service contract between City of Fontana and the City of San Bernardino was approved April 30, 2024 for a three year contract July 2024 - June 2027. The contract included cost for the animal shelter site improvement and animal shelter services provided for intake of animals.

City of San Bernardino has evaluated the last two years of operation and have proposed Amendment No. 1 to update cost allocation structure based on data collected. Under the new proposal, City of Fontana's original 24% shared cost will decrease to 12.8%. The restructuring of cost would include direct operational costs, shared operational costs, indirect administrative cost, and a 3% Consumer Price Index (CPI) adjusted to the final year-end reconciliation (true-up) billing. The proposed amendment is attached with details. Staff recommends approving this amendment to utilize the City of San Bernardino for animal sheltering services for the remainder contract year July 1, 2026 - June 30, 2027.

FISCAL IMPACT:
The original contract anticipated an annual fiscal impact of approximately $647,916 on animal shelter services. However, actual cost in the first year totaled $764,954.62. The City is currently in the second year of the contract, with projected costs expected to exceed $780,000.

Amendment No. 1 proposes a reduced cost-sharing percentage for the City of Fontana for year three

but also introduces additional administrative charges that were not included in the original agreement. As a result of the changes, year three contract per Amendment No. 1 is estimated at $705,865.08, representing an increase of over $57,000 compared to the original contract estimate but less than actual cost incurred in first year. This amount remains subject to change based on actual animal shelter service usage throughout the year.

Funding for the animal sheltering services is included in the approved departmental budget fiscal year 2026/2027. However, should service demands exceed budgeted amounts, additional funding may be requested through the appropriate budget adjustment process.

MOTION:
Approve staff recommendation.

AMENDMENT NO. 1 TO
ANIMAL SHELTER SERVICES AGREEMENT
WITH THE CITY OF

This Amendment No. **1** to the Animal Shelter Services Agreement for is made and entered into as of July 1st, 2026 ("Effective Date") by and between the City of San Bernardino, a charter city and municipal corporation ("City") and the City of Loma Linda, a municipal corporation ("Shelter Partner"). City and Shelter Partner are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the City and the Shelter Partner have entered into an agreement, dated June 1, 2024, for the purpose of providing **animal shelter services** (the "Original Agreement");

B. WHEREAS, the City, the Shelter Partner and the cities of Fontana, Grand Terrance, Loma Linda, Colton and Rialto (individually, "Participant", collectively, the "Participants"), have entered into an agreement, dated July 1, 2024, for the purpose of memorializing conditions of the animal shelter services, constructing a new shelter, and establishing cost-sharing allocations (the "Participation Agreement");

C. WHEREAS, the City retained the right to renegotiate the terms and amend expense amounts and billing costs of the Participation Agreement and the Original Agreement as needed to reflect relevant factors;

D. WHEREAS, given changes in levels of use, increased costs, and inability to adequately account for costs incurred, the City chooses to exercise that right, and the Shelter Partner consents to the proposed changes;

E. WHEREAS, the Parties now desire to amend the Original Agreement in order to revise the monthly billing amounts and ensure accurate cost-sharing amounts.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the this Amendment No. **1** and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Operational Expenses. Section I. E.1 "Allocation of Operational Expenses" shall be removed in its entirety and replaced with the following:

> "The operational cost for Services owing pursuant to this Agreement, calculated with respect to Shelter Partner, each remaining Participant, and the City, shall include their portion of the following costs, calculated and

assessed on a quarterly basis: (1) all annual costs of operation of the Shelters, including salaries and benefits for all shelter staff, including administrative staff, that contribute to the operation of the Shelters, and (2) other indirect costs related to the operation of the shelters, including but not limited to building maintenance, budgeting, recruitment, and security expenses .

An estimated amount for staff salaries, staff benefits, and indirect costs are depicted in **Exhibit D** attached hereto and incorporated herein by reference. These estimates are subject to reasonable modification to reflect factors including, but not limited to, a necessary increase in shelter staff and the number of cities that elect to procure Services from the City and such cities' usage needs. Shelter Partner acknowledges that the division of all operational costs among the Participants allows for costs efficiencies and operational savings to each Participant and that each Participant has entered into their respective Services Agreements in reliance on such shared costs and resulting savings. Each Participant, to provide assurance of such continued cost efficiencies to each remaining Party, hereby expresses its commitment to procure Services from the City for a period of three (3) years with an opportunity to extend the agreement for an additional two (2) one (1) year periods and acknowledges the financial burden that any breach of this commitment would have on all other Parties. To that end this Services Agreement shall each provide for a three (3) year term of service in accordance with Section II of this Agreement."

3. Compensation for Services. Section III shall be removed in its entirety and replaced with the following:

"Shelter Partner shall reimburse City for the services performed and the expenses incurred in accordance with Exhibit E, "Updated Compensation for Animal Care Shelter Services", attached hereto and incorporated herein by reference. City shall invoice Shelter Partner on a quarterly basis for such Services, based upon Shelter Partner's use percentage from the prior fiscal year. Upon closing of the each fiscal year, the City shall recalculate Shelter Partner's actual use percentage, and impose an additional three (3) percent annual fee onto the Shelter Partner, based upon those actual use amounts. City shall invoice Shelter Partner additional costs based upon the difference between their prior and actual use percentages. If Shelter Partner's actual use percentage is lower than the prior fiscal year percentage used, the City shall calculate the difference over-billed and notify Shelter Partner of the amount (said amount shall be credited to Shelter Partner's future payments.) Payment shall be due and payable by Shelter Partner within 30 days following its receipt of the City's invoice. Shelter Partner acknowledges that payments for Services does not reduce or offset amounts owing towards the Improvements."

4. Amendment to Exhibit D. Exhibit D shall be removed in its entirety and replaced with the attachment, “Exhibit D: Updated Estimated Salaries of Shelter Staff.”

5. Amendment to Exhibit E. Exhibit E shall be removed in its entirety and replaced with the attachment, “Exhibit E: Updated Compensation for Animal Care Shelter Services.”

6. Full Force. Except as amended by this Amendment No. **1,** all provisions of the Original Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. **1**.

7. Electronic Transmission. A manually signed copy of this Amendment No. **1** which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. **1** for all purposes. This Amendment No. **1** may be signed using an electronic signature.

8. Counterparts. This Amendment No. **1** may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR
AMENDMENT NO. 1 TO THE ANIMAL SHELTER SERVICES AGREEMENT
WITH THE CITY OF

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. **1** on the Effective Date first herein above written.

CITY OF SAN BERNARDINO,
a charter city and municipal corporation

By:_____
Eric Levitt
City Manager

ATTEST:

By:_____
Telicia Lopez
City Clerk

APPROVED AS TO FORM:

By:_____
Thomas Rice
City Attorney

CITY OF ,
a municipal corporation

By:_____

City Manager

ATTEST:

By:_____

City Clerk

APPROVED AS TO FORM:

By:_____
City Attorney

EXHIBIT D
UPDATED ESTIMATED ADDITIONAL COSTS

Total Impounds for FY 2024-2025 and Revised Percentages for 2026-2027						
	Q1	Q2	Q3	Q4	Total Impounds	Revised %
San Bernardino	2919	2075	2014	2392	9400	70%
Fontana	511	372	379	452	1714	12.8%
Rialto	463	328	297	316	1404	10.4%
Colton	202	159	145	212	718	5.4%
Loma Linda	34	27	22	37	120	1%
Grand Terrace	12	11	21	13	57	0.5%
Total	4141	2972	2878	3422	13413	100%

Regional Partner	Percentage	Yearly CIP Portion of Costs	Operating Budget	Additional Billing for Staffing	Additional Indirect Costs	3% CPI	Potential Additional
Fontana	12.8%	$291,284.00	$1,273,456.00	$577,304.43	$70,910.53	$57,650.12	$705,865.08
Rialto	10.4%	$169,916.00	$742,849.00	$470,674.90	$57,813.18	$38,140.11	$566,628.19
Colton	5.4%	$84,960.00	$371,425.00	$241,825.37	$29,703.50	$19,288.61	$290,817.49
Loma Linda	1%	$9,104.00	$26,592.00	$40,285.01	$4,948.22	$2,154.76	$47,387.99
Grand Terrace	0.5%	$18,208.00	$53,181.00	$19,938.29	$2,449.03	$2,276.04	$24,663.36
Total Billing	30%	573,472.00	$2,467,503.00	$1,350,028.00	$165,824.46	$119,509.64	$1,635,362.11

Each Participant's percentage share is based upon their use percentage from the prior fiscal year.

EXHIBIT E
UPDATED COMPENSATION FOR ANIMAL CARE SHELTER SERVICES

The Shelter Partner, City of Loma Linda shall be billed on a quarterly basis, based on their percentage of share from Exhibit D, for actual staffing costs, other shelter related expenses, and all indirect costs. The City shall send an itemized billing to the shelter partner at the beginning of each quarter for services rendered in the preceding three-month period. Payment is due to City by the Shelter Partner within 30 calendar days of their receipt of the invoice.

Upon closing of the current fiscal year, the City shall calculate Shelter Partner's actual use percentage, which will include a three (3) percent CPI annual fee to account for uncaptured operational and service expenses, and invoice Shelter Partner for additional "true-up" costs based upon the difference between their prior and actual use percentages. If Shelter Partner's actual use percentage is lower than the prior fiscal year percentage used, the City shall calculate the difference over-billed and notify Shelter Partner of the amount. Said amount shall be credited to Shelter Partner's future payment(s).

Additional Costs which may be billed to Shelter Partners at actual cost:

- Livestock, including domestic cattle and equine to be housed and cared for at contracted stables.
- Emergency veterinary visits at contracted veterinary hospitals to be approved by Shelter Partner for after-hours emergencies and Animal Cruelty cases where specialized treatment or necropsies are necessary.
- Extra deceased animal disposal requests from Shelter Partner, including large livestock disposals located in Shelter Partner's Jurisdiction.
- Additional supplies as needed, including veterinary medical supplies and pet food at cost.
- Other indirect costs accrued over a billing period, including building maintenance and budgeting fees.

DISCUSSION

City of San Bernardino

Request for Council Action

Date: March 18, 2026

To: Honorable Mayor and City Council Members

From: Jasmine Glover-McNamara, Director of Animal Services

Department: Animal Services

Subject: **Amendment No. 1 to the Regional Partnership Agreements for Animal Services (All Wards)**

Recommendation:

It is recommended that the Mayor and City Council of the City of San Bernardino, California, adopt Resolution No. 2026-030 authorizing the City Manager to finalize and execute amendments to the Regional Partnership Agreements effective July 1, 2026 with the Cities of Colton, Fontana, Grand Terrace, Loma Linda, and Rialto, to update the cost allocation and ensure full cost recovery for regional animal sheltering services.

City Manager's Comments

The City Manager recommends approval. This represents a couple of changes. The percentages are changed in the Regional Partnership Agreements based on the number of animals taken in over the previous contract. It also reflects an updating the agreements to incur the full costs of the operation of the animal shelter services.

Executive Summary

Pursuant to the Regional Partnership Agreements for animal shelter services with the Cities of Colton, Fontana, Grand Terrace, Loma Linda, and Rialto, the City of San Bernardino Animal Services Department began receiving animals from partner jurisdictions on June 27, 2024. With a full year of operational and financial data now available, the Department has evaluated the costs associated with providing regional animal sheltering services.

The proposed amendment updates the cost allocation structure by transitioning from the original incremental cost recovery model, which only captured the cost of additional positions added to support the partnership, to a full operational cost allocation model that more accurately reflects the total cost of providing shelter services. Under the proposed structure, the cost allocation will include the salary and benefits of all shelter personnel involved in operations, including full-time employees, seasonal temporary

assignment staff (SBTS), and per diem veterinarians, as well as applicable administrative and indirect costs associated with operating the shelter. The amendment also introduces a 3% Consumer Price Index (CPI) adjustment applied during the annual reconciliation process to account for inflationary increases in operational costs.

These amendments are intended to ensure that the City of San Bernardino achieves full cost recovery for regional animal sheltering services provided to partner jurisdictions while maintaining transparency and equitable cost distribution based on each city's utilization of shelter services.

Background

On December 6, 2023, the Mayor and City Council authorized the City Manager to finalize and execute agreements with the Cities of Colton, Fontana, Loma Linda, Grand Terrace and Rialto to house animals at the shelter, beginning July 1, 2024 for a 3-year term expiring June 30, 2027. The Department now has a full year of impound and cost data associated with the influx of animals associated with the Partnership.

The Department is recommending amendments to the original agreements to update the cost allocation structure, adjust each city's share of operational expenses based on actual shelter usage, incorporate staffing and indirect costs associated with providing regional animal sheltering services, and implement a Consumer Price Index (CPI) adjustment to account for inflationary increases in operational costs.

Discussion

Following the implementation of the Regional Partnership Agreements for animal sheltering services, the Department of Animal Services began receiving animals from the partner cities of Colton, Fontana, Grand Terrace, Loma Linda, and Rialto on June 27, 2024. With a full year of operational and financial data now available, the Department has conducted a comprehensive review of intake volumes, operational demands, and associated costs related to providing sheltering services to partner jurisdictions.

The original agreements anticipated the addition of thirty (31) new positions to support the increased service demand associated with the regional partnership, and the cost allocation methodology initially reflected only the salary and benefits associated with those additional positions. However, after reviewing a full year of operational and financial data, the Department determined that this approach does not fully capture the true cost of providing regional sheltering services. While the additional positions were necessary to support the partnership, the shelter operates as a fully integrated system in which all personnel contribute to the intake, care, medical treatment, and placement of animals regardless of their originating jurisdiction. As a result, the Department is recommending that the cost allocation structure be updated to include the salary and benefits of all shelter staff involved in operations, including the Department's seventy (70) full-time employees, two (2) part-time permanent employees, ten (10) seasonal temporary assignment staff (SBTS), and five (5) per diem veterinarians. This revised

structure more accurately reflects the total staffing resources required to operate the shelter and support the regional partnership.

The table below summarizes the original contract percentages and the proposed amended percentages based on the actual number of animals impounded at the shelter by jurisdiction during Fiscal Year 2024–2025:

Orininal Contract Percentages	
San Bernardino	53.5%
Fontana	24%
Rialto	14%
Colton	7%
Grand Terrace	1.0%
Loma Linda	0.5%
Total	100%

Total Impounds for FY 2024-2025 and Revised Percentages for 2026-2027						
	Q1	Q2	Q3	Q4	Total Impounds	Revised %
San Bernardino	2919	2075	2014	2392	9400	70%
Fontana	511	372	379	452	1714	12.8%
Rialto	463	328	297	316	1404	10.4%
Colton	202	159	145	212	718	5.4%
Loma Linda	34	27	22	37	120	1%
Grand Terrace	12	11	21	13	57	0.5%
Total	4141	2972	2878	3422	13413	100%

The amendment also incorporates indirect costs associated with providing regional animal sheltering services. Under the updated cost allocation structure, the total cost of providing services includes direct operational costs, shared operational costs, and indirect administrative costs. Direct operational costs include expenses directly associated with caring for animals, such as staffing, veterinary services, and shelter supplies. Shared operational costs include expenses related to maintaining shelter facilities and services utilized by all participating jurisdictions. In addition, the amendment incorporates indirect costs that support shelter operations but are provided by other City departments. These indirect costs are calculated based on the rates established in the City's Cost of Fee Study completed by Matrix Consulting Group in January 2023 and reflect administrative and operational support provided by departments such as Human Resources for recruitment, onboarding, offboarding, and personnel matters; Finance for budgeting, accounting, and fiscal oversight; Payroll for employee compensation processing; and Facilities for building maintenance and infrastructure support.

Finally, to ensure the City maintains full cost recovery over time, the Department is recommending the addition of a 3% Consumer Price Index (CPI) adjustment to the final year-end reconciliation (true-up) billing. This adjustment will help account for inflationary increases in operational costs and ensure that the City is able to continue providing high-quality sheltering services without shifting regional service costs onto City of San Bernardino residents.

Capital Improvement Project (CIP) costs associated with shelter construction and improvements were originally billed at approximately $4 million and have already been expended for shelter improvements. Pursuant to the terms of the agreement, participating jurisdictions are repaying their proportional share of these capital costs over the three-year contract term through June 30, 2027. Because these costs represent fixed capital expenses rather than ongoing operational costs, they are excluded from the CPI adjustment.

The table below summarizes the Fiscal Year 2024–2025 Amended Budget Compared to Actual Total Billing and Payments Received:

Regional Partner FY24-25 Payments	FY 24-25 Amended Budget	FY 24-25 Actuals
Fontana	$1,417,398.00	$782,799.67
Rialto	$826,815.00	$453,868.34
Colton	$41,341.00	$250,426.11
Loma Linda	$32,568.00	$19,120.97
Grand Terrace	$65,131.00	$39,780.09
Total	**$2,383,253.00**	**$1,545,995.18**

The table below summarizes the updated cost allocation structure based on FY 2024–2025 intake data and projected Fiscal Year 2026–2027 operational costs:

Regional Partner	Percentage	Yearly CIP Portion of Costs	Operating Budget	Additional Billing for Staffing	Additional Indirect Costs	3% CPI	Potential Additional
Fontana	12.8%	$291,284.00	$1,273,456.00	$577,304.43	$70,910.53	$57,650.12	**$705,865.08**
Rialto	10.4%	$169,916.00	$742,849.00	$470,674.90	$57,813.18	$38,140.11	**$566,628.19**
Colton	5.4%	$84,960.00	$371,425.00	$241,825.37	$29,703.50	$19,288.61	**$290,817.49**
Loma Linda	1%	$9,104.00	$26,592.00	$40,285.01	$4,948.22	$2,154.76	**$47,387.99**
Grand Terrace	0.5%	$18,208.00	$53,181.00	$19,938.29	$2,449.03	$2,276.04	**$24,663.36**
Total Billing	**30%**	**573,472.00**	**$2,467,503.00**	**$1,350,028.00**	**$165,824.46**	**$119,509.64**	**$1,635,362.11**

These amendments ensure that the cost of providing animal shelter services to partner jurisdictions is fully recovered and that the City of San Bernardino's residents are not subsidizing services provided to other municipalities.

2021-2025 Strategic Targets and Goals

Aligns with Strategic Goal #1: Improved Operational & Financial Capacity by ensuring the City receives full cost recovery for services provided and Strategic Goal #3: Improved Quality of Life by partnering with other entities in the Region, ensuring consistent, stable animal services for our residents and those of neighboring cities.

Fiscal Impact

Approval of the proposed amendment to the Regional Partnership Agreements will update the cost allocation structure for regional animal sheltering services to ensure full operational cost recovery, including staffing, shared operational costs, and indirect administrative costs. Based on Fiscal Year 2025–2026 operational data, the amendments are projected to generate approximately $1.63 million in additional cost recovery from partner cities, including updated operational allocations, indirect costs, and CPI adjustments. The revised billing structure ensures that costs associated with animals originating from partner jurisdictions are recovered through the regional partnership agreements and are not subsidized by the City of San Bernardino.

Conclusion

It is recommended that the Mayor and City Council of the City of San Bernardino, California, adopt Resolution No. 2026-030 authorizing the City Manager to finalize and execute amendments to the Regional Partnership Agreements effective July 1, 2026 with the Cities of Colton, Fontana, Grand Terrace, Loma Linda, and Rialto, to update the cost allocation and ensure full cost recovery for regional animal sheltering services.

Attachments

Attachment 1	Amendment No. 1 to the Regional Partnership Agreement
Attachment 2	Colton – Signed Shelter Partnership Agreement
Attachment 3	Fontana – Signed Shelter Partnership Agreement
Attachment 4	Grand Terrace – Signed Shelter Partnership Agreement
Attachment 5	Loma Linda – Signed Shelter Partnership Agreement
Attachment 6	Rialto – Signed Shelter Partnership Agreement
Attachment 7	Resolution 2026-030; Amendment to the Regional Partnership Agreement

Ward:

All Wards

Synopsis of Previous Council Actions:

December 6, 2023	Adopt Resolution 2023-188 Authorizing the City Manager to finalize and execute participation agreements with the Cities of Colton, Fontana and Rialto to house animals at the shelter located at 333 Chandler Place in the City of San Bernardino Regional Partnership for Animal Services.

April 17, 2024	Adopt Resolution No. 2024-067 Authorize and Appropriate Funding for Animal Services for the Preparation of the Regional Partnership Agreements – Site Improvement Costs
May 15, 2024	Adopt Resolution No. 2024-096 Authorize and Appropriate Funding for Animal Services for the Preparation of the Regional Partnership Agreements – Staffing Costs
April 2, 2025	Adopt Resolution 2025-269 allocating $700,000 for Revenues and Expenses Related to the Regional Partnership Agreements in the FY 2024-2025 Budget.
August 20, 2025	Adopt Resolution 2025-354 allocating $1,090,000 for Revenues and Expenses Related to the Regional Partnership Agreements in the FY 2025-2026 Budget.

CC: Eric Levitt, City Manager

File #: 26-0909
Agenda #: L.

Agenda Date: 4/14/2026
Category: Consent Calendar

FROM:
Community Services

SUBJECT:
Approve a Purchase Order with Knott's Berry Farm for the entry tickets to the amusement park for the Fontana Expanded Learning Program.

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

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

COUNCIL GOALS:
- Increase citizen involvement by Developing future leaders.
- Increase citizen involvement by promoting healthy lifestyle opportunities to residents of all ages.
- Practice sound fiscal management by pursing grant opportunities.

DISCUSSION:
The City of Fontana is currently in an Agreement with the Fontana Unified School District (FUSD) as the Fontana Expanded Program (FELP) Provider. FELP is an After School Education and Safety (ASES) Grant and Expanded Learning Opportunities Program (ELO-P) funded program. As part of the grant required curriculum components, FELP provides education components and 21st Century Skill lessons to meet the program requirements as well as align with the district's efforts to support student understanding of the world.

To support the operating Agreement between the City and FUSD, FELP is recommending purchasing admission to Knott's Berry Farm for FELP 2026 Summer Camp enrolled participants. Knott's Berry Farm offers a wide range of historical and educational activities and specialty programs for a variety of ages and skill levels. Staff is recommending the City to purchase the admission for participants to visit Knott's Berry Farm for all participants enrolled in the summer.

This is a sole source contract as the location is only available through Knott's Berry Farm and meets grant requirements. Purchasing Policy 3.1.5 allows the purchase when no competitive advantage would be gained from services that are unique and are only available from one source.

FISCAL IMPACT:

The program cost is $227,787 and is budgeted in the adopted FY 2025/2026 Community Services Department operating budget in account 38624101.8130. The cost is 100% fully reimbursable.

MOTION:
Approve a Purchase Order with Knott's Berry Farm for the entry tickets to the amusement park for the Fontana Expanded Learning Program.

Quote

Account #:	SF-0000673136	**Quote Date:**	3/10/2026
Account Name:	Fontana Expanded Learning Program	**Event Date:**	6/10/2026
Contact:	LaShondia Scott	**Salesperson:**	Joel Barragan
Phone:	(909) 350-6585	**Tax Status:**	Not Exempt
Email:	lscotts@fontanaca.gov		

Summary

Item/Description	Qty*	Price	Tax	Price + Tax	Subtotal
Bundled Package (Admission with Premium All Day Dining)	2,100	$86.99	$3.59	$90.58	$190,218.00
Souvenir Bottle	2100	$15.99	$1.40	$17.39	$36,519.00
KBF Youth Group Bus/Oversized Parking	30	$35.00	$0.00	$35.00	$1,050.00
Complimentary Ticket on 1:15 Ratio	140	$0.00	$0.00	$0.00	$0.00

Terms:

- This is not an invoice.
- Quote is valid for 30 days from the day it was issued.
- Pricing becomes guaranteed with a signed agreement.
- Taxes can be removed when a qualified tax exemption certificate is presented.
- Some local taxes (if applicable) are not exemptible.

Quote Total: $227,787.00

For Questions About This Quote Please Contact

Joel Barragan
joel.barragan@sixflags.com

File #: 26-0912
Agenda #: M.

Agenda Date: 4/14/2026
Category: Consent Calendar

FROM:
Administrative Services

SUBJECT:
Approval of Amended and Restated Communications Site License Agreement with New Cingular Wireless PCS, LLC (AT&T) and Approval of License Termination Agreement for Existing Site near 14000 Philadelphia Avenue

RECOMMENDATION:

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

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

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

COUNCIL GOALS:

- Operate in a businesslike manner by improving services through the effective use of technology.
- Promote economic development by being business friendly at all levels and striving to constantly improve the city's competitiveness.

DISCUSSION:
The City of Fontana currently has an existing communications site license agreement that was originally entered into in 2005 with AT&T (through its predecessor) and Southern California Edison (SCE) for a wireless facility located at 14000 Philadelphia Avenue. That agreement allowed AT&T to install and operate telecommunications equipment on SCE-owned electrical transmission facilities within an easement on City-owned property. AT&T desires to renew and extend this lease.

To modernize the contractual structure and continue uninterrupted wireless service at this location, the parties have negotiated:

- A License Termination Agreement to formally terminate the expired 2005 agreement; and

- A new Amended and Restated Communications Site License Agreement directly between the City and AT&T (with SCE no longer a party to the new agreement).

The proposed Amended and Restated License Agreement allows AT&T to continue operating its wireless communications facility on City-owned property under updated terms and conditions.

Key provisions of the new agreement include:

- Term: Initial five (5) year term with three (3) additional five-year renewal options (total potential term of 20 years).
- Use: Non-exclusive license for approximately 384 square feet of ground space for telecommunications equipment.
- Access: 24/7 access for maintenance and operation, subject to City notification requirements.
- Relocation Rights: City retains the right to require relocation (temporary or permanent) to accommodate municipal needs.
- Termination Rights: City may terminate under specified conditions, including for municipal use after the 10th year following execution with appropriate notice.

Financial Terms

- New Monthly Rent: $3,500 per month ($42,000 annually)
- Current Rent: $2,178 per month ($26,136 annually)
- Increase: Approximately $1,322/month (+61%)
- Annual Escalation: Greater of CPI or 4% annually
- One-Time Signing Bonus: $1,500 to reimburse City administrative costs

This represents a significant increase in revenue to the City while aligning the agreement with current market conditions.

CEQA: The approval of the renewed license agreement (“project”) is categorically exempt from the California Environmental Quality Act (“CEQA”) under the Class 3 exemption, which applies to the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. (CEQA Guidelines, § 15303.) The project would permit a wireless communications facility on approximately 384 square feet of City-owned property, a small facility in an already developed area, that is comparable in scope and function to those structures identified in the language of CEQA Guidelines Section 15303. None of the exceptions outlined in CEQA Guidelines Section 15300.2 apply. The project will not impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. There will be no cumulative impact of successive projects of the same type in the same place, over time. There will be no significant environmental impact due to unusual circumstances. The project will not result in damage to scenic resources. The project site is not on any list compiled pursuant to Government Code section 65962.5, and there are no historical resources on or near the project site that would result in a substantial adverse change as a result of the project. Thus, the project falls within the Class 3 exemption.

FISCAL IMPACT:
The new agreement increases annual revenue from approximately $26,136 to $42,000, resulting in an increase of $15,864 annually, plus future annual escalations. Additionally, the City will receive a $1,500 one-time payment upon execution of the agreement.

MOTION:
Approve staff recommendation to approve the License Termination Agreement and the New License Agreement.

AMENDED AND RESTATED
COMMUNICATIONS SITE LICENSE AGREEMENT

BETWEEN

CITY OF FONTANA

AND

NEW CINGULAR WIRELESS PCS, LLC

FOR

14000 PHILADELPHIA AVE

(NEAR MULBERRY AVE AND CHERRY AVE)

CITY OF FONTANA
AMENDED AND RESTATED
COMMUNICATIONS SITE LICENSE AGREEMENT

(New Cingular Wireless PCS – Existing SCE 14000 Philadelphia Ave Site)

THIS AMENDED AND RESTATED COMMUNICATIONS FACILITY LICENSE AGREEMENT ("License") is made and entered into as of the later of the signature dates below ("Effective Date") by and between the **City of Fontana**, a municipal corporation with its principal offices located at 8353 Sierra Ave., Fontana, California 92335 ("City"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company with a mailing address of 1025 Lenox Park Blvd. 3rd Floor, Atlanta, Georgia 30319 ("Licensee"). City and Licensee are sometimes referred to in this License Agreement individually as a "party" or jointly as "parties." The term "License" used in herein means this Amended and Restated Communications Site License Agreement and any amendments to this License Agreement as may be executed between the parties in accordance with the terms herein.

RECITALS

A. Licensor is the owner of that certain property located in the City of Fontana, County of San Bernardino, State of California as more particularly described in **Exhibit A** attached hereto (the "Property").

B. Southern California Edison ("SCE") is the owner of an easement and right of way for electrical transmission and communication purposes which encumbers all or a part of the Property pursuant to that certain Grant of Easement to SCE, dated October 25, 1946 and recorded on December 19, 1946 in Book 1859, page 46, as Instrument No. 33 of Official Records in the Office of the County Recorder of San Bernardino County, State of California, a copy of which is attached hereto as **Exhibit C** ("SCE Easement"). Nothing in this Agreement shall limit, modify or degrade SCE's rights under the SCE Easement.

C. SCE has constructed, among other facilities, electric transmission towers and/or poles within the SCE Easement ("Electric Facilities").

D. The City, SCE, and Licensee are parties to that certain Communications Site License Agreement dated as of March 7, 2005 for purposes of permitting the installation, maintenance and operation of Licensee's communications equipment upon the Electric Facilities and upon the surface of the SCE Easement (the "Original Agreement").

E. On _____, the City, SCE, and Licensee entered into that certain License Termination Agreement whereby SCE, the City and Licensee mutually agreed to terminate the Original Agreement, as of the Effective Date of this Amended and Restated Communications Facility License Agreement.

F. Licensee desires to continue to use and operate certain communications equipment upon the ground of the City's Property subject to the terms and conditions of this License.

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree to amend and restate the Original License as follows:

LICENSE

Section 1. Non-exclusive License. Subject to the terms and conditions hereinafter set forth, City grants Licensee a non-exclusive license to install, operate and maintain its Communications Facility, as particularly described in **Exhibit B** hereto, on a portion or portions of the Property, as designated and approved by City. **Exhibit B** depicts the specific dimensions, appearance, equipment and approved location of the Communications Facility on the Property to be used by Licensee under this License ("Licensed Area"). The Licensed Area includes (i) approximately three hundred eighty-four and sixteen hundredths (384.16) square feet of designated surface ground space; and (ii) utility routes all as depicted in **Exhibit B**. Notwithstanding City's approval of Licensee's use of the Licensed Area or the Property, nothing in this License may be deemed to grant, convey, create, or vest in Licensee a real property interest in land, including any fee, leasehold interest, or easement. The term "Communications Facility" as used in this License shall include all antennas, facilities, structures, foundations, pads, cables, conduits and equipment and utilities that Licensee erects, installs and/or uses on or under the Property, as authorized and listed in **Exhibit B**, as may be modified from time to time in accordance with this License.

Section 1.1 All Parties acknowledge that City, in executing this License, is acting only in its proprietary capacity as the owner of the Property and Licensed Area, and not in any regulatory fashion. Licensee shall not consider this License as approval of any applicable permits, licenses or other governmental approvals required for the construction or operation needed for the use described herein.

Section 2. Access License.

Section 2.1 Licensee shall have the right of non-exclusive ingress and egress to the Licensed Area, seven (7) days a week, twenty-four (24) hours a day, via foot or motor vehicle (but not including vehicles with more than two (2) axles/more than twenty (20) feet in length) via the access area delineated as such in **Exhibit B**, in order to install, operate, and maintain the Communications Facility, subject to the limitations set forth below.

Section 2.2 Prior to accessing the Licensed Area, Licensee shall provide both written notice to the City by email to mballantyne@fontanaca.gov at least forty-eight (48) hours in advance, except in the event of a bone fide emergency affecting the health, safety, and welfare of the Property's occupants or the operational integrity of the Communications Facility, in which case Licensee shall provide notice to City as soon as reasonably possible after such emergency access. In the event access to the Licensed Area is restricted and/or locked by City personnel,

Licensee shall be required to obtain any and all necessary access credentials or keys from the City Manager's Office, located at 8353 Sierra Ave, Fontana, CA 92335 or from the City Manager's designee, on a temporary basis, not to exceed Licensee's reasonable access requirements. In such event, Licensee or its designee shall provide proper identification prior to checking out any access credentials or keys.

Section 2.3 All access to the Licensed Area by Licensee shall be subject in each instance to all permits, ordinances, as well as any local, state, and federal laws ("Laws") in addition to this License.

Section 3. Permitted Use. Licensee may transmit and receive communication signals and install, operate and maintain the Communications Facility in the Licensed Area in accordance with the site plan and dimension sketch of the Communications Facility in **Exhibit B** hereto. Licensee may not install any other facilities or equipment of any kind that is not otherwise described and depicted in **Exhibit B** or otherwise intensify, expand, or alter its use of the site or the Communications Facility without City's prior written consent which may be granted or denied in City's sole discretion. Licensee acknowledges that the primary purpose of the Property is to serve as a valuable asset to the community of Fontana and the City itself, and Licensee's use of the Property shall be subject to City's paramount rights ("Paramount Rights") to use the Property for any and all current and future uses necessary for City's municipal needs. If City determines that Licensee is interfering with such use, City shall notify Licensee and Licensee shall cease such interference within twenty-four (24) hours. In case of an emergency, City may take steps to eliminate such interference without prior notice to Licensee and Licensee shall reimburse City for any and all costs incurred to eliminate such interference.

Section 3.1 Any required permits or approvals for the Communication Facility shall be obtained by Licensee at Licensee's sole expense. Furthermore, it is understood and agreed that Licensee's ability to install the Communication Facility is contingent upon its obtaining, prior to construction of Communication Facility, all of the certificates, permits, authorizations, and other approvals that may be required by any federal, state, or local authorities, including but not limited to any permits, authorizations, and approvals required by the California Air Resources Board and the applicable local air pollution control district (collectively, the "Governmental Approvals"; individually, a "Governmental Approval"). City shall bear no responsibility or liability under this License for Licensee's inability to make use of the Licensed Area for the Communication Facility due to a failure to obtain any required permit, authorization, or approval. If Licensee fails to receive such permits, authorizations, or approvals within one (1) year of the Effective Date of this License, this License shall automatically terminate.

Section 4. License Term; Renewal Term. The initial term of this License shall be five (5) years ("Initial Term"), commencing on the Effective Date. The Initial Term of this License shall expire at Midnight on the day before the fifth (5th) anniversary of the Effective Date. Unless either

party gives written notice of its intention not to extend the License to the other party at least sixty (60) days prior to the end of the Initial Term or Renewal Term, as applicable and then in effect, and provided Licensee is not in default under this License, this License shall automatically be extended upon the expiration of the Initial Term, or Renewal Term, as applicable, for three (3) additional terms of five (5) years each ("Renewal Term"), subject to all terms and conditions of this License. The Initial Term and Renewal Term shall be collectively known as the "Term".

Section 5. License Fee; Increases; Late Payments. Commencing on the first day of the month following the Effective Date, Licensee shall pay City on or before the fifth (5^{th}) day of each calendar month in advance, Three Thousand Five Hundred Dollars ($3,500.00) ("License Fee"), and thereafter adjusted annually by the greater of: (a) the percentage change in the Consumer Price Index (CPI) - Urban Wage Earners and Clerical Workers for Riverside-San Bernardino-Ontario, CA ("CPI Index") published for the month that is three (3) months preceding the adjustment date compared to the CPI Index published twelve (12) months before the month that is three (3) months preceding the adjustment date; or (b) an amount equal to four percent (4%) over the amount of the License Fee in effect immediately prior to such increase. The License Fee shall be payable without offset or deduction by ACH or Electronic payment, or check sent to City's address specified below or to any other person or firm as City may, from time to time, designate in writing at least forty-five (45) days in advance of any License Fee due date. If, at any time, Licensee fails to make timely payment, interest shall accrue on the past due amount at the rate of ten percent (10%) per month or the maximum allowable by law, whichever is less, until the License Fee any all accumulated interest is paid in full. This right to collect interest is in addition to all rights of City to terminate this License for non-payment pursuant to Section 10 of this License.

Section 6. Signing Bonus. Within forty five (45) days of the Effective Date of this License, Licensee shall pay to City a one-time payment in the amount of One Thousand Five Hundred Dollars ($1,500.00) ("**Signing Bonus**") as partial reimbursement of City's costs incurred in City's proprietary capacity for processing and documenting this Amended and Restated Communications Site License Agreement. This Signing Bonus is non-reimbursable.

Section 7. Holdover. If the Communications Facility or any part thereof is still on the Property, or Licensee is still conducting any activities or operations on the Property, or is otherwise using the Property without a written agreement with City after expiration of the License Term, or, if applicable, the Renewal Term, such possession or use shall be deemed a holdover use under the same terms and conditions of this License, except that the License Fee shall be one hundred fifty percent (150%) of the License Fee in effect at the expiration of the License Term or, if applicable, the Renewal Term, and shall be payable in advance in equal monthly installments. Nothing contained herein shall grant Licensee the right to holdover after the expiration of the License Term or, if applicable, the Renewal Term and notwithstanding the payment of license fees during the holdover period, City shall have the right to require Licensee to vacate the Property at any time upon thirty (30) days written notice.

Section 8.

Section 8.1 Permanent Relocation. City shall endeavor to give Licensee at least ninety (90) days prior written notice of the necessity to relocate the Communications Facility or a portion thereof to a new location upon the Property, and will use good faith efforts to provide another mutually acceptable City location on the Property for such relocation; provided Licensee is not in default under this License. Licensee shall be solely responsible at its cost for relocating the Communications Facility and obtaining any necessary permits and otherwise complying with all laws, permits, and other rules and regulations of any public entity applicable in connection with the relocation of its Communications Facility. Licensee shall have a right to terminate this License upon ninety (90) days prior written notice to City if Licensee's relocation of the Communications Facility to the mutually agreeable alternative location on the Property is technically infeasible. If the License is terminated for such reason, Licensee shall not be entitled to reimbursement or payment by City of any expenses or costs it may incur by reason of its election to terminate this License hereunder.

Section 8.2 Temporary Relocation. Licensee understands and agrees that from time to time during the Term, City may require Licensee to remove and/or relocate all or portions of the Communications Facility from the Licensed Area temporarily at Licensee's expense in order for City to exercise its Paramount Rights at the Property. City shall endeavor to give Licensee at least sixty (60) days prior written notice of the necessity to relocate the Communications Facility for the temporary period, and will use good faith efforts to provide temporary space at the Property, or another mutually acceptable City-owned location for such temporary relocation; provided Licensee is not in default under this License. Licensee shall be solely responsible at its cost for obtaining any necessary permits and otherwise complying with all laws, permits, and other rules and regulations of any public entity applicable in connection with the temporary relocation of its Communications Facility. Licensee acknowledges that in case of emergency (as determined by City in its sole discretion), the notice period for temporary relocation may be shortened. Notwithstanding any relocation or any shortened notice period, the License shall continue without abatement of the License Fee unless City is unable to provide space for temporary relocation and as a result Licensee is required to cease to operate its Communications Facility for a period of more than fourteen (14) days in which event Licensee shall be entitled to an abatement of the License Fee equivalent to the number of full days in excess of fourteen (14) days during which Licensee was unable to operate its Communications Facility. City will calculate and refund such abatement amount without interest within sixty (60) days after the end of the temporary relocation period.

Section 8A At the end of the temporary relocation period, Licensee shall at its cost return the relocated Communications Facility to the Licensed Area, unless the parties mutually agree that the Communications Facility may remain at the temporary location in which case the parties shall memorialize such agreement by an amendment to this License. Licensee shall have a right to terminate this License upon thirty (30) days prior written notice to City if any temporary relocation exceeds ninety (90) days, or if City requires Licensee to relocate the Communications

Facility more than one (1) time during the License Term, or more than one (1) time during the Renewal Term. If the License is terminated for such reason, Licensee shall not be entitled to reimbursement or payment by City of any expenses or costs it may incur by reason of its election to terminate this License hereunder.

Section 9. City's Termination. In addition to other rights of termination and revocation City has under this License, City may terminate and revoke this License prior to expiration of the License Term or Renewal Term, if applicable, in any of the following circumstances: For any reason or no reason, exercisable after the tenth anniversary of the Effective Date of the Agreement, upon twelve (12) months advance notice to Licensee.

Section 9.2 By giving Licensee twelve (12) months prior written notice, if City determines in its sole discretion that the Licensed Area is necessary for the exercise of its Paramount Rights at the Property or City decides to sell or otherwise dispose of its fee ownership of the Property. Upon notice of termination and revocation under this Section, City shall make a good faith effort to permit Licensee to relocate the Communications Facility to another of City's sites prior to termination of the License, provided Licensee assumes all costs of any such relocation.

Section 9.3 By giving Licensee sixty (60) days prior written notice, if Licensee fails to maintain and repair the Communications Facility according to the requirements of the License and fails to cure such non-compliance in response to any City request for such repairs within thirty (30) days or within such shorter time specified by City in such written request. Further, if City in its sole discretion determines that the Communications Facility is in a state of disrepair which imminently endangers the health and safety of City employees and other users of the Property, City may terminate the License and take steps to address the situation immediately without prior notice to Licensee, provided that City shall thereafter notify Licensee of the situation, and Licensee shall reimburse City for its actual costs incurred to take such action.

Section 9.4 If Licensee fails to pay the License Fee when due, City may, after giving ten (10) days prior written notice to Licensee, terminate and revoke this License and seek other remedies, as appropriate, under the laws of the State of California, unless Licensee cures such default by payment of the License Fee and accrued interest charges within such notice period.

Section 9.5 If Licensee fails to perform or observe any of terms or conditions of this License, City may, after giving thirty (30) days prior written notice to Licensee terminate and revoke this License and seek other remedies, as appropriate, under the laws of the State, unless Licensee cures such default within such notice period.

Section 10. Licensee's Limited Termination Right. It is understood and agreed that Licensee's ability to use the Property is contingent upon Licensee continually maintaining in full force and effect, after the Effective Date, all the certificates, permits, and other approvals that are

required by any federal, state, or local authorities. In the event that any certificate, permit, license, or approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority so that Licensee is unable to use the Property for its intended purposes, Licensee may terminate this License upon ninety (90) days written notice to City, except that those terms that by their nature survive termination such as Licensee's obligations to remove the Communications Facility and restore the Property , and the indemnity obligation shall survive in accordance with the terms of this License.

Section 11. Licensee's Installation, Ownership, Operation and Maintenance; FCC Regulations, Emissions Testing; Compliance with Law.

Section 11.1 Licensee shall install, construct and maintain the Communications Facility in accordance with this License.

Section 11.2 It is expressly understood and agreed that any and all fixtures and equipment of whatsoever nature at any time constructed or placed on the Property by Licensee shall be and remain the personal property of Licensee. Licensee shall have the right at any time during the License Term, and the Renewal Term, if applicable, to remove any and all fixtures and equipment owned or placed by Licensee in, under, or upon the Licensed Area.

Section 11.3 Licensee, at Licensee's sole cost and expense shall keep and maintain, or cause to be kept and maintained, the Communications Facility in a state of good appearance and repair, reasonable wear and tear excepted. Upon City's written request, Licensee shall complete all such work at its sole expense within thirty (30) days of receipt of such notice. If the Licensee fails to comply with this Section, the City may complete or cause to be completed the work, and Licensee shall reimburse the City for such invoiced costs within thirty (30) days of receipt.

Section 11.4 Licensee shall, at its sole cost and expense, protect, replace and provide any landscaping required in its permits to shield the Communications Facility on the Property and shall promptly replace any City landscaping damaged by Licensee's activities. Upon City's written request, Licensee shall complete all such work at its sole expense within thirty (30) days of receipt of such notice. If the Licensee fails to comply with this Section, the City may complete or cause to be completed the work, and Licensee shall reimburse the City for such invoiced costs within thirty (30) days of receipt.

Section 11.5 Licensee shall have a separate meter installed for Licensee's electrical power consumption, whereupon Licensee shall be solely responsible for payment of all of its electrical utilities costs. No other connection is authorized by this License, and no other fuels of any type shall be used or stored by Licensee within the Licensed Area without the advance written consent of City.

Section 11.6 In addition to compliance with specific laws otherwise described in this License, Licensee shall comply, and will ensure that its contractors and representatives will comply, with all regulations and requirements of the FCC and the California Public Utilities Commission, and all other federal, state and local laws, ordinances, rules and regulations, including health and safety requirements, pertaining to the construction, installation, operation and maintenance of the Communications Facility and work on the Property during the License Term and Renewal Term, and in conjunction with any activities undertaken on the Property by Licensee either prior to the Effective Date, or after expiration of this License. Requirements of the federal Occupational Safety and Health Administration (OSHA) and the California Division of Occupational Safety and Health (CAL-OSHA), whichever is stricter, shall be adhered to at all times during any activities on the Property by Licensee and its contractors or other representatives. Licensee shall have a safety and injury prevention program in place for the construction, installation, operation and maintenance of the Communications Facility and work on the Property, if required by laws or regulations. If required by law or regulation, a copy of any such program shall be on the Property at all times.

Section 12. Removal & Restoration. Prior to the expiration of the License or within thirty (30) days of the earlier termination of the License, Licensee shall (1) remove all of the Communications Facility at its sole expense and (2) repair any damage to the Licensed Area caused by such removal and shall return the Licensed Area to the condition which existed before the Effective Date, reasonable wear and tear excepted. If the Licensee fails to remove its Communications Facility and restore the Licensed Area as required by this Section, the City may complete or cause to be completed the work, and Licensee shall reimburse the City for such invoiced costs within thirty (30) days of receipt.

Section 13. Prior Communications Facilities on Property, City Communications Systems; Non-interference.

Section 13.1 Licensee acknowledges and understands that there may be communications facilities on Property belonging to one or more third parties (referred to as the "Prior User(s)") that has entered into an agreement(s) (the "Prior Use Agreement(s)") with City, pursuant to which the Prior User(s) has(ve) been permitted to install and operate communications equipment on the Property. Where applicable, Licensee represents and warrants that prior to the execution of this License, Licensee has determined that the Prior Users present no material interference with Licensee's intended use within the Licensed Area.

Section 13.2 Licensee shall operate the Communications Facility in a manner that will not cause harmful interference to (i) the City's use of the Property, or (ii) any communications equipment operated and/or owned by the Prior User(s) as of the Effective Date, provided that the Prior User(s) operates its communications equipment in accordance with the terms of the Prior Use Agreement(s). If Licensee's Communications Facility causes such harmful interference,

Licensee will immediately take all steps necessary to correct and eliminate the interference, including but not limited to, at Licensee's option, powering down such equipment and later powering up such equipment for intermittent testing. If such interference cannot be corrected or powered down within two (2) days after Licensee is advised of such interference, City may require that Licensee cease (or cause the cessation of) operation of the interfering equipment until such interference can be so corrected at which time the operation of such equipment may resume.

Section 13.3 Licensee further acknowledges that City assumes no risk or liability for any interference with Licensee's use of the Property which results from the operation of communications equipment on the Property by the Prior User(s) under the Prior Use Agreement(s) and agrees that City shall be held harmless from claims due to any such interference, pursuant to the indemnification terms set forth in Section 18 herein.

Section 13.4 City reserves the right to license other portions of the Property to third parties during the License Term and Renewal Term, if applicable. If, subsequent to the installation of the Communications Facility, the new third party equipment on the Property causes harmful interference with the Communications Facility, Licensee shall use its best efforts to resolve the interference issues in cooperation with the owner and operator of the new equipment without involving City personnel. If any such subsequent users cannot correct such harmful interference within ten (10) business days of Licensee's written notification thereof to City, Licensee may terminate this License upon sixty (60) days written notice to City and obtain a refund of prepaid unused amounts of the License Fee, or seek injunctive or other legal relief against/from such subsequent third party users. The refund shall be Licensee's sole and exclusive remedy and recovery as against City for any interference, and Licensee hereby waives any other rights or remedies it may have at law or in equity against City related thereto. The parties recognize and agree that it is the intention of this Section 12 that City not become embroiled in any disputes or proceedings between Licensee and any other users of the Property, and/or expend funds as a result thereof; therefore, Licensee agrees to indemnify, defend, and hold harmless the City against any claim related to or arising from any disputes or proceedings between Licensee and any other users of the Property.

Section 13.5 Nothing contained in this Section 14 or elsewhere in this License is intended to confer any rights or remedies under, or by reason of this License on, or waive any claims against, or adversely affect any rights of, any person or entity other than the parties hereto.

Section 14. Performance Bond. On or before the Effective Date, Licensee shall obtain a faithful performance bond, in the amount adequate to cover one hundred percent (100%) of the costs to remove the Communications Facility and all other personal property and to restore the Property as required by this License from a bond company duly licensed to do business in California in favor of City (the "Bond"). The Bond shall secure (1) Licensee's removal of its equipment from the Licensed Area following the expiration or earlier termination of the License,

and (2) the recovery of any unpaid sums duly owed to the City under this License. The Bond shall be maintained in force by Licensee throughout the License Term and Renewal Term, if applicable. Licensee agrees to deliver to City a copy of the Bond prior to commencement of construction activities on the Licensed Area (or if the License is a renewal for a previously constructed facility, prior to full execution of the License). Prior to the commencement of any Renewal Term, City and Licensee shall review the amount of the Bond to assess whether the amount of the Bond is reasonably sufficient to cover then current removal and restoration costs. If it is reasonably determined to be insufficient, Licensee shall obtain and maintain in force a Bond for such additional amount that City reasonably determines to be sufficient.

Section 15. Environmental.

Section 15.1 For purposes of this License, the term "Hazardous Substances" means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended; or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

Section 15.2 Except as otherwise specifically permitted under the terms of this License, Licensee shall not use, create, generate, store, deposit, dispose of or allow any Hazardous Substances on, under, about or within the Property or Licensed Area in violation of any federal, state, or local law, rule, regulation, order, decree or other requirement listed in this Section 16. Batteries for emergency power and fuel for temporary generators during power outages may only

be used or stored on-site with the prior written approval of City. On site use, but not storage, of ordinary paints, solvents and similar substances commonly used in small quantities and necessary for maintenance of Licensee's Communications Facility are excepted from the preceding prohibition of use by Licensee of Hazardous Substances on the Licensed Area and the Property, so long as Licensee complies with all applicable federal, state and local laws rules and regulations governing the use of such items.

Section 15.3 Unless listed in **Exhibit B**, no underground or above ground storage tanks shall be installed on Licensed Area.

Section 15.4 City or its officers, employees, contractors, or agents shall at all times have the right to go upon and visually inspect the Licensed Area and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may also include taking samples for chemical analysis of substances and materials present and/or testing soils on the Licensed Area and taking photographs. Except in case of emergency, City will not take samples or test soils on the Licensed Area without providing Licensee with reasonable notice and the opportunity to have a representative present.

Section 15.5 Licensee shall, within forty-eight (48) hours of the discovery by Licensee of the presence of, or believed presence of, a Hazardous Substance as defined herein, give written notice to City in the event that Licensee knows or has reasonable cause to believe that any release of Hazardous Substance has come or will come to be located on, under, about or within the Licensed Area. The failure to disclose in a timely manner the release of a Hazardous Substance by Licensee, including but not limited to, an amount which is required to be reported to a state or local agency pursuant to law (e.g., California's Hazardous Materials Storage and Emergency Response Act, Health and Safety Code Section 25550 et seq.) shall be grounds for termination of this License by City in addition to actual damages and other remedies provided by law. Licensee shall immediately clean up and completely remove all Hazardous Substances placed by Licensee on, under, about or within the Licensed Area or the Property, in a manner that is in all respects safe and in accordance with all applicable laws, rules and regulations.

Section 15.6 In the event Hazardous Substances are discovered, Licensee shall disclose to City the specific information regarding Licensee's discovery of any Hazardous Substances placed on, under, about or within the Licensed Area or the Property by Licensee, and provide written documentation of its safe and legal disposal.

Section 15.7 Breach of any of these covenants, terms, and conditions, and Licensee's failure to cure within thirty (30) days of Licensee's receipt of written notice from City, shall give City the authority to either immediately terminate this License or to shut down Licensee's operations thereon, at the sole discretion of City. In either case, Licensee will continue to be liable under this License to remove and mitigate all Hazardous Substances placed by Licensee on, under, about or within the Licensed Area or the Property. Licensee shall be responsible for, and bear the

entire cost of removal and disposal of, all Hazardous Substances introduced to the Licensed Area or the Property by Licensee during Licensee's period of use and possession of the Licensed Area. Upon termination of this License, Licensee shall, in accordance with all laws, remove from the Licensed Area any equipment or improvements placed on the Licensed Area by Licensee that may be contaminated by Hazardous Substances.

Section 15.8 Licensee shall defend, indemnify and hold City and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, fines, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of the presence of use of any Hazardous Substances placed or caused to be placed by Licensee or its partners, affiliates, agents, officials, officers, contractors or employees on the Licensed Area or the Property. City shall defend, indemnify and hold Licensee and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, fines, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of the presence of use of any Hazardous Substances placed or caused to be placed by City or its partners, affiliates, agents, officials, officers, contractors or employees on the Property. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify each party from any liability created by the other party pursuant to such sections.

Section 16. Insurance. During the life of this License, Licensee shall pay for and maintain in effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City Administrative Officer or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

Section 16.1 COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the License) with limits of liability of the following:

$2,000,000 per occurrence for bodily injury and property damage
$1,000,000 per occurrence for personal and advertising injury
$4,000,000 aggregate for products and completed operations
$4,000,000 general aggregate

Section 16.2 COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 Any Auto) with limits of liability of $2,000,000 per accident for bodily injury and property damage.

Section 16.3 WORKERS' COMPENSATION insurance as required under the California Labor Code.

Section 16.4 EMPLOYERS' LIABILITY insurance with limits of liability of $1,000,000 each accident, $1,000,000 disease policy limit and $1,000,000 disease each employee.

Section 16.5 PROPERTY insurance against all risks of loss to the Communication Facility, at full replacement costs with no coinsurance penalty provision.

Section 16.6 In the event Licensee purchases an Umbrella or Excess insurance policy(ies) to meet the limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Section 16.7 Licensee shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Licensee shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Administrative Officer or his/her designee in his/her sole discretion. At the option of the City Administrative Officer or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents and volunteers; or (ii) Licensee shall provide a financial guarantee, satisfactory to the City Administrative Officer or his/her designee in his/her sole discretion, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Section 16.8 All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, or non-renewed, except after thirty (30) calendar day written notice has been given to City if not replaced. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Licensee shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the term of this License, Licensee shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Section 16.9 The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The General Liability (including ongoing operations and

completed operations) and Automobile Liability insurance policies shall include City, its officers, officials, employees, agents and volunteers as an additional insured by endorsement as respects this agreement. All such policies of insurance shall be endorsed so Licensee's insurance shall be primary and no contribution shall be required of City, its officers, officials, employees, agents or volunteers. To the extent permitted by law, Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, employees, agents and volunteers. The Property insurance policy shall name the City as a joint loss payee. The coverage(s) shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. Should Licensee maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Section 16.10 Licensee and its insurers shall waive all rights of contribution, recovery and subrogation against City, its officers, officials, employees and agents on account of any injury, death or property damage to any person, including any injury or death to the Licensee, its principles, officers, employees, agents, contractors, subcontractors, consultants, sub-consultants, invitees, or Licensee's property or the property of others under Licensee's care, custody and control. Licensee shall give notice to its insurers that this waiver of subrogation is contained in this License. This requirement shall survive expiration or termination of this License.

Section 16.11 Licensee shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received and approved by the City prior to City's execution of this License.**

Section 16.12 If at any time during the life of this License or any extension, Licensee or any of its contractors, subcontractors, consultants or sub-consultants fail to maintain any required insurance in full force and effect, all work under this License shall be discontinued immediately, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this License. No action taken by City hereunder shall in any way relieve Licensee of its responsibilities under this License.

Section 16.13 The fact that insurance is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Licensee. Approval or

purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Licensee, its principals, officers, agents, employees, persons under the supervision of Licensee, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Section 16.14 If it is necessary for Licensee to contract for the design, construction and/or maintenance of the Communication Facility, Licensee shall endeavor to require each consultant and contractor to provide insurance protection that includes City, its officers, officials, employees, agents and volunteers as additional insured by endorsement as respects this agreement.

Section 17. Indemnification. To the furthest extent allowed by law, Licensee shall indemnify, hold harmless and defend City and its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, including damage by fire or other casualty) incurred by City, Licensee, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of Licensee's: (i) occupancy, maintenance and/or use of the Licensed Area and/or Communications Facility; or (ii) performance of, or failure to perform, this License. Licensee's obligations under the preceding sentence shall apply to any negligence of City, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or by the willful misconduct, of City or its officers, officials, employees, agents or volunteers.

Section 17.1 Licensee's occupancy, maintenance and use of the Licensed Area and Communications Facility shall be at Licensee's sole risk and expense. Licensee accepts all risk relating to Licensee's: (i) occupancy, maintenance and/or use of the Licensed Area and/or Communications Facility; and (ii) the performance of, or failure to perform, this License. City shall not be liable to Licensee or Licensee's insurer(s) for, and Licensee and its insurer(s) hereby waives and releases City from, any and all loss, liability, fines, penalties, forfeitures, costs or damages resulting from or attributable to an occurrence on or about the Licensed Area in any way related to the Licensee's operations and activities. Licensee shall immediately notify City of any occurrence on the Premises resulting in injury or death to any person or damage to property of any person.

Section 17.2 If it is necessary for Licensee to contract for the design, construction and/or maintenance of the Communication Facility, Licensee shall require each consultant and contractor to indemnify, hold harmless, defend and release City and its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraphs. The section shall survive termination or expiration of this License.

Section 18. Jurisdiction and Venue. This License shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret

or enforce this License, or which in any way arises out of the Parties' activities undertaken pursuant to this License, shall be filed and prosecuted in the appropriate California State Court in the County of San Bernardino, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Permittee expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

Section 19. Entire Agreement; Amendment. This License constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and agreements made prior to the date hereof. In the event there is an existing lease or license between Licensee (or its predecessor-in-interest) and City covering the Licensed Area, it is agreed and understood that this License shall cancel, supersede and terminate said prior lease or license as of the Effective Date of this License. This License may not be modified except in a writing executed by both parties.

Section 20. Paragraph Heading and Construction. The section headings contained in this License shall not be considered to be a part hereof for purposes of interpreting or applying this License, but are for convenience only.

Section 21. Binding on Successors; No Third-Party Beneficiaries. This License, and all of the provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. No customer, other person or entity other than the parties shall be deemed to be a third-party beneficiary hereof, and nothing in this License, either express or implied, is intended to confer upon any customer or other person or entity, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this License.

Section 22. Independent Contractors. Licensee's contractors, agents and representatives are independent contractors of Licensee, and are not employees or independent contractors of City while on the Property, or while engaged in any work on the Property, including the construction, installation, maintenance or operation of the Communications Facility.

Section 23. Limited Assignment/ Sub-licensing.

Section 23.1 This License, or the license interest of Licensee in the Property, shall not be assigned by Licensee except with the prior written consent of City which consent may be withheld in the City's sole discretion.

Section 23.2 Licensee may, without City's consent but upon at least sixty (60) days prior written notice to City, from time to time assign this License in its entirety (i) to any entity which

has, directly or indirectly, a fifty-one percent (51%) or greater interest in Licensee (a "Parent"), or to any entity in which Licensee or a Parent has a fifty-one percent (51%) or greater interest. Any such assignment shall not be effective unless and until the assignee executes and delivers to City a written assumption of all Licensee's obligations under this License.

Section 23.3 Licensee may sublicense the Licensed Area to any qualified third party communications provider consistent with this License and subject to the advance written consent of City, which consent may be withheld in the City's reasonable discretion. Prior to doing so, Licensee shall notify City. Upon execution of such sublicense, Licensee shall pay City as additional rent fifty percent (50%) of all revenue received from such sublicensee ("Collocation Fee"). The Collocation Fee shall be paid in the same manner and subject to the same requirements and conditions as the License Fee. However, in no event shall the Collocation Fee be less than Fourteen Thousand Five Hundred Dollars ($14,500) per annum. This minimum amount shall be adjusted through the term of this License in the same manner as the License Fee. Moreover, in the event that such sublicensee requires additional ground space outside of the Premises, it shall enter into a separate license with City to do so or this License may be amended to provide for such additional space. City may grant or deny such requests in its sole discretion, including conditioning execution of such new or amended agreements on the payment of additional rent.

Section 23.4 Any attempted or unauthorized assignment or sub-license shall be void and shall be cause for immediate termination of this License by City. The acceptance of License Fees by City from any person other than Licensee or an authorized assignee shall not be deemed to be a waiver by City of any provision hereof. Consent to one assignment shall not be deemed consent to any subsequent assignment.

Section 24. Attorneys' Fees. Should either party institute arbitration or legal or other proceedings against the other for or on account of its failure or refusal to perform or fulfill any of the covenants or conditions of this License on its part to be performed or fulfilled, then the prevailing party in such action or proceeding shall receive from the other party attorney's fees and costs as adjudged reasonable by the arbitrator, or court.

Section 25. Notice. All notices, requests, and demands hereunder will be given in writing by first class, certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices, requests and demands will be addressed to the parties as follows:

If to Licensee:

New Cingular Wireless PCS, LLC
Attn: TAG – LA
Re: Cell Site #: CLU4472
Cell Site Name: SCE Philadelphia (CA)
Fixed Asset #: 10102101
1025 Lenox Park Blvd. NE
3rd Floor
Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: CLU4472
Cell Site Name: SCE Philadelphia (CA)
Fixed Asset #: 10102101
208 S. Akard Street
Dallas, Texas, 75202-4206

If to City:

City of Fontana
Attn: City Manager
8353 Sierra Ave
Fontana, CA 92335
rebert@fontanaca.gov

Either party may change the address or persons to which notices are to be sent to it by giving thirty (30) days' prior written notice of such change to the other party in the manner provided herein.

Section 26. Counterparts. This License may be executed in counterparts, each of which shall be deemed to be an original.

Section 27. Representations and Warranties. Each party represents and warrants that this License constitutes a legal, valid and binding obligation of such party, and is enforceable against such party in accordance with the terms set forth in the License. Licensee acknowledges and agrees that Licensee is not entitled to relocation assistance, or any other benefits under the Uniform Relocation Assistance Act, or any other applicable provision of law upon termination of this License.

Section 28. NO WARRANTY

LICENSEE'S RIGHT TO USE THE LICENSED AREA AND THE PROPERTY IS STRICTLY ON AN "AS IS" BASIS WITH ALL FAULTS. CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AS TO THE PRESENT OR FUTURE CONDITION OF OR SUITABILITY OF THE PROPERTY OR THE LICENSED AREA FOR LICENSEE'S USE AND DISCLAIMS ANY AND ALL WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO THE PHYSICAL, STRUCTURAL, OR ENVIRONMENTAL CONDITION OF THE PROPERTY, AND LICENSED AREA AND THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE IS SOLELY RESPONSIBLE FOR INVESTIGATION AND DETERMINATION OF THE CONDITION AND SUITABILITY OF THE PROPERTY, AND LICENSED AREA FOR LICENSEE'S INTENDED USE.

Section 29. Taxes. City hereby provides notice pursuant to California Revenue and Taxation Code Section 107.6, and Licensee acknowledges that this License may create a possessory interest and Licensee may be subject to property taxes levied on such interest, as described in California Revenue and Taxation Code Section 107. Licensee shall pay, when due, all real and personal property taxes, fees and assessments, assessed against the Licensed Area and the Communications Facility and shall reimburse City for any increase in real property or possessory interest taxes levied against the Property as a result of the improvements constructed by Licensee on the Licensed Area only for so long as this License has not expired of its own terms or is not terminated by either party.

Section 30. Time. Time is of the essence of this License.

Section 31. Incorporation of Recitals. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

Section 32. Survival. All terms that by their nature should survive termination of this License shall survive, including but not limited to payment of amounts owed and indemnification obligations.

Section 33. The following exhibits are incorporated in this License:

Exhibit A Property- Legal Description

Exhibit B Description - Communications Facility (Equipment List) and Licensed Area (Site Plan)

Section 34. Binding Authority/Authorized Representatives. Each of the parties represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its obligations hereunder and that those obligations will be binding upon that party without the

approval or consent of any other person or entity. Each person executing this License represents and warrants he/she has been duly authorized to execute the same.

[*Signatures Follow on Next Page*]

IN WITNESS WHEREOF, the parties hereto have executed this License as of the latter date written below.

"City":	**"Licensee":**
CITY OF FONTANA, **a municipal corporation**	**NEW CINGULAR WIRELESS PCS, LLC,** **a Delaware limited liability company** **By: AT&T Mobility Corporation** **Its: Manager**
By: _____ City Manager	By: _____
Date: _____	Title: _____
	Date: _____

Exhibit A Property- Legal Description

Lot 44 of Tract No. 12064-1, in the City of Fontana, County of San Bernardino, State of California, as per Map recorded in Book 167, Pages 29 through 49, inclusive of Maps, in the Office of the County recorder of said County.

Excepting therefrom an undivided ½ interest in and to all oil, gas, petroleum, all kindred substances, precious metals, ores, asphaltum, minerals, whether known or unknown, and any other hydrocarbon substances lying below a depth of five hundred (500) feet, measured vertically from the surface of the land, but without any right of surface entry to take or recover same, as reserved by H. Takanaga Farms, Inc., a California Corporation, in the deed recorded January 10, 1983 as Instrument No. 83-5299 of Official Records.

APN: 0236-225-21

Exhibit B Description - Communications Facility (Equipment List) and Licensed Area Depiction (Site Plan)

SCALE NOTE:
IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.

GENERAL NOTES:

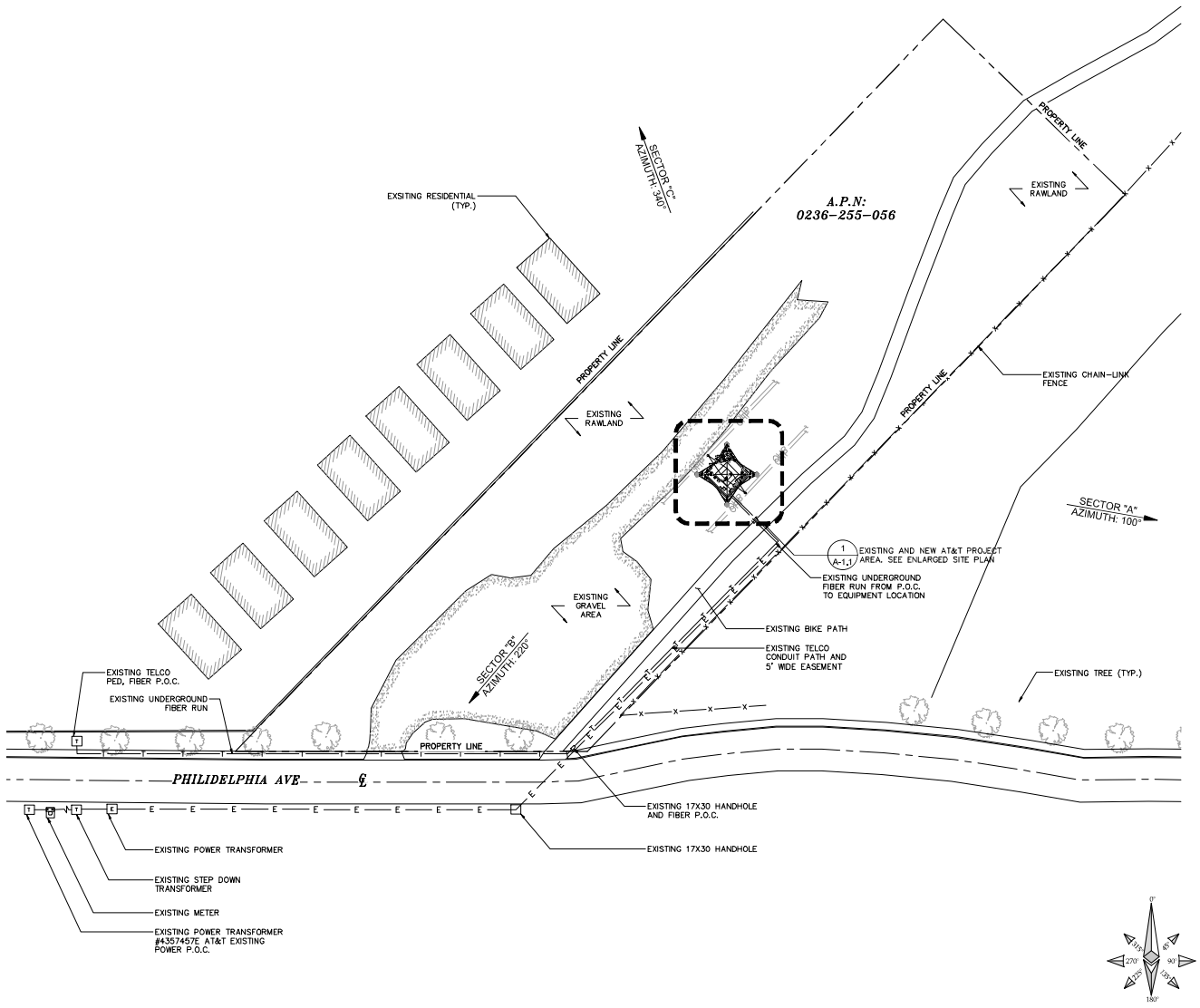
1. THE EXISTING FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE.
2. THE EXISTING FACILITY IS UNMANNED AND IS NOT FOR HUMAN HABITAT. (NO HANDICAP ACCESS IS REQUIRED).
3. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY AT&T TECHNICIANS.
4. NO NOISE, SMOKE, DUST OR ODOR WILL RESULT FROM THIS PROPOSAL.
5. OUTDOOR STORAGE AND SOLID WASTE CONTAINERS ARE NOT NEW.
6. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
7. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY THE CONSTRUCTION OPERATION.
8. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTION REQUIRED FOR CONSTRUCTION.
9. SUBCONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
10. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND DRAWINGS PROVIDED BY THE SITE OWNER. SUBCONTRACTOR SHALL NOTIFY AT&T OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.

SITE WORK GENERAL NOTES:

1. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY ENGINEERS. EXTREME CAUTION SHOULD BE USED BY THE SUBCONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. SUBCONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING & EXCAVATION.
2. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS.
3. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
4. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE BTS EQUIPMENT AND TOWER AREAS.
5. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
6. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
7. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF ENGINEERING, OWNER AND/OR LOCAL UTILITIES.
8. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE AND STABILIZED TO PREVENT EROSION AS SPECIFIED IN THE PROJECT SPECIFICATIONS.
9. SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
10. ADD ELECTRICAL CONNECTIONS IN THE PUBLIC RIGHT OF WAY SHALL BE INSTALLED UNDERGROUND TO THE NEAREST UTILITY POLE.
11. NO WORK SHALL BE DONE WITHIN THE PUBLIC RIGHT-OF-WAY WITHOUT THE PRIOR APPROVAL AND PERMIT FROM THE ENVIRONMENTAL AND PUBLIC WORKS MANAGEMENT DEPARTMENT - ADMINISTRATIVE SERVICES.
12. CONTRACTOR IS RESPONSIBLE FOR REPAIR OF ALL DAMAGED OFFSITE IMPROVEMENTS CAUSED BY CONSTRUCTION. CALL PUBLIC WORKS INSPECTOR FOR INSPECTION OF OFFSITE IMPROVEMENTS AT SUBSTANTIAL COMPLETION OF ONSITE WORK.
13. NO CONSTRUCTION DEBRIS SHALL BE SPILLED OR STORED ONTO PUBLIC RIGHT-OF-WAY.
14. NO RUNOFF SEDIMENT OR WASTES IS ALLOWED IN WATER LEAVING THE SITE.
15. ALL SITE UTILITIES SHALL BE CONSTRUCTED UNDERGROUND TO THE NEAREST POLE.
16. ALL LABOR, EQUIPMENT AND MATERIAL REQUIRED FOR OFF-SITE IMPROVEMENTS ARE THE RESPONSIBILITY OF THE CONTRACTOR.

DISCLAIMER NOTE:

EUKON GROUP HAS GENERATED A SITE PLAN **WITHOUT THE BENEFIT OF A LAND TOPOGRAPHIC SURVEY**. PROPERTY LINES, POWER/TELCO UTILITY POINTS OF CONNECTIONS/ROUTES AND EASEMENTS SHOWN ON THESE PLANS ARE ESTIMATED. EUKON GROUP HIGHLY RECOMMENDS GETTING A TOPOGRAPHIC SURVEY FOR THE PROPERTY TO VERIFY THE MEASUREMENTS AND ACCURACY.



SITE PLAN

SCALE 1"=30'-0" | 30' 0 15' 30' 60' 120'

1

APPLICANT:
The new at&t
1452 EDINGER AVENUE,
3RD FLOOR
TUSTIN, CA 92780

ENGINEER:
Eukon
an SFC Communications, Inc. Company
65 POST, SUITE 1000
IRVINE, CA 92618
TEL: (949) 553-8566
www.eukongroup.com

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DRAWN BY:	AS
CHECKED BY:	JJD

REVISIONS:

REV	DATE	DESCRIPTION
4	12/08/22	SCE COMMENTS
3	10/13/22	PLAN CHECK COMMENTS
2	09/15/22	PLAN CHECK COMMENTS
1	08/01/22	PLAN CHECK COMMENTS
0	04/20/22	100% CONSTRUCTION DRAWING
A	02/14/22	90% CONSTRUCTION DRAWING

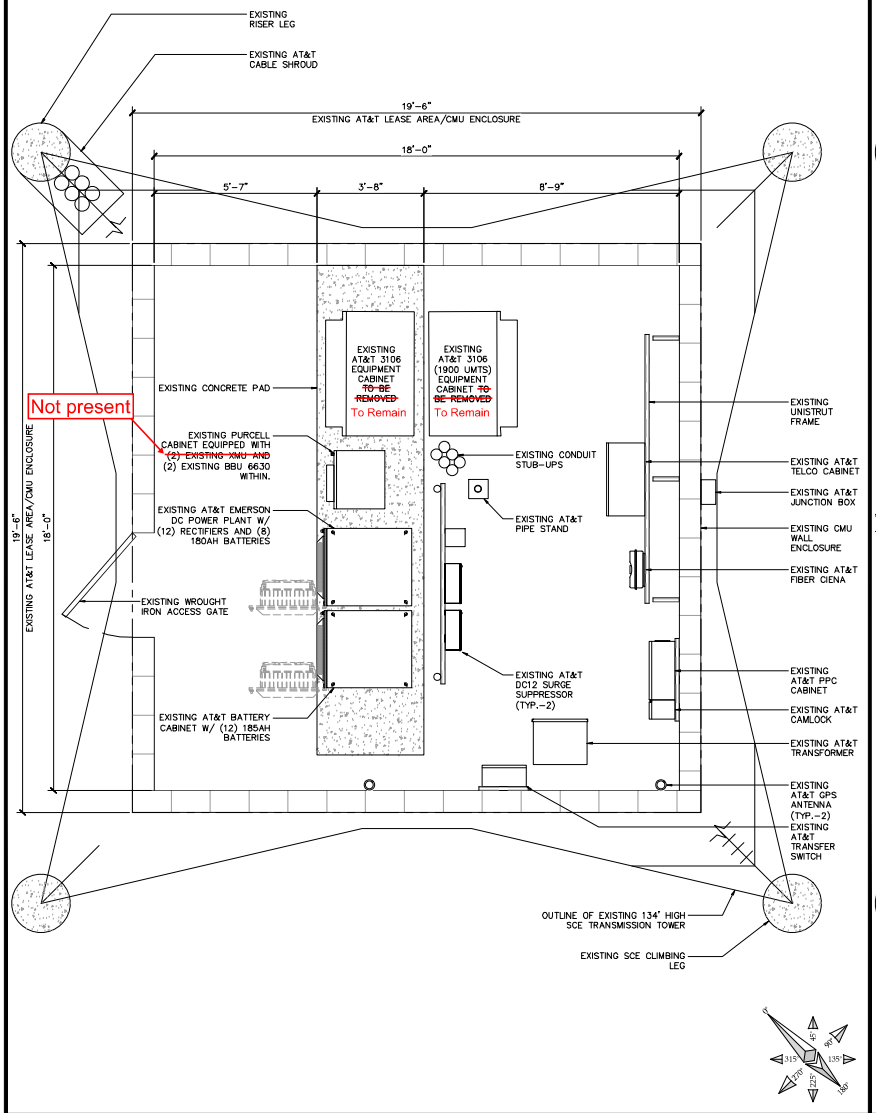
LICENSEE:
REGISTERED PROFESSIONAL ENGINEER CHRIS B. LEE 78549 CIVIL STATE OF CALIFORNIA
EXP. 12/31/22

PROJECT INFORMATION:
CLU4472
SCE PHILADELPHIA
PHILADELPHIA AND GREEN VISTA DR.
FONTANA, CA 92337

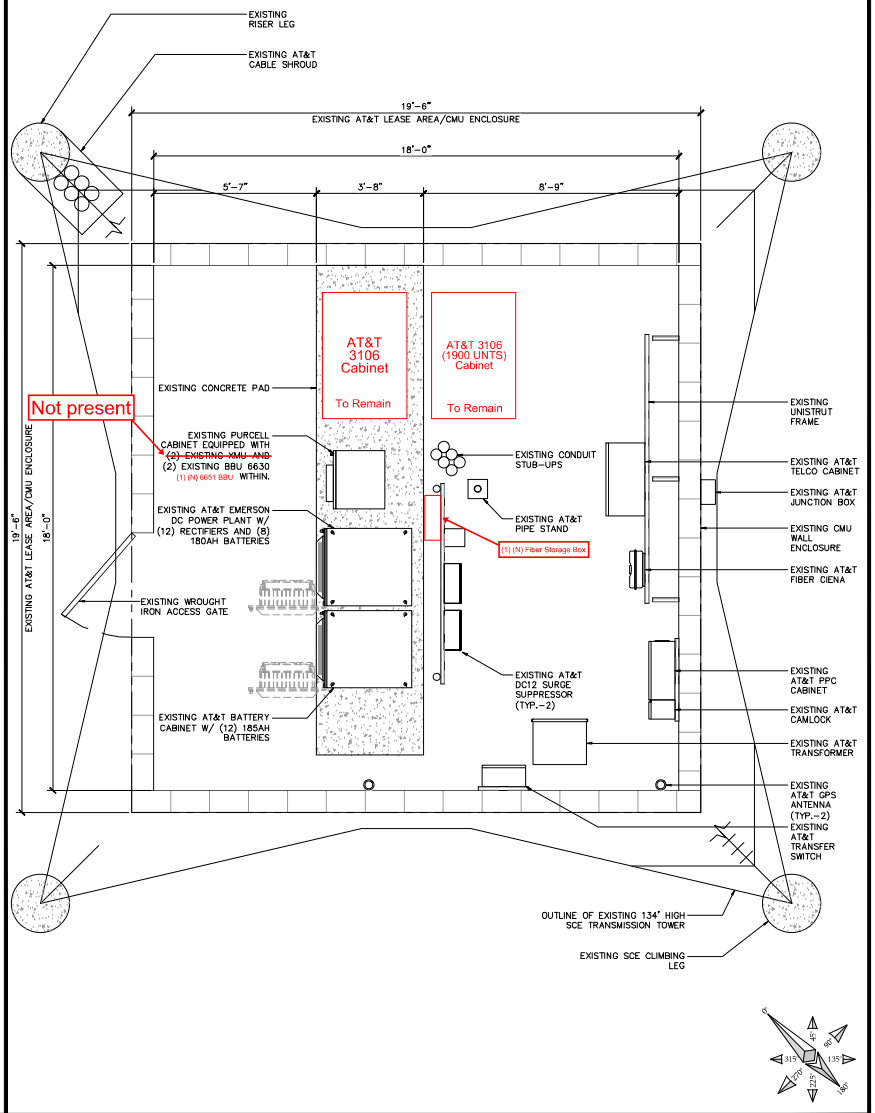
SHEET TITLE:
SITE PLAN

SHEET NUMBER:
A-1

SCALE NOTE:
IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY. CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.



EXISTING EQUIPMENT LAYOUT | SCALE 1/2"=1'-0" | 2' 0 1' 2' 4' 8' | 1



NEW EQUIPMENT LAYOUT | SCALE 1/2"=1'-0" | 2' 0 1' 2' 4' 8' | 2

APPLICANT:

The new at&t

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A	02/14/22	90% CONSTRUCTION DRAWING

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EXP. 12/31/22

PROJECT INFORMATION:

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SCE PHILADELPHIA
PHILADELPHIA AND GREEN
VISTA DR.
FONTANA, CA 92337

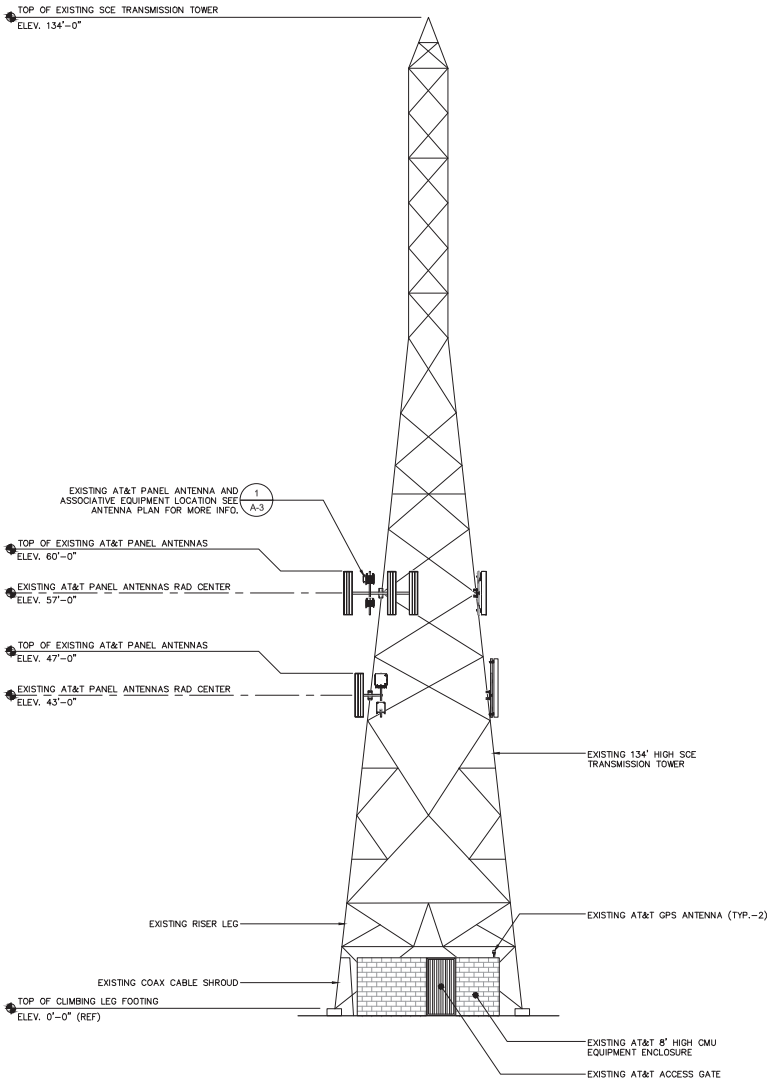
SHEET TITLE:

EXISTING AND NEW EQUIPMENT LAYOUTS

SHEET NUMBER:

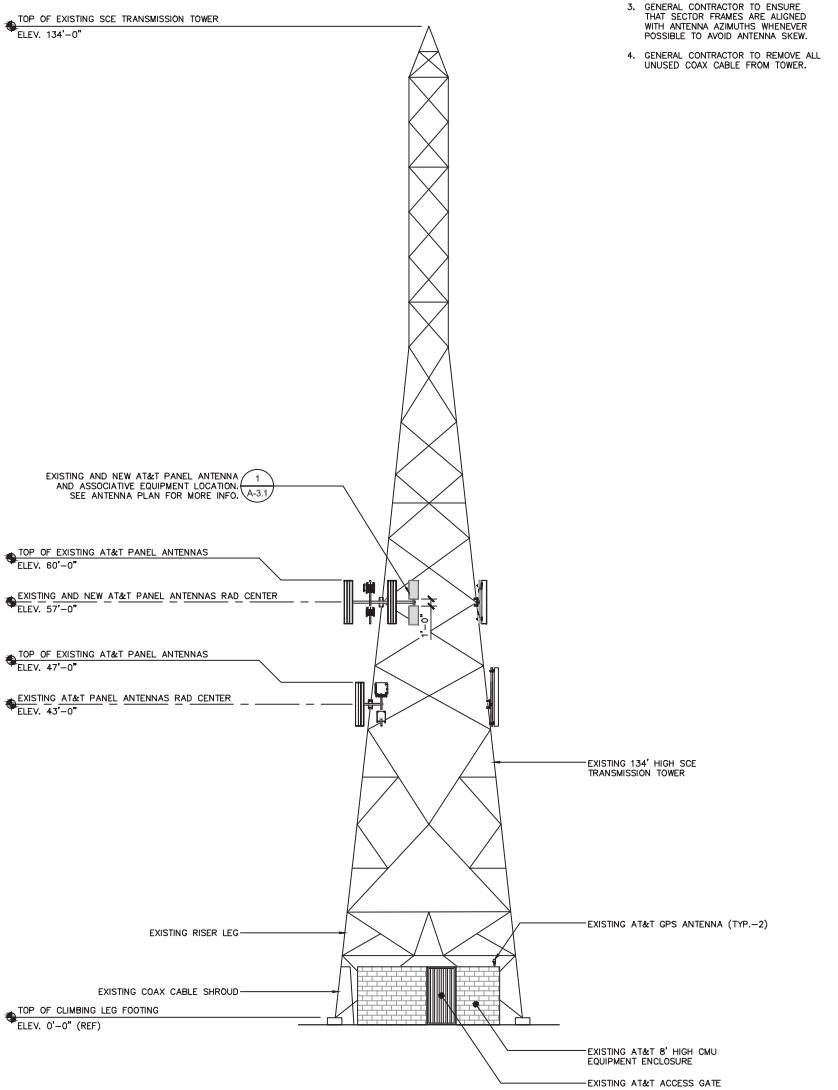
A-2

SCALE NOTE:
IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.



EXISTING NORTHWEST ELEVATION | SCALE 1/8"=1'-0" | 8' 0 4' 8' 16' 32' | 1

NOTES:
1. ALL ANTENNAS AND ASSOCIATED EQUIPMENT MUST MAINTAIN 1' CLEARANCE FROM ALL TOWER STEEL.
2. ALL MEASUREMENTS SHALL BE TAKEN FROM THE TOP OF THE EXISTING CLIMBING LEG FOOTING FOR SCE INSTALLATIONS.
3. GENERAL CONTRACTOR TO ENSURE THAT SECTOR FRAMES ARE ALIGNED WITH ANTENNA AZIMUTHS WHENEVER POSSIBLE TO AVOID ANTENNA SKEW.
4. GENERAL CONTRACTOR TO REMOVE ALL UNUSED COAX CABLE FROM TOWER.



NEW NORTHWEST ELEVATION | SCALE 1/8"=1'-0" | 8' 0 4' 8' 16' 32' | 2

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CHECKED BY:	JJD

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EXP. 12/31/22

PROJECT INFORMATION:
CLU4472
SCE PHILADELPHIA
PHILADELPHIA AND GREEN
VISTA DR.
FONTANA, CA 92337

SHEET TITLE:
EXISTING AND NEW ELEVATIONS

SHEET NUMBER:
A-5

SCALE NOTE:
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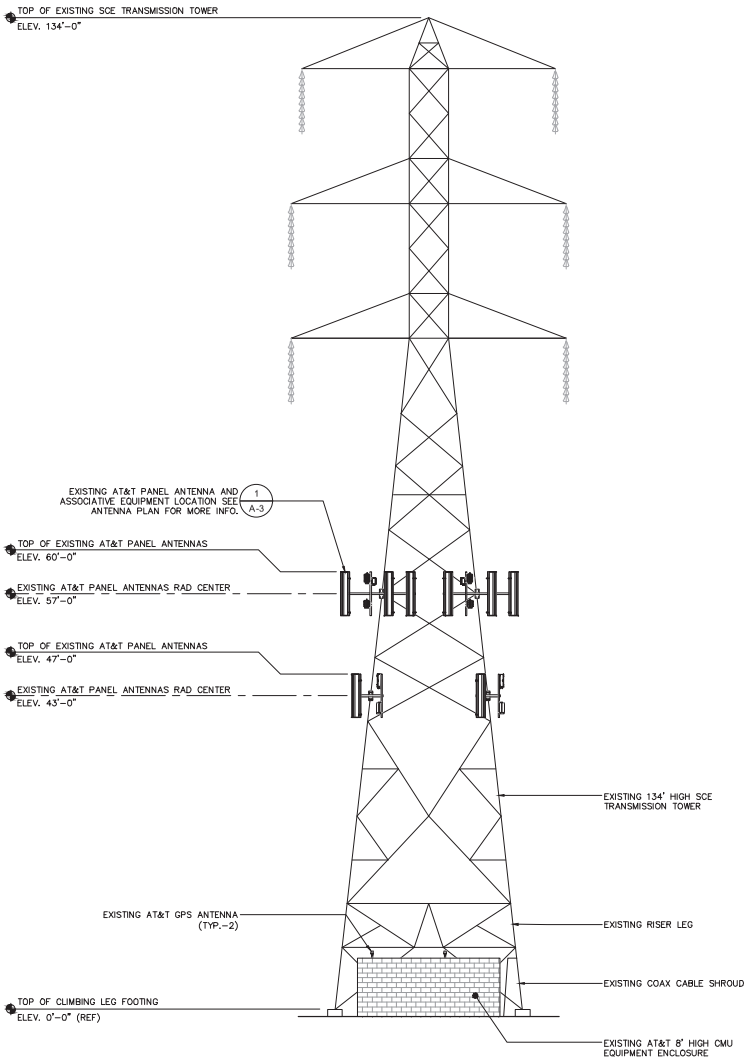

EXISTING NORTHEAST ELEVATION

SCALE 1/8"=1'-0" (8' 0 4' 8' 16' 32')

1

NOTES:
1. ALL ANTENNAS AND ASSOCIATED EQUIPMENT MUST MAINTAIN 1' CLEARANCE FROM ALL TOWER STEEL.
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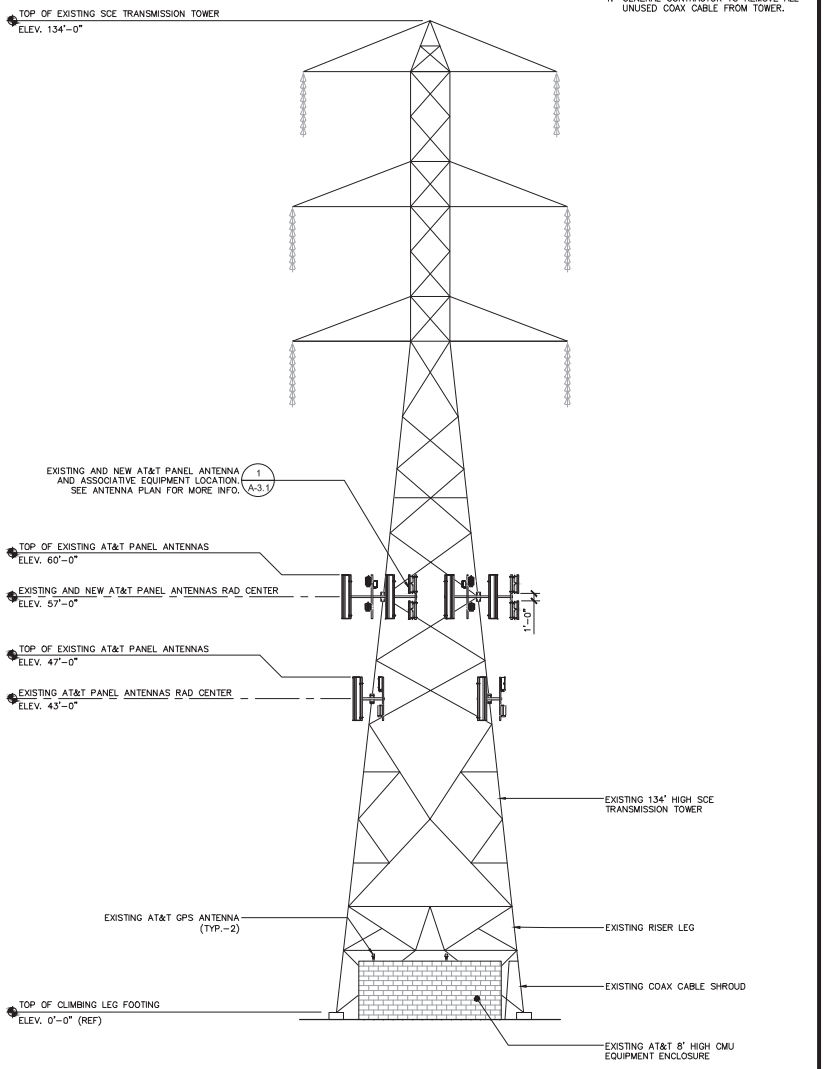

NEW NORTHEAST ELEVATION

SCALE 1/8"=1'-0" (8' 0 4' 8' 16' 32')

2

APPLICANT:
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0	04/20/22	100% CONSTRUCTION DRAWING
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LICENSEE:
REGISTERED PROFESSIONAL ENGINEER CHRIS S. LEE 78549 CIVIL STATE OF CALIFORNIA
EXP. 12/31/22

PROJECT INFORMATION:
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PHILADELPHIA AND GREEN VISTA DR.
FONTANA, CA 92337

SHEET TITLE:
EXISTING AND NEW ELEVATIONS

SHEET NUMBER:
A-6

SCALE NOTE:
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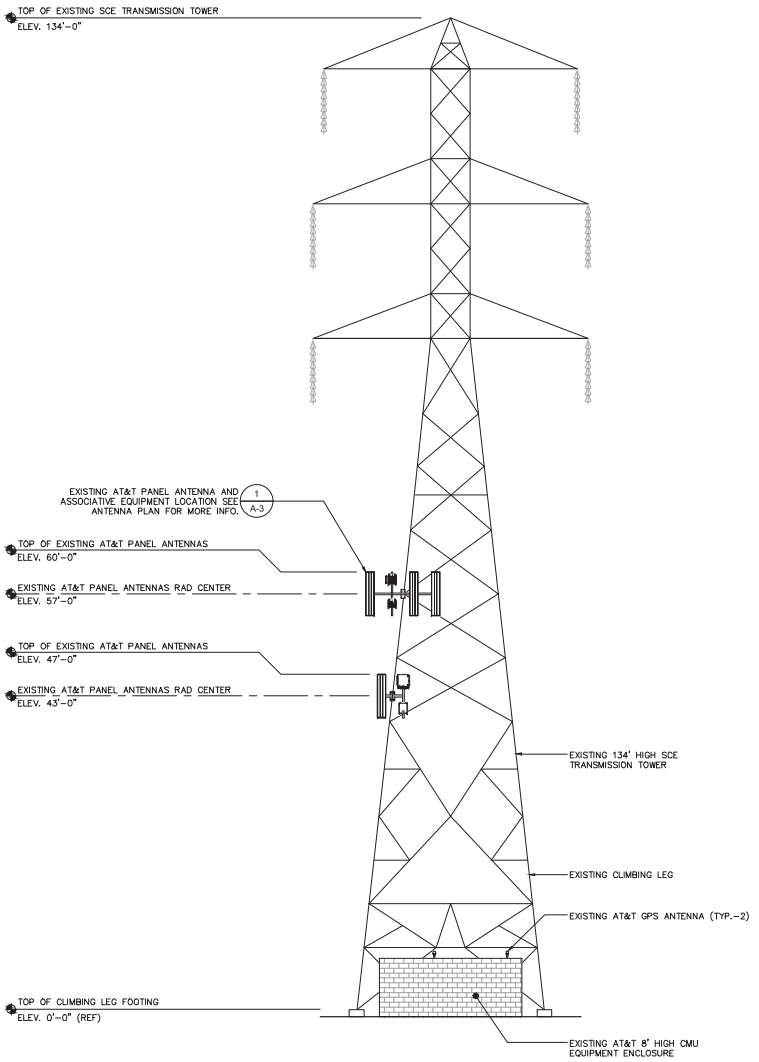

EXISTING SOUTHWEST ELEVATION | SCALE 1/8"=1'-0" | 8' 0 4' 8' 16' 32' | 1

NOTES:
1. ALL ANTENNAS AND ASSOCIATED EQUIPMENT MUST MAINTAIN 1' CLEARANCE FROM ALL TOWER STEEL.
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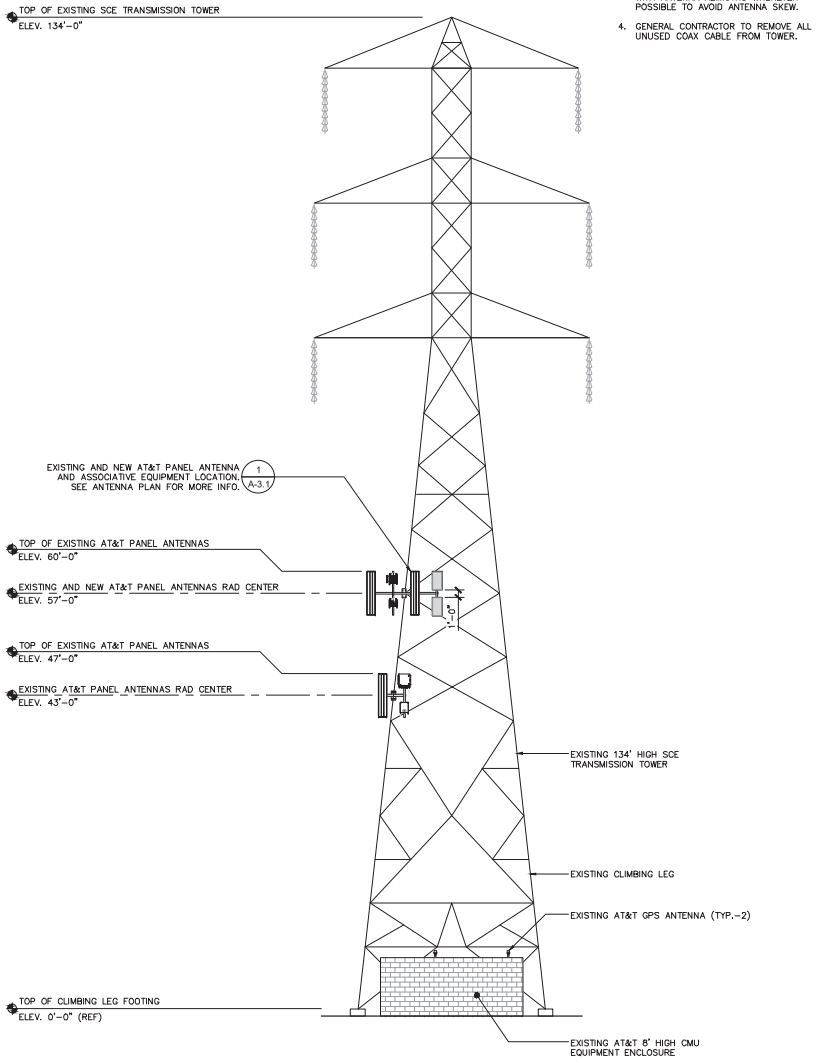

NEW SOUTHWEST ELEVATION | SCALE 1/8"=1'-0" | 8' 0 4' 8' 16' 32' | 2

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LICENSEE:
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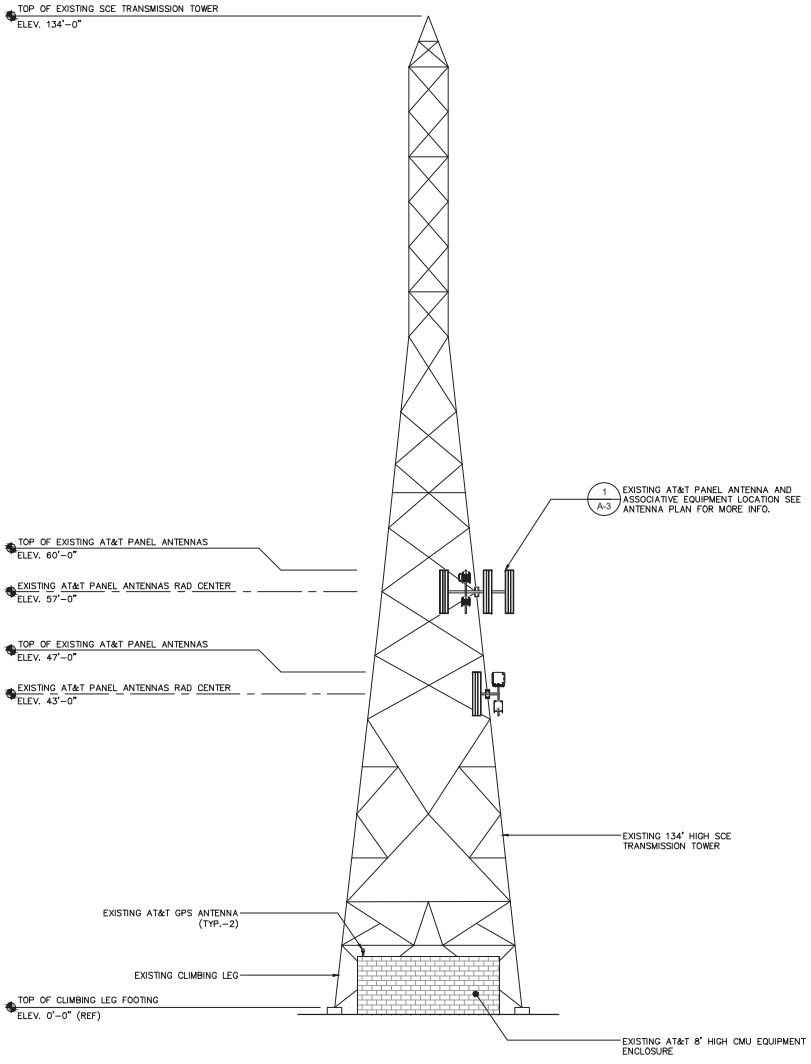
VISTA DR.
FONTANA, CA 92337

SHEET TITLE:
EXISTING AND NEW ELEVATIONS

SHEET NUMBER:
A-4

SCALE NOTE:
IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.

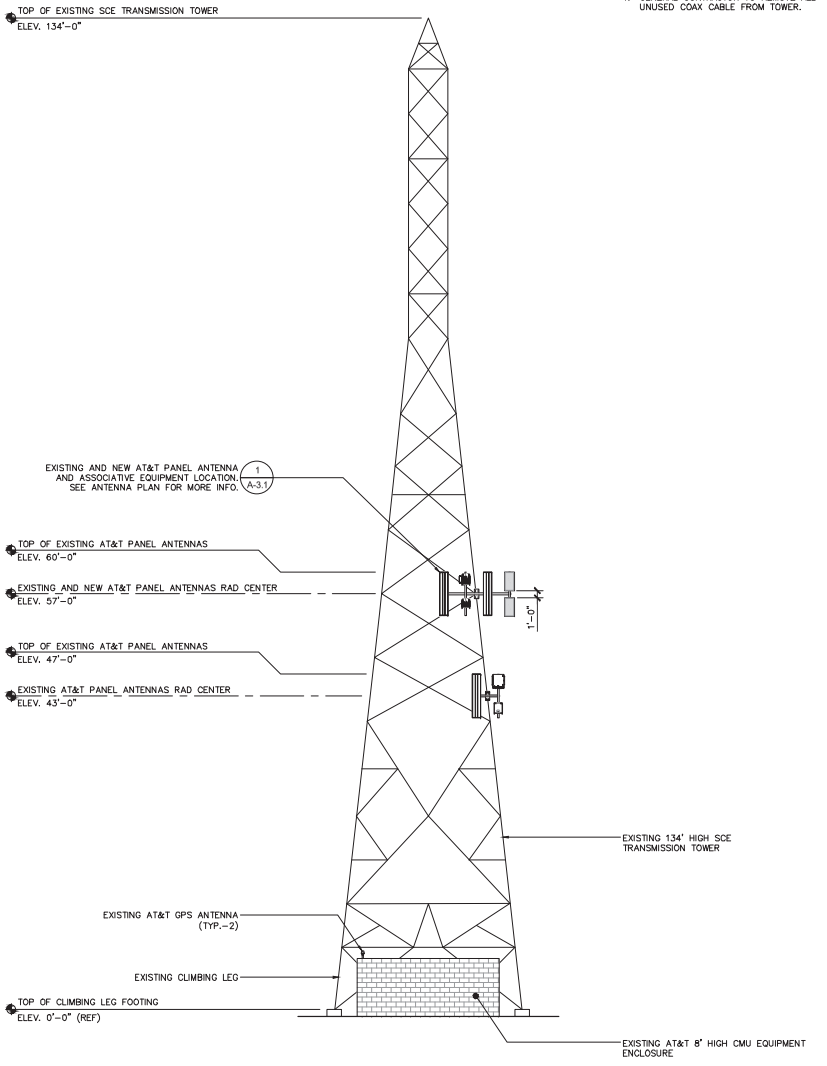


EXISTING SOUTHEAST ELEVATION

SCALE 1/8"=1'-0" (8' 0 4' 8' 16' 32')

1

NOTES:
1. ALL ANTENNAS AND ASSOCIATED EQUIPMENT MUST MAINTAIN 1' CLEARANCE FROM ALL TOWER STEEL.
2. ALL MEASUREMENTS SHALL BE TAKEN FROM THE TOP OF THE EXISTING CLIMBING LEG FOOTING FOR SCE INSTALLATIONS.
3. GENERAL CONTRACTOR TO ENSURE THAT SECTOR FRAMES ARE ALIGNED WITH ANTENNA AZIMUTHS WHENEVER POSSIBLE TO AVOID ANTENNA SKEW.
4. GENERAL CONTRACTOR TO REMOVE ALL UNUSED COAX CABLE FROM TOWER.



NEW SOUTHEAST ELEVATION

SCALE 1/8"=1'-0" (8' 0 4' 8' 16' 32')

2

APPLICANT:
The new at&t
1452 EDINGER AVENUE,
3RD FLOOR
TUSTIN, CA 92780

ENGINEER:
Eukon
an SFC Communications, Inc. Company
65 POST, SUITE 1000
IRVINE, CA 92618
TEL: (949) 553-8566
www.eukongroup.com

THIS PAGE CONTAINS CONFIDENTIAL, PROPRIETARY OR TRADE SECRET INFORMATION EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW.

DRAWN BY:	AS
CHECKED BY:	JJD

REVISIONS:

REV.	DATE	DESCRIPTION
4	12/08/22	SCE COMMENTS
3	10/13/22	PLAN CHECK COMMENTS
2	09/15/22	PLAN CHECK COMMENTS
1	08/01/22	PLAN CHECK COMMENTS
0	04/20/22	100% CONSTRUCTION DRAWING
A	02/14/22	90% CONSTRUCTION DRAWING

LICENSEE:
REGISTERED PROFESSIONAL ENGINEER CHRIS S. LEE 78549 CIVIL STATE OF CALIFORNIA
EXP. 12/31/22

PROJECT INFORMATION:
CLU4472
SCE PHILADELPHIA
PHILADELPHIA AND GREEN
VISTA DR.
FONTANA, CA 92337

SHEET TITLE:
EXISTING AND NEW ELEVATIONS

SHEET NUMBER:
A-7

CONTROL NO. 26507 ROLL NO. 83 FRAME NO. 125 DATE 04-18-83

FORM SW 40 REV. 8M 1-48

RIGHT-OF-WAY EASEMENT

THE UNDERSIGNED, LUY DALCAMO and CAROLINA DALCAMO, husband and wife, and SAN BARRILE and DOMENICA BARRILE, husband and wife,

for and in consideration of the sum of Ten Dollars ($10.00), lawful money of the United States, paid by SOUTHERN CALIFORNIA EDISON COMPANY LTD., a Corporation, receipt whereof is hereby acknowledged, hereby grants, bargains, sells and conveys unto said SOUTHERN CALIFORNIA EDISON COMPANY LTD., a Corporation, its successors and assigns, those permanent and exclusive easements and rights of way to construct, reconstruct, maintain, operate, enlarge, improve, remove, repair and renew an electric transmission line consisting of a line of steel towers, wires, cables and other structures, including ground wires, both overhead and underground, and communication circuits with necessary and convenient foundations, insulators and cross-arms placed on said towers, and other appurtenances connected therewith, convenient and necessary for the construction, maintenance, operation, regulation, control and grounding of electric transmission lines for the purpose of transmitting, distributing, regulating, using and controlling electric energy, together with the right and easement for roads, ingress, egress and other convenient purposes needed or desired at any time by the grantee, and the right and easement to construct, reconstruct, maintain and operate the same, and the right to clear and keep clear said easements and the real property affected thereby, free from explosives, buildings, structures, trees, brush and inflammable materials, for the protection from fire and other hazards; in, under, upon, over and across a strip of land 150 feet wide upon the following described lands and premises, situated in the County of San Bernardino, State of California, to-wit:

Lots 21, 50, 51 and 52 in Tract No. 2152, as per map recorded in Book 31, pages 89 and 91, of Maps, records of said County of San Bernardino.

SAN BERNARDINO
RECORDED
INST. 33 DATE 19 Dec 1945
BOOK 1859 PAGE 46
O.R. ☒ DEEDS ☐ M.R. ☐

Said strip of land is described as follows:

That portion of a strip of land, 150 feet wide, within the above described land of the Grantor, the center line of said strip of land being described as follows:

Beginning at a point in the North line of the Southeast one-quarter of Section 34, in Township 1 South, Range 6 West, S.B.B.& M., which point is North 89° 55' 38" West, 999.44 feet, measured along said North line, from a one-inch iron pipe set for the East one-quarter corner of said Section 34; said point of beginning being also South 89° 55' 38" East, 1647.09 feet, more or less, measured along said North line, from a one and one-half inch iron pipe set for the center of said Section 34; thence from said point of beginning South 43° 48' 23" West, 3668.03 feet, more or less, to a point in the South line of said Tract No. 2152, said South line being also the South line of said Section 34, which point is South 89° 42' 47" East, 605.39 feet, measured along said South line, from a one and one-half inch iron pipe set for the intersection of said South line with the center line of Fontana Avenue, as said Fontana Avenue is shown, 50 feet wide, on map of said Tract No. 2152.

The Northwesterly boundary line of said strip of land to be extended Southwesterly so as to terminate in said South line of Tract No. 2152.

CONTROL NO. 26507
ROLL NO. 83
FRAME NO. 1251
DATE 04-18-83

Grantee shall have the right to use existing roads and make such additions thereto, on the lands of the Grantor, as shall be convenient and necessary to the Grantee's use of said Right of Way.

Together with all necessary and convenient means of ingress and egress to and from said above described right of way strip, for the uses and purposes and the exercising of the rights herein granted. Said right of entry may be exercised by trucks, automobiles or other vehicles or by foot, as may suit the convenience of said grantee, its successors or assigns.

The Grantors reserve the rights for water pipe lines and roads under and across the land described in this easement provided these rights do not interfere with operation and maintenance of the transmission lines of the Grantee.

Grantee shall have the right to install and to use gates in any fences which are now or may be hereafter constructed on said lands of the grantor, for the purpose of permitting convenient entry to said right of way strip. Any gates which are installed by Grantee on said lands shall be locked with grantee's locks, and also, if the grantor so desires, may be locked with the grantor's locks, in such a manner that either can lock or unlock the gates. Any gates which are installed and locked by the grantor and used by the grantee shall be locked also by the grantee's locks so that either can lock or unlock the gates.

Grantee shall have the right to make such surface cuts within said right of way strip as may be necessary to maintain the clearance from conductors to the surface of the ground that may be required by the orders of the State Railroad Commission, or other Governmental body having jurisdiction thereof, or as may be necessary for the economical construction, maintenance and operation of said transmission line.

The grantor, his heirs, successors or assigns, shall have the right to cultivate the land within the right of way strip for any and all crops which may be grown thereon, without interference with the rights herein granted to the grantee, its successors or assigns, provided that said grantor, his heirs, successors or assigns, in the use of said land, shall not permit or allow any accumulation of explosive or inflammable materials within the said right of way strip or so near thereto as to constitute, in the opinion of the grantee, its successors or assigns, a menace or danger to said transmission lines. In case the grantor, his heirs or assigns, shall grow orchard or other trees within the limits of said right of way strip, they shall not permit the same to attain a height in excess of 10 feet above the surface of the ground, and in case any such trees shall grow taller than said height, then the grantee, its successors or assigns, shall have the right to trim the same in order to maintain said height as a maximum.

The Grantor grants to the Grantee, its successors and assigns, the right to trim or top and to keep trimmed or topped any and all trees on the lands of the Grantor adjacent to said right of way strip for a distance of 75 feet from the exterior lines of the right of way strip, to such heights as in the judgment of the Grantee, its successors and assigns, shall be reasonably necessary for the proper construction, operation and maintenance of said electric lines, but at no point outside the right of way strip to a height less than 50 feet.

It is understood and agreed that the grant of this easement does not convey to the Grantee any right, title or interest in any oil, gas or hydrocarbon substances or minerals within the limits of the right of way or otherwise, but that the Grantor, in prospecting for or developing oil, gas, hydrocarbon substances or minerals, will do so from adjacent land and in such a manner as not to interfere with the structures erected by the Grantee or with the operation of the transmission line of the Grantee.

It is further understood and agreed that no other easement or easements shall be granted on, under or over said strip of land by the grantor to any person, firm or corporation without the previous written consent of said grantee.

CONTROL NO. 26507
ROLL NO. 83
FRAME NO. 1252
DATE 04-18-83

TO HAVE AND TO HOLD the above mentioned easements and rights unto SOUTHERN CALIFORNIA EDISON COMPANY LTD., its successors and assigns forever.

IN WITNESS WHEREOF, we have hereunto set our hand s this 25th day of October, 1945

WITNESS:

Olga Grassi

Sam Barrila
Domenico Barrile
Luy Dalsamo
Carolina Dalsamo

STATE OF California
COUNTY OF San Bernardino } ss.

On this 25th day of October, 1945, before me, Ruth M. Frankish, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared Sam Barrila, Domenico Barrile, Luy Dalsamo and Carolina Dalsamo known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County, the day and year in this certificate first above written.

Ruth M. Frankish

My Commission Expires February 9, 1949

Notary Public in and for the County of San Bernardino State of California

STATE OF CALIFORNIA,
COUNTY OF California } ss.

On this 25th day of October in the year one thousand, nine hundred and forty-five A.D., before me, Ruth M. Frankish, a Notary Public in and for said County, personally appeared Olga Grassi personally known to me to be the same person whose name is subscribed to the within instrument as a subscribing witness thereto, who, being by me duly sworn, deposed and said that she resides in the County of San Bernardino, State of California, that she was present and saw Sam Barrila, Domenico Barrile, Luy Dalsamo and Carolina Dalsamo personally known to her to be the same persons described in and whose names are subscribed to the within instrument as a party thereto, sign, execute and deliver the same; and that they acknowledged to said affiant that they executed the same; and that she, the affiant, then and there subscribed her name to said instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County, the day and year in this certificate first above written.

Ruth M. Frankish

My Commission Expires January 9, 1949

Notary Public in and for the County of San Bernardino State of California

CONTROL NO. 26507
ROLL NO. 83-
FRAME NO. 1253
DATE 04-18-83

D & T-SA

170708

33

Escrow No. TO-6495-A

INDEXED

Return to Bank of America NT & SA
Ontario Branch
ONTARIO, California

RECORDED AT REQUEST OF
SECURITY TITLE INS. & GUARANTEE CO.
DEC 19 1945
8 A.M.
In Book 1859
Page 15
Official Records
SAN BERNARDINO COUNTY, CALIF.
Fred R. Barbuto
County Recorder
By [illegible] Deputy
[illegible] Deputy
K. WRIGHT

3.00
25

File #: 26-0786
Agenda #: A.

Agenda Date: 4/14/2026
Category: Public Hearing

FROM:
Planning Department

SUBJECT:
Master Case No. 26-0007 and Municipal Code Amendment No. 26-0001: Fontana Municipal Code amendments to Chapter 30 to modify multiple sections of the Zoning and Development Code, including modifications to definitions and uses related to medical land uses in commercial zones, the definition and regulation of business parks, screening requirements for loading areas in industrial zones, and regulations in the Form-Based Code zone, including the definition of frontage coverage, maximum setback standards in the Route 66 Gateway sub-district, glazing requirements for the Shopfront frontage type, and landscaping in parking areas, pursuant to a categorical exemption from the California Environmental Quality Act ("CEQA") in accordance with CEQA Guidelines Sections 15060(c), 15378, and 15061(B)(3).

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

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

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

COUNCIL GOALS:

- Promote economic development by pursuing business attraction, retention, and expansion.
- Promote economic development by being business friendly at all levels and striving to constantly improve the city's competitiveness.
- Provide a diverse range of housing types and levels of affordability while addressing

homelessness in the community by promoting diverse range of housing projects and levels of affordability.

DISCUSSION:

BACKGROUND

The City of Fontana's Zoning and Development Code regulates the development of commercial, industrial and residential projects. Staff conducts ongoing reviews of the Municipal Code to determine where language within the code would benefit from updates, clarification, redefinition, or additions to help streamline and facilitate the development process and commercial business activity.

On March 17, 2026, the Planning Commission considered a request for an amendment to Chapter 30 regarding Municipal Code Amendment No. 26-0001. The Planning Commission voted unanimously to approve a resolution recommending that the City Council approve the proposed ordinance.

PROJECT DESCRIPTION

Municipal Code Amendment No. 26-0001 provides updates to Section 30 (Zoning and Development Code) as described below. A detailed list of the proposed amendments is provided within Exhibit "A" of the Ordinance.

ANALYSIS

The request includes the following modifications:

Definition of acute care and urgent care - Addition of definition of acute care and urgent care medical uses to provide a clear delineation between the uses.

Medical uses in commercial zones - Modifications to allowable land uses in the Community Commercial (C-1) and General Commercial (C-2) zones to allow urgent care uses as they are similar to typical medical offices. Acute care uses will continue to be disallowed.

Definition of business parks - Modification to the definitions to eliminate unnecessary and redundant definitions of terms that do not appear elsewhere in the Zoning and Development Code and to clarify the type of development that qualifies as a business park.

Modification to special use regulations pertaining to business parks - Exclusion of business parks from the special use regulations applicable to warehousing distribution and logistics land uses in the Light Industrial (M-1) zone.

Screening of loading areas in Industrial zones - Modifications to clarify that the requirement to screen loading areas applies to dock doors and truck courts.

Definition of frontage coverage in Form-Based Code zone - Modification to the definition of frontage coverage in the Form-Based Code zone to ensure clarity and uniform application.

Maximum setback standards in Form-Based Code zone - Modification to required maximum setback for buildings in the Route 66 Gateway subdistrict of the Form-Based Code zone to allow for a greater setback and consistency with existing development in the area.

Glazing requirements for the Shopfront frontage type - Modification to allow the use of spandrel glass to fulfill the minimum glazing requirement for this frontage type.

Landscaping in parking areas in Form-Based Code zone - Modifications to require that mixed-use or commercial development parking areas comply with landscaping requirements applicable to similar development in other zones.

In summary, the proposed amendments will provide for flexibility and streamlining of the City's Zoning and Development Code to facilitate desirable development within the City.

ENVIRONMENTAL REVIEW:
The proposed ordinance is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c), 15378, and 15061(B)(3) (the common-sense exemption), and Sections No. 3.01, 3.22 and 10.59 of the 2019 Local Guidelines for Implementing CEQA, in that the ordinance is covered by the rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and also by the common sense exemption which provides that, where it can be determined with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed amendments are minor in nature and do not have the potential for causing significant impacts on the environment; therefore, the exemptions are appropriate.

ATTACHMENTS:
Attachment No. 1 - Ordinance
Attachment No. 2 - Planning Commission Packet
Attachment No. 3 - Planning Commission Minutes
Attachment No. 4 - Public Hearing Notice

FISCAL IMPACT:
None.

MOTION:
Accept staff's recommendation.

ORDINANCE NO. 1985

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

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

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

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

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

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

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

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

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

ATTACHMENT NO. 1

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

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

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

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

WHEREAS, the amendments in MCA No. 26-0001 are consistent and compatible with the General Plan and are in line with goals, policies and objectives of the City, the Housing Element policies and the Zoning and Development Code; and

WHEREAS, the amendments in MCA No. 26-0001 are in conformity with appropriate land use practices and will establish appropriate development standards for the land use designations; and

WHEREAS, the amendments in MCA No. 26-0001 attached hereto as Exhibit "A" and incorporated herein by reference, will not be detrimental to the public health, safety and general welfare, nor will it adversely affect the orderly development of property; and

WHEREAS, on March 17, 2026, the Fontana Planning Commission ("Planning Commission") held a public meeting on MCA No. 26-0001 where it received evidence and public testimony on the Code amendments and recommended that the Fontana City Council ("City Council") determine that the amendments are exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c), 15378, and 15061(B)(3) (the common-sense exemption), and Sections No. 3.01, 3.22, and 10.59 of the 2019 Local Guidelines for Implementing CEQA. in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

WHEREAS, the Planning Commission carefully considered all information pertaining to the municipal code amendments, including the staff report, and all the information, evidence, and testimony presented at its public hearing on March 17, 2026; and

WHEREAS, on April 14, 2026, the City Council held a public hearing on MCA No. 26-0001 where City Council received evidence and public testimony pertaining to the Zoning and Development Code amendments and documentation from the Planning Commission's public hearing on March 17, 2026; and

WHEREAS, the City Council carefully considered all information pertaining to MCA No. 26-0001 that was presented at its public hearing on April 14, 2026; and

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

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

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

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

Section 3. Municipal Code Amendment Findings. The City council hereby makes the following finding for MCA No. 26-0001 in accordance with Section 30-40 "Purpose" of the Fontana Zoning and Development Code:

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

Finding of Fact: The proposed Municipal Code Amendments will clarify and streamline the City's development requirements and processes while facilitating housing, commercial development and supporting the business community. As such, they promote the General Plan goals of adequate housing to meet the needs of all residents in Fontana and promoting a diversified economy.

Section 4. Development Code Amendment Approval. Based on the foregoing, the City Council hereby approves the amendments as set forth in MCA No. 26-0001, which is attached hereto as Exhibit "A" and incorporated herein by reference as fully set forth herein.

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

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

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

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

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

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

APPROVED AND ADOPTED this 14th day of April 2026.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk

“EXHIBIT A”

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

ARTICLE I. – GENERAL PROVISIONS AND DEFINITIONS

Sec. 30-12. – List of Definitions

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

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

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

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

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

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

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

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

…

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

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

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

…

Remainder of section to remain unchanged

ARTICLE III – FORM BASED CODE

Sec. 30-358. – List of definitions.

…

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

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

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

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

…

Remainder of section to remain unchanged

Sec. 30-368. Route 66 gateway district.

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

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

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

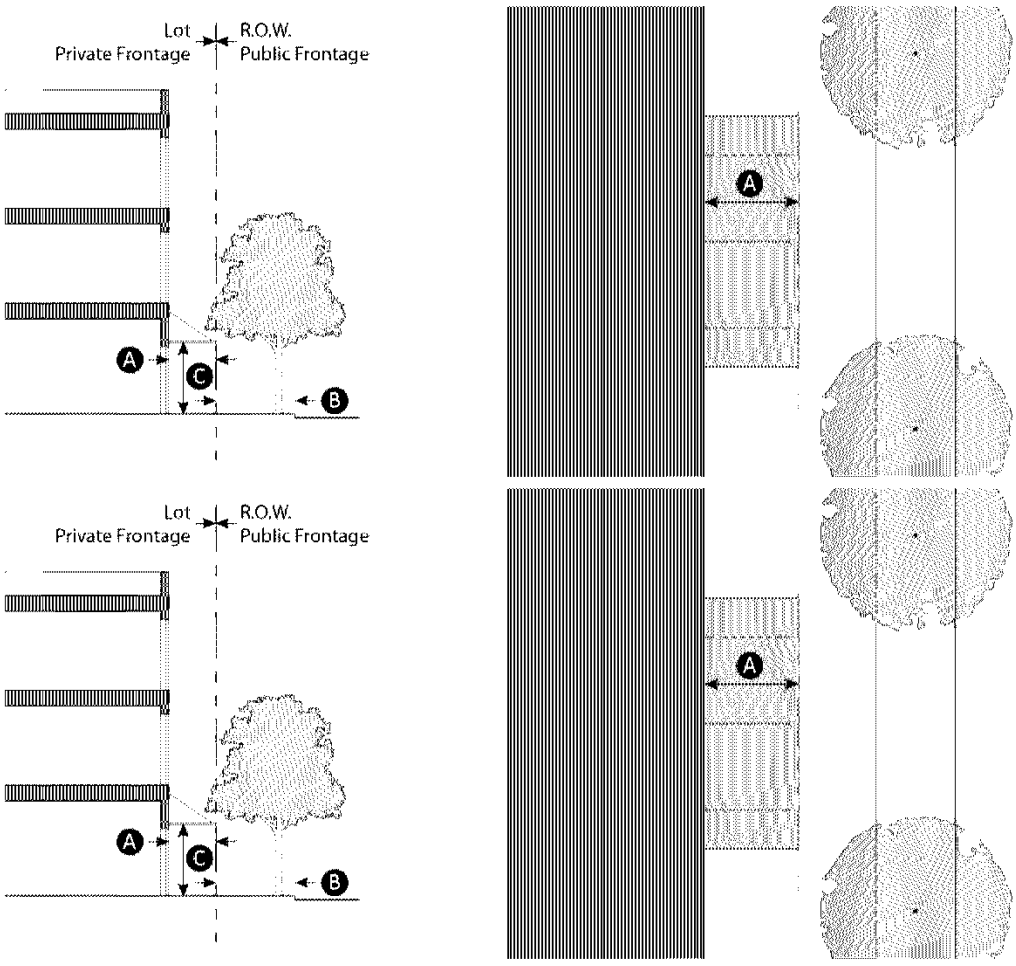
Allowed Building Types	Min		Max.	
	Stories/ft.	Lot W/D	Stories/ft.	Lot W/D
Flex	1/30	25/100	4/60	400/150
Hybrid	3/40	150/160	5/70	400/150
Liner	1/24	100/100	5/70	200/150
Live/Work	1/24	75/80	3/40	150/150
Rowhouse	2/24	75/80	3/40	150/150
Frontage Coverage			50% minimum	
Story Height				
Ground Floor	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

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

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

Remainder of section to remain unchanged.

Sec. 30-386. Shopfront.



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

Size

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

Awning

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

Design Standard

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI. – COMMERCIAL AND MIXED-USE ZONING DISTRICTS

Sec. 30-489. Uses permitted.

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

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

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

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

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

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

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

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

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

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

ARTICLE VII. – INDUSTRIAL ZONING DISTRICTS

Sec. 30-532. – Special use regulations.

…

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

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

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

Remainder of section to remain unchanged

Sec. 30-538. – Screening.

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

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

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

(d) *Loading areas screening.*

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

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

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

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

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

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

File #: 26-0787
Agenda #: PH-B

Agenda Date: 3/17/2026
Category: Public Hearing

FROM:
Planning Department

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

RECOMMENDATION:
Based on information on the staff report staff recommends that the Planning Commission adopt Resolution No. PC 2026-___; and,

1. Determine that the Ordinance is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c), 15061(B)(3) (the common-sense exemption), and 15378 and Sections No. 3.01, 3.22, and 10.59 of the 2019 Local Guidelines for Implementing CEQA, in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment where it can be with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and,

2. Approve a resolution recommending that the City Council adopt an Ordinance for Municipal Code Amendment (MCA) No. 26-0001 to amend Chapter 30 of the Municipal Code.

APPLICANT:
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335

LOCATION:
Citywide

REQUEST:
Municipal Code Amendment (MCA) No. 26-0001 to amend multiple sections of the Zoning and Development Code, including modifications to medical land uses in commercial zones, the definition and regulation of business parks, screening requirements for loading areas in industrial zones, and regulations in the Form-Based Code zone, including the definition of frontage coverage, maximum setback standards in the Route 66 Gateway sub-district, glazing requirements for the Shopfront

frontage type, and landscaping in parking areas.

PROJECT PLANNER:
Cecily Session-Goins, Associate Planner

BACKGROUND INFORMATION:
The City of Fontana Zoning and Development Code regulates the development of commercial, industrial, and residential projects. Staff conducts ongoing reviews of the municipal code to determine where language within the code would benefit from updates, clarification, and/or redefinition to the help streamline zoning and facilitate the development process.

PROJECT DESCRIPTION:
The City initiated Municipal Code Amendment No. 26-0001 to update Chapter 30 (Zoning and Development Code) as summarized below; a detailed list of the proposed amendments is provided within Exhibit "A" of the Planning Commission Resolution provided as Attachment No. 1.

ANALYSIS:
Definition of acute care and urgent care - Addition of definition of acute care and urgent care medical uses to provide a clear delineation between the uses.

Definition of business parks - Modification to the definitions to eliminate unnecessary and redundant definitions of terms that do not appear elsewhere in the Zoning and Development Code and to clarify the type of development that qualifies as a business park.

Medical uses in commercial zones - Modifications to allowable land uses in the Community Commercial (C-1) and General Commercial (C-2) zones to allow urgent care uses as they are similar to typical medical offices. Acute care uses will continue to be disallowed.

Definition of frontage coverage in Form-Based Code zone - Modification to the definition of frontage coverage in the Form-Based Code zone to ensure clarity and uniform application.

Maximum setback standards in Form-Based Code zone - Modification to required maximum setback for buildings in the Route 66 Gateway subdistrict of the Form-Based Code zone to allow for a greater setback and consistency with existing development in the area.

Glazing requirements for the Shopfront frontage type - Modification to allow the use of spandrel glass to fulfill the minimum glazing requirement for this frontage type.

Landscaping in parking areas in Form-Based Code zone - Modifications to require that mixed-use or commercial development parking areas comply with landscaping requirements applicable to similar development in other zones.

Modification to special use regulations pertaining to business parks - Exclusion of business parks from the special use regulations applicable to warehousing distribution and logistics land uses in the Light Industrial (M-1) zone.

Screening of loading areas in Industrial zones - Modifications to clarify that the requirement to

screen loading areas applies to dock doors and truck courts.

In summary, the proposed amendments will provide for flexibility and streamlining of the City's Zoning and Development Code to facilitate desirable development within the City.

MOTION:
Approve staff's recommendation

ATTACHMENTS:
Attachment No. 1 - Planning Commission Resolution
Attachment No. 2 - Notice of Exemption
Attachment No. 3 - Public Hearing Notice

RESOLUTION NO. PC 2026 -____

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

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

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

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

WHEREAS, the General Plan includes policies and actions calling for numerous updates to the FMC; and

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

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

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

ATTACHMENT NO. 1

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

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

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

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

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

WHEREAS, the Fontana Planning Commission ("Planning Commission") recommends that the Fontana City Council ("City Council") determine that the amendments qualify for a categorical exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c), 15061(B)(3) (the common-sense exemption), and Sections No. 3.01, 3.22, and 10.59 of the 2019 Local Guidelines for Implementing CEQA. Furthermore, Planning Commission recommends that City Council finds that the amendments are nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

WHEREAS, on March 17, 2026, the Planning Commission carefully considered all information pertaining to the municipal code amendments, including the staff report, and all the information, evidence, and testimony presented at its public hearing on March 17, 2026; and

WHEREAS, the amendments are consistent and compatible with the General Plan, and that the updates are in line with goals, policies and objectives of the City; the Housing Element policies and the Zoning and Development Code; and

WHEREAS, the amendments will be in conformity with best land use practices and will establish appropriate development standards for the land use designations; and

WHEREAS, the amendments to the FMC that are attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the amendments will not be detrimental to the public health, safety, and general welfare, will not adversely affect the orderly development of property, will better express the City's policies, and will generally promote good land use planning and regulation; and

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

NOW, THEREFORE, the Planning Commission RESOLVES as follows:

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

Section 2. CEQA. The Planning Commission hereby recommends that the City Council determine that this ordinance qualifies for a categorical exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c), 15061(B)(3) (the common-sense exemption), and 15378 and Sections No. 3.01, 3.22, and 10.59 of the 2019 Local Guidelines for Implementing CEQA, that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; therefore, a Notice of Exemption has been prepared.

Section 3. Municipal Code Amendment. The Planning Commission hereby makes the following finding for MCA No. 26-0001 in accordance with Section 30-45(b) "Hearing-Planning Commission" development code amendments of the Fontana Zoning and Development Code:

Finding: **The proposal substantially promotes the goals of the City's general plan.**

Finding of Fact: The proposed Municipal Code Amendments will clarify and streamline the City's development requirements and processes while facilitating housing, commercial development and supporting the business community. As such, they promote the General Plan goals of adequate housing to meet the needs of all residents in Fontana and promoting a diversified economy.

Section 4. Recommendation of Approval. Based on the foregoing, the Planning Commission hereby recommends that the City Council adopt an ordinance approving MCA No. 26-0001 to amend multiple sections of the FMC as indicated in Exhibit "A" which is attached hereto and incorporated herein by reference.

Section 5. Resolution Regarding Custodian of Record: The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at the Planning Department, 8353 Sierra Avenue, Fontana, CA 92335. This information is provided in compliance with Public Resources Code section 21081.6.

Section 6. Certification. The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

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

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

APPROVED AND ADOPTED by the Planning Commission of the City of Fontana, California, at a regular meeting held on this 17th day of March 2026.

City of Fontana

_____
Joseph Armendarez, Chairperson

ATTEST:

I, Torrie Lozano, Secretary of the Planning Commission of the City of Fontana, California, do hereby certify that the foregoing resolution was duly and regularly adopted by the Planning Commission at a regular meeting thereof, held on the 17th day of March 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Torrie Lozano, Secretary

“EXHIBIT A”

AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30

(*Additions shown in underline, deletions shown in ~~strikeout~~)

ARTICLE I. – GENERAL PROVISIONS AND DEFINITIONS

Sec. 30-12. – List of Definitions

Text prior to remain unchanged

…

Acreage, gross means all land within a defined area, including private ownerships and future public rights-of-way, easements, etc.

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

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

…

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

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

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

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

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

…

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

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

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

…

Remainder of section to remain unchanged

ARTICLE III – FORM BASED CODE

Sec. 30-358. – List of definitions.

…

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

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

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

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

Sec. 30-368. Route 66 gateway district.

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

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

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

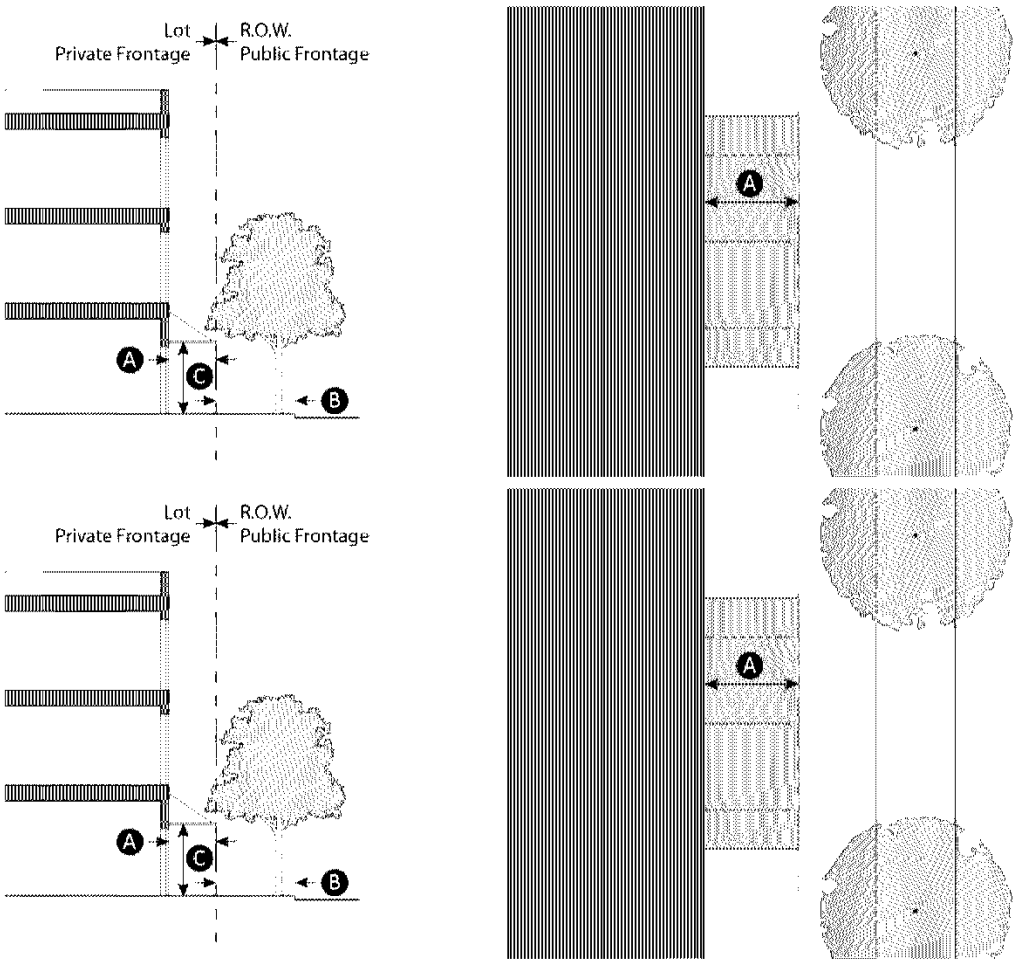
Allowed Building Types	Min		Max.	
	Stories/ft.	Lot W/D	Stories/ft.	Lot W/D
Flex	1/30	25/100	4/60	400/150
Hybrid	3/40	150/160	5/70	400/150
Liner	1/24	100/100	5/70	200/150
Live/Work	1/24	75/80	3/40	150/150
Rowhouse	2/24	75/80	3/40	150/150
Frontage Coverage			50% minimum	
Story Height				
Ground Floor	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

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

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

Remainder of section to remain unchanged.

Sec. 30-386. Shopfront.



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

Size

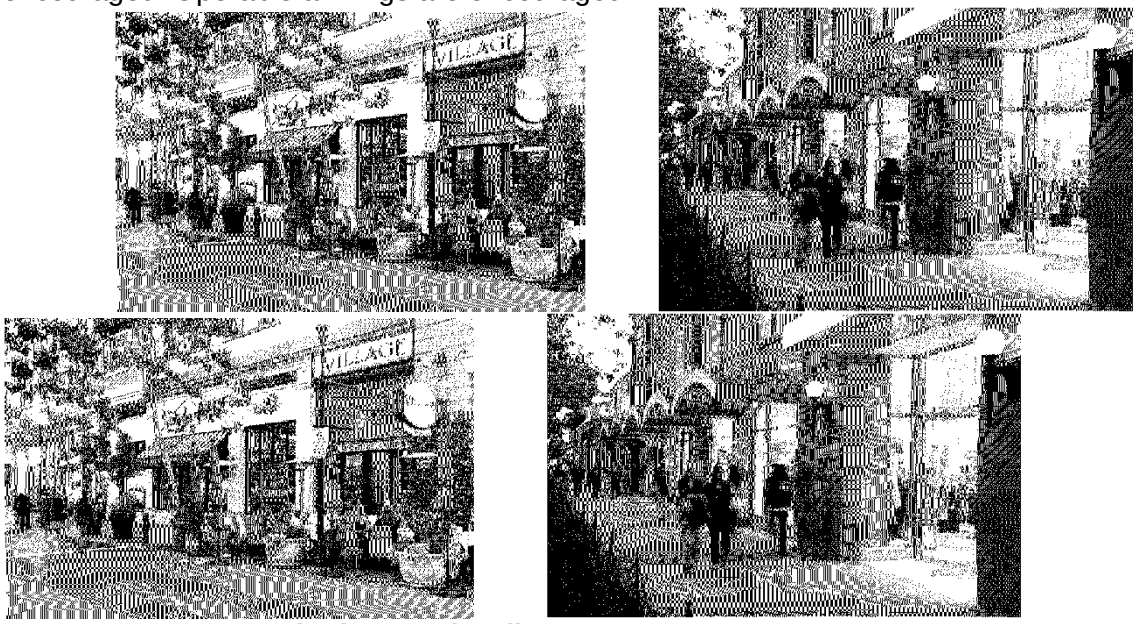
Ground floor transparency	40% min.
Ground floor transparency may be achieved through the use of spandrel glass or similar, to the satisfaction of the Director of Planning.	

Awning

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

Design Standard

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



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

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

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

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

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

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

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

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

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

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

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

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

(2) *Fence design.* Fences shall be constructed, designed and maintained as follows:

a. *Permitted materials.* Fencing visible from public view should be open work such as wrought iron and metal (tube) fences with design features. Masonry, stucco and plaster are permitted when deemed more appropriate to the design of the building on the project site.

b. *Fence maintenance.* Every fence shall be kept in good repair, consistent with the design thereof. The property owner shall be responsible for landscaping and maintaining the area, if any, between the property line and the owner's fence.

c. *Hazardous and prohibited materials.* Fences shall not incorporate barbed wire and razor wire, spiked tips, chain link of any kind, woven wire mesh ("chicken wire"), welded wire mesh, woven wire ("hog wire") rope, cable, railroad ties or any other similar materials or materials not specifically manufactured for permanent fencing.

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

ARTICLE VI. – COMMERCIAL AND MIXED-USE ZONING DISTRICTS

Sec. 30-489. Uses permitted.

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

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

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

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

Use	C-1	C-2	RMU
Retail Sales			
Adult businesses	P*	P*	—
Antique shop	P	P	P
Automobile sales agency with or without incidental repair and sales display area	—	C	C
Automobile supply store (no machine shop)	P	P	P
Bakery goods store	P	P	P
Bar, cocktail lounge	C	C	C
Bicycle shop	P	P	P
Boat sales with incidental repair and sales display area	—	C	C

Book store	P	P	P
Building materials, retail sale of (if contained within a completely enclosed building)	—	P	P
Building materials with outdoor storage	—	—** /P*	P*
Blueprinting establishment	—	P	P
Cannabis retailer, storefront (with City Permit)	P*	P*	—
Caterer	P	P	P
Clothing store	P	P	P
Computer store	P	P	P
Convenience store	P	P	P
Cafés (cyber, animal, gaming)	P** /C	P** /C	C
Department store	—	P	P
Discount store	P	P	P
Drugstore	P	P	P
Electrical Supply Store	P	P	P
Feed store	C	M	—
Florist shop	P	P	P
Furniture store	P	P	P
Garden furniture and supplies store	P*	P*	P*
Glass or mirror store	P	P	P
Grocery, fruit, vegetable, meat, fish, poultry, or delicatessen store	P	P	C
Hardware store	P*	P*	P*
Hobby supplies store	P	P	P
Home furnishing store	P	P	P
Household appliance store	P	P	P
Ice cream store	P	P	P
Ice storage locker (if not more than five-ton capacity)	P	P	P
Interior decorating shop	P	P	P
Jewelry and coin store	P	P	P
Liquor store	C	C	C
Micro-brewery	—	C	C
Newsstand	P	P	P
Novelties store	P	P	P
Nursery, plant (includes statuary sales)	P*	P*	P*
Paint and wallpaper shop	P	P	P
Pawn shop	—	C	C
Pet boarding	—	M	—
Pet shop	P	P	P
Plumbing supply store	—	P	P
Radio, television, and small electrical appliance shop (including repair when incidental to retail sales)	P	P	P
Restaurant, café, excluding those having dancing and/or floorshows. Alcohol beverages are not permitted.	P*	P*	P*

Restaurant and café with entertainment and/or dancing. Alcohol beverages permitted. (See Section 30-492 for alcohol beverage sales)	P*/C*	P*/C*	C*
~~Restaurant, café, without entertainment and/or dancing. alcohol beverages permitted. (See Section 30-492 for alcohol beverage sales)~~			
Restaurant, drive-thru and take out	P*	P*	P*
Secondhand store	—	P	P
Shoe store	P	P	P
Smoke/tobacco shop and vape shop	C	C	C
Sporting goods store	P	P	P
Swap meet (indoor/outdoor)	—	—	—
Tattoo establishments	P*	P*	P*
Trailer and mobile home sales and rental	—	P*	C
Truck and trailer sales (Properties fronting ~~v~~Valley ~~b~~Boulevard only)	—	C	—
Wholesale auto sales (requires one stall)	C	C	—
Warehousing sales, retail	C	P*	P*
Warehousing sales, wholesale	—	C	P*
Business and Professional Offices			
Administrative and professional offices involving no retail trade	P	P	P
Art gallery	P	P	P
Financial institution	P	P	P
Clinic, medical or dental, acupuncture (~~not including acute and~~ For urgent care, see land use below)	P	P	P
Convention centers	—	—	P
Government offices	P	P	P
Medical laboratory	—	P	P
Optician	P	P	P
Pharmacy	P	P	P
Radio/television studio (with transmitter)	—	C	C
Studio (without transmitter)	P	P	P
Studios for professional work or teaching of any form of fine art	P	P	P
Urgent care	P/—**	P/—**	P/—**
Service Establishments			
Ambulance service	P	P	P
Animal hospital	M	P	C
Animal hospital (with boarding)	—	M	—
Assembly/meeting hall for, private clubs, religious services, or similar uses	C	C	C
Automobile fueling station	C	C	C
Automobile and truck rental, two-ton, single unit maximum	—	C	C
Automobile/vehicle body and fender repair shop	—	C	C
Automobile/vehicle repair	C	C	C
Automotive custom repair (includes lowering and lifting)	C	C	C
Automotive stereo, alarm and upholstery installation	C	M	M
Automobile wash	—	M	M

Barber shop or beauty parlor	P	P	P
Chemical substance abuse facility	C	C	C
Cleaners	P*	P*	P*
Clothing and costume rental establishment	P	P	P
Community care facility	C	C	C
Community center	C	C	C
Construction trailer (temporary use permit)	P*	P*	P*
Convalescent hospital	M	M	C
Copying, packing and mailing services	P	P	P
Day care—Commercial	M	M	M
Day care—Commercial (24-hour)	—	C	C
Depot—Bus	—	P*	P*
Depot—Railway, park-and-ride	—	P	P
Dressmaker or millinery shop	P	P	P
Equipment rental	—** /—	—** /P*	P*
Fortune-telling	P	P	P
Hospitals~~, acute, and urgent care~~	~~—~~** ~~/—~~ ~~—~~	—** /M	M
Hotels	—	C	C
Laundromat, self-service	P	P	P
Locksmith	P	P	P
Machine shop	~~—~~** ~~/—~~ ~~—~~	—** /C	C
Masseur or masseuse, day spa, acupressure	—	C	C
Self-storage facility	—	C	C
Mortuaries	—	C	C
Library	P	P	P
Museums	P	P	P
Motel	—	C	C
Music and vocal instruction	P	P	P
Nursing home	M	M	C
Parks	P	P	P
Photographer	P	P	P
Pick-up truck rated over one ton (carrying weight), commercial truck or van, or trailer rental	—	C	C
Picture framing store	P	P	P
Post office	M	M	M
Printer, blueprint shop	—	P	P
Private schools	C	C	C
Public utility structures and facilities	M	M	M
Publishing establishments	—	P	P

Repair shop for household appliances	—** /P	—** /P	P
Schools such as business colleges, music conservatories, dancing schools, and other schools that offer training in nonindustrial professions	P	P	P
Stenographic services	P	P	P
Swimming pool, commercial	P	P	P
Sign shop in enclosed structure	—	P	P
Tailor	P	P	P
Telephone answering service or exchange	P	P	P
Ticket agency, travel bureau	P	P	P
Tire shop	—	C	C
Truck repair service	—	—	—
Truck storage yard	—	—	—
Upholstery shop	—** ~~/—~~ —	—** /P	P
Wedding chapel	P	P	P
Amusement Establishments			
Amusement enterprise for children including pony rides (no stables), merry-go-round, and the like when incidental to a permitted use	P	P	P
Amusement park	P** /—	P** /C	C
Arcades—Pinball, video, and the like	P** /—	P** /C	C
Archery range	P** /—	P** /C	C
Baseball; batting range	P** /—	P** /C	C
Bowling alley	P** /C	P** /C	C
Boxing arena	P** /—	P** /C	C
Banquet hall	C** /—	C	C
Golf, driving range, miniature, pitch and putt	P** /—	P** /C	C
Gymnasiums, health spas, or physical culture establishments under 4,000 square feet in floor area	P	P	P
Gymnasiums, health spas, or physical culture establishments over 4,000 square feet in floor area	P** /C	P** /C	C
Nightclub	C** /—	C	C
Pool hall, billiard center	C	C	C
Skating rink, roller or ice	P** /C	P** /C	C

Smoking lounge, hookah lounge, vapor lounge, e-lounge (allowed only as a secondary use to a full-service restaurant)	C	C	C
Theater, indoor	P** /C	P** /C	C
Indoor playground/recreation	P	P	P
Residential uses			
Senior housing	M	M	M
Multiple-family dwellings with an area plan			C
Other Uses			
Animal kennel	—	C	C
Animals, small—Keeping and raising	P*	P*	P*
Antenna, transmitting	C	C	C
Cemetery and related uses	—	M	C
Construction trailer	P*	P*	P*
Home occupation	P*	P*	P*
Homeless shelters	—	—	—
Emergency shelter subject to the activation of an emergency operation center	P	P	P
Metal storage containers (temporary storage only with a temporary use permit)	P*	P*	P*
Museum and art galleries	P** /—	P** /M	M
Parking lots (not related to use on same property)	—	P	P
Parking structures	—	P	P
Research and development	—	P	P

ARTICLE VII. – INDUSTRIAL ZONING DISTRICTS

Sec. 30-532. – Special use regulations.

…

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

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

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

Remainder of section to remain unchanged

Sec. 30-538. – Screening.

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

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

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

(d) *Loading areas screening.*

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

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

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

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

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

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

NOTICE OF EXEMPTION

TO: ☒	Office of Land Use and Climate Innovation State Clearinghouse P. O. Box 3044, Room 113 Sacramento, CA 95812-3044	FROM: (Public Agency)	Name: Address: Telephone:	City of Fontana 8353 Sierra Ave, Fontana CA 92335 909-350-6568
☒	Clerk of the Board of Supervisors or County Clerk (Include County name) Address:			

1. Project Title:	**Master Case No. 26-0007, Municipal Code Amendment No. 26-0001**
2. Project Applicant (include address, telephone number and email address):	**City of Fontana, Planning Department, 8353 Sierra Avenue, Fontana, CA 92335, Cecily Session-Goins, Associate Planner, (909) 350-6723, csgoins@fontanaca.gov**
3. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	**Citywide, City of Fontana, County of San Bernardino**
4. (a) Project Location – City: Fontana	(b) Project Location – County: San Bernardino
5. Description of nature, purpose, and beneficiaries of Project:	**The project is Municipal Code Amendment No. 26-0001 - Fontana Municipal Code amendment to Chapter 30 (Zoning and Development Code) pertaining to medical land uses in commercial zones, the definition and regulation of business parks, screening requirements for loading areas in industrial zones, and regulations in the Form-Based Code zone (definition of frontage coverage, maximum setback**

	standards, glazing requirements for the Shopfront frontage type, and landscaping in parking areas).
6. Name of Public Agency approving project:	**City of Fontana**
7. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity:	**City of Fontana** **8353 Sierra Avenue** **Fontana, CA 92335** **(909) 350-6718**
8. Exempt status: (check one)	
(a) ☐ Ministerial project.	(Pub. Resources Code § 21080(b)(1); State CEQA Guidelines § 15268)
(b) ☐ Not a project.	State CEQA Guidelines 15050(c)(2)-(3)
(c) ☐ Declared Emergency	(Pub. Resources Code § 21080(b)(3); State CEQA Guidelines § 15269(a))
(d) ☐ Emergency Project.	(Pub. Resources Code § 21080(b)(4); State CEQA Guidelines § 15269(b),(c))
(e) ☐ Categorical Exemption. State type and section number:	
(f) ☐ Statutory Exemption. State Code section number:	
(g) ☒ Other. Explanation:	This Ordinance is not a project pursuant to Section 15060(c), 15061(B)(3) (the common-sense exemption) and 15378 of the State of California Environmental Quality Act Guidelines, because it does not have potential for resulting in physical change in the environment, directly or indirectly. Where it can be with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
9. Reason why project was exempt:	**This project is a citywide amendment to Chapters 26, 30 and 33 of the Fontana Municipal Code pertaining to medical land uses in commercial zones, the definition and regulation of business parks, screening requirements for loading areas in industrial zones, and**

	regulations in the Form-Based Code zone (definition of frontage coverage, maximum setback standards, glazing requirements for the Shopfront frontage type, and landscaping in parking areas).

10. Lead Agency Contact Person: Telephone:	**Cecily Session-Goins, Associate Planner** 909-350-6723
11. If filed by applicant: Attach Certificate of Determination (Form "B") before filing.	
12. Was a public hearing held by the Lead Agency to consider the exemption? Yes ☒ No ☐ If yes, the date of the public hearing was: March 17, 2026	

Date:

_____
Signature

Name: Rina Leung

Title: Senior Planner

☒ Signed by Lead Agency ☐ Signed by Applicant

Date Received for Filing:

(Clerk Stamp Here)

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

FONTANA
CALIFORNIA

NOTICE PUBLIC HEARING

In compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof, the Agenda will be made available in appropriate alternative formats to persons with a disability. Should you need special assistance to participate in this meeting, please contact the City Clerk's Department by calling (909) 350-7602. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

A PUBLIC HEARING HAS BEEN SCHEDULED BEFORE THE PLANNING COMMISSION OF THE CITY OF FONTANA FOR THE FOLLOWING:

MASTER CASE (MCN) NO. 26-0007 and MUNICIPAL CODE AMENDMENT (MCA) NO. 26-0001

Amendments to Chapter 30 of the Fontana Municipal Code to modify development standards for the Form-Based Code zone pertaining to frontage coverage, minimum glazing and landscaping requirements; amending land uses in Commercial zoning districts for certain medical uses; amendments to clarify the requirement for screening of loading areas and regarding the definition and regulation of business parks in Industrial zones.

Environmental Determination: The proposed ordinance is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c), 15378, and 15061(B)(3) (the common-sense exemption), and Sections No. 3.01, 3.22 and 10.59 of the 2019 Local Guidelines for Implementing CEQA, in that the ordinance is covered by the rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and also by the common sense exemption which provides that, where it can be determined with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Location of Property: Citywide

Date of Hearing: March 17, 2026

Place of Hearing: Steelworkers' Auditorium
8437 Sierra Avenue
Fontana, CA 92335

Time of Hearing: 6:00 pm

Should you have any questions concerning this project, please contact Cecily Session-Goins, Associate Planner, at (909) 350-6723 or by email at csgoins@fontanaca.gov

ANY INTERESTED PARTY MAY PROVIDE INFORMATION BY LETTER OR EMAIL WHICH MAY BE OF ASSISTANCE TO THE PLANNING COMMISSION. A COPY OF THE APPLICATION AND ENVIRONMENTAL DOCUMENTATION IS AVAILABLE FOR INSPECTION AT THE PLANNING DEPARTMENT, CITY HALL. PLEASE CONTACT THE PLANNER LISTED ABOVE.

IF YOU CHALLENGE IN COURT ANY ACTION TAKEN CONCERNING A PUBLIC HEARING ITEM, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE TO THE CITY AT, OR PRIOR TO, THE PUBLIC HEARING.

FONTANA
CALIFORNIA

Publish: February 20, 2026
S.B. Sun Newspaper

AVISO DE AUDIENCIA PUBLICA

En cumplimiento con la Seccion No. 202 de la Acta de Americanos con Discapacidades de 1990 (42 USC Sec. 12132) y las reglas y regulaciones federales adoptadas en la implementacion de esta, la agenda de esta audiencia estara disponible en formatos alternativos apropiados para las personas con una discapacidad. Si necesita asistencia especial para participar en esta audiencia, comuníquese con el Departamento de la Secretaria Municipal llamando al (909) 350 -7602. La notificacion debera realizarse 48 horas antes de la audiencia para permitir que la Ciudad haga arreglos razonables para garantizar la accesibilidad a esta audiencia.

SE HA PROGRAMADO UNA AUDIENCIA PUBLICA ANTE LA COMISION DE PLANIFICACION DE LA CIUDAD DE FONTANA PARA LO SIGUIENTE:

MCN No. 26-0007 y MCA No. 26-0001

Enmiendas al Capítulo 30 del Código Municipal de Fontana para modificar los estándares de desarrollo para la zona de Código Basado en la Forma (Form-Based Code) en lo relativo a la cobertura de fachada, el acristalamiento mínimo y los requisitos de paisajismo; enmiendas a los usos de suelo en distritos de zonificación comercial para ciertos usos médicos; enmiendas para aclarar el requisito de protección visual de las áreas de carga y con respecto a la definición y regulación de parques empresariales en zonas industriales.

Determinacion Ambiental: La ordenanza propuesta está categóricamente exenta de la Ley de Calidad Ambiental de California (“CEQA”, por sus siglas en inglés) de conformidad con las Secciones 15060(c), 15378 y 15061(B)(3) de las Normas de CEQA (la exención de sentido común), y las Secciones no. 3.01, 3.22 y 10.59 de las Normas Locales de 2019 para la Implementación de CEQA; dado que la ordenanza está cubierta por la regla de que la CEQA se aplica únicamente a proyectos que tienen el potencial de causar un efecto significativo en el medio ambiente, y también por la exención de sentido común que establece que, cuando se puede determinar con certeza que no existe posibilidad de que la actividad en cuestión pueda tener un efecto significativo en el medio ambiente, dicha actividad no está sujeta a la CEQA.

Ubicacion de la Propiedad: En toda la ciudad

Fecha de Audiencia: 17 de marzo de 2026

Lugar de Audiencia: Steelworkers’ Auditorium, 8437 Sierra Avenue, Fontana, CA 92335

Hora de Audiencia: 6:00 p.m.

Si tiene alguna pregunta sobre este proyecto, comuníquese al (909) 350-6728 o por correo electrónico a planning@fontanaca.gov.

Cualquier persona o grupo interesado en aportar informacion lo puede hacer mediante a una carta o correo electronico dirigido a La Comision de Planificacion. La solicitud y la documentación Ambiental está disponible para inspección en las Oficinas de Ayuntamiento de la Ciudad de Fontana.

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City of Fontana

Planning Commission

Minutes

Joseph Armendarez, Chair
Ricardo Quintana, Vice Chair
Torrie Lozano, Secretary
Idilio Sanchez, Commissioner
Dylan Keetle, Commissioner

Tuesday, March 17, 2026 6:00 P.M. Grover W. Taylor Council Chambers

DRAFT

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

Chair Armendarez opened the Public Hearing.

No written correspondence was received.

Cecily Session-Goins, Assistant Planner, presented the staff report and noted a memorandum requesting the addition of language to Section 4 of the resolution clarifying that projects deemed complete under current standards may continue processing under those standards.

No individual spoke in favor or in opposition.

The Public Hearing was closed.

ATTACHMENT NO. 3

RECOMMENDATION:

Based on information on the staff report staff recommends that the Planning Commission adopt Resolution No. PC 2026-007; and,

1. **Determine that the Ordinance is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c), 15061(B)(3) (the common-sense exemption), and 15378 and Sections No. 3.01, 3.22, and 10.59 of the 2019 Local Guidelines for Implementing CEQA, in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment where it can be with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and,**

2. **Approve a resolution recommending that the City Council adopt an Ordinance for Municipal Code Amendment (MCA) No. 26-0001 to amend Chapter 30 of the Municipal Code.**

ACTION: Motion was made by Secretary Lozano and seconded by Commissioner Keetle and passed by a vote of 5-0 to approve Public Hearing Item "B" and adopt Resolution No. PC 2026-007 with amended conditions of approval.

The motion carried by the following vote:

AYES: Chair Armendarez, Vice Chair Quintana, Secretary Lozano, and Commissioners Sanchez and Keetle NOES: None; ABSTAIN: None; ABSENT: None

DRAFT

FONTANA
CALIFORNIA

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A PUBLIC HEARING HAS BEEN SCHEDULED BEFORE THE CITY COUNCIL OF THE CITY OF FONTANA FOR THE FOLLOWING:

MASTER CASE (MCN) NO. 26-0007 and MUNICIPAL CODE AMENDMENT (MCA) NO. 26-0001

Amendments to Chapter 30 of the Fontana Municipal Code to modify development standards for the Form-Based Code zone pertaining to frontage coverage, minimum glazing and landscaping requirements; amending land uses in Commercial zoning districts for certain medical uses; amendments to clarify the requirement for screening of loading areas and regarding the definition and regulation of business parks in Industrial zones.

Environmental Determination:	The proposed ordinance is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c), 15378, and 15061(B)(3) (the common-sense exemption), and Sections No. 3.01, 3.22 and 10.59 of the 2019 Local Guidelines for Implementing CEQA, in that the ordinance is covered by the rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and also by the common sense exemption which provides that, where it can be determined with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
Location of Property:	Citywide
Date of Hearing:	April 14, 2026
Place of Hearing:	Steelworkers Auditorium 8437 Sierra Avenue Fontana, CA 92335
Time of Hearing:	2:00 pm

Should you have any questions concerning this project, please contact Cecily Session-Goins, Associate Planner, at (909) 350-6723 or by email at csgoins@fontanaca.gov

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Publish: April 3, 2026

FONTANA
CALIFORNIA

AVISO DE AUDIENCIA PÚBLICA

En cumplimiento con la Sección No. 202 de la Acta de Americanos con Discapacidades de 1990 (42 USC Sec. 12132) y las reglas y regulaciones federales adoptadas en la implementación de esta, la agenda de esta audiencia estará disponible en formatos alternativos apropiados para las personas con una discapacidad. Si necesita asistencia especial para participar en esta audiencia, comuníquese con el Departamento de la Secretaria Municipal llamando al (909) 350 -7602. La notificación deberá realizarse 48 horas antes de la audiencia para permitir que la Ciudad haga arreglos razonables para garantizar la accesibilidad a esta audiencia.

SE HA PROGRAMADO UNA AUDIENCIA PÚBLICA ANTE EL CONCEJO MUNICIPAL DE LA CIUDAD DE FONTANA PARA LO SIGUIENTE:

MCN No. 26-0007; MCA No. 26-0001

Enmiendas al Capítulo 30 del Código Municipal de Fontana para modificar los estándares de desarrollo para la zona del Código Basado en la Forma (Form-Based Code) en lo relativo a la cobertura de fachada, el acristalamiento mínimo y los requisitos de paisajismo; enmiendas a los usos de suelo en distritos de zonificación comercial para ciertos usos médicos; enmiendas para aclarar el requisito de protección visual de las áreas de carga y con respecto a la definición y regulación de parques empresariales en zonas industriales.

Determinacion Ambiental: La ordenanza propuesta está categóricamente exenta de la Ley de Calidad Ambiental de California (“CEQA”) de conformidad con las Secciones 15060(c), 15378 y 15061(B)(3) de las Normas de CEQA (la exención de sentido común), y las Secciones No. 3.01, 3.22 y 10.59 de las Normas Locales de 2019 para la Implementación de CEQA; dado que la ordenanza está cubierta por la regla de que CEQA se aplica únicamente a proyectos que tienen el potencial de causar un efecto significativo en el medio ambiente, y también por la exención de sentido común que establece que, cuando se puede determinar con certeza que no existe posibilidad de que la actividad en cuestión tenga un efecto significativo en el medio ambiente, dicha actividad no está sujeta a CEQA.

Ubicación de la Propiedad : En toda la ciudad

Fecha de Audiencia: 14 de abril de 2026

Lugar de Audiencia: Ayuntamiento de la Ciudad de Fontana, Auditorio Steelworkers’ 8437 Sierra Avenue, Fontana, CA 92335

Hora de Audiencia: 2:00 p.m.

Si tiene alguna pregunta sobre este proyecto, comuníquese al (909) 350-6728 o por correo electrónico al planning@fontanaca.gov.

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File #: 26-0896
Agenda #: B.

Agenda Date: 4/14/2026
Category: Public Hearing

FROM:
Finance

SUBJECT:
Public Hearing on Formation of Community Facilities District No. 117 (Southridge).

RECOMMENDATION:

1. Adopt **Resolution No. 2026-022,** of the City Council of the City of Fontana of formation of the City of Fontana Community Facilities District No. 117 (Southridge), authorizing the levy of a special tax within the community facilities district and establishing an appropriations limit for the community facilities district.

2. Adopt **Resolution No. 2026-023**, of the City Council of the City of Fontana deeming it necessary to incur bonded indebtedness within the City of Fontana Community Facilities District No. 117 (Southridge).

3. Adopt **Resolution No. 2026-024**, of the City Council of the City of Fontana calling special election for City of Fontana Community Facilities District No. 117 (Southridge).

4. Adopt **Resolution No. 2026-025**, of the City Council of the City of Fontana declaring results of special election and directing the recording of notice of special tax lien.

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

6. Adopt **Resolution No. 2026-026**, of the City Council of the City of Fontana authorizing the execution and delivery of a Letter of Credit Agreement and an Acquisition and Funding Agreement.

COUNCIL GOALS:

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

DISCUSSION:
KB Home Cal Management Services LLC have initiated the process to form a Community Facilities District for the purpose of financing the acquisition of certain public facilities that are eligible under the City financing goals and policies, namely sewer, storm drain, street improvements, landscaping, and development impact fees. The formation of the district will benefit the City by funding the infrastructure projects outside of the typical improvements that would be required for the project

including a contribution for a project of community benefit. CFD bond funding will allow for infrastructure to be built at one time, reducing construction inconvenience for earlier residents and enhancing the overall community aesthetics.

The project consists of approximately 32.23 gross (20.01 net taxable acres) (255 residential lots), is located on the east side Live Oak Avenue south of Village Drive.

The proposed Rate and Method of Apportionment (RMA) includes rates to pay for bonded indebtedness and maintenance of street lighting, landscaping and parks. Initial assigned residential rates are proposed as follows:

Land Use Class	Residential Floor Area	Bond Debt	Maint.	Total
1	2,175 sf or Greater	$3,706	$1,080	$4,786
2	2,025 to less than 2,175 sf	$3,435	$1,080	$4,515
3	1,875 to less than 2,025 sf	$3,382	$1,080	$4,462
4	1,725 to less than 1,875 sf	$3,184	$1,080	$4,264
5	Less than 1,725 sf	$3,107	$1,080	$4,187

Sales prices for the homes have been estimated at $606,800 to $639,600. The proposed rates have been established to provide a total tax rate of less than 1.95% of the home value per City Policy.

The proposed rates for bonded indebtedness will support $11 million of bonds, providing funds to finance $9.2 million of facilities and/or fees. The proposed annual rates for maintenance of $1,080 for all planning areas will be sufficient to fund the annual maintenance costs for street lighting, landscaping and parks within and surrounding the area of the CFD. The rate also includes the maintenance costs related to the water quality system required by the State of California. The maximum annual tax rate for maintenance has been set at $1,080 per unit for planning areas with a 2% escalator per City Policy.

This action will form the District, authorize the levy of the special tax and authorize bonded indebtedness. The recommended action complies with the City Council's debt management objectives.

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

MOTION:
Approve staff recommendation.

RESOLUTION NO. 2026-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA OF FORMATION OF CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 117 (SOUTHRIDGE), PROPOSING THAT THE COMMUNITY FACILITIES DISTRICT BE AUTHORIZED TO LEVY A SPECIAL TAX AND PROPOSING THAT AN APPROPRIATIONS LIMIT OF THE COMMUNITY FACILITIES DISTRICT BE ESTABLISHED

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

WHEREAS, pursuant to the Resolution of Intention, notice of said public hearing was published in the *Fontana Herald News*, a newspaper of general circulation published in the area of the Community Facilities District, in accordance with the Act;

WHEREAS, on this date, the City Council opened, conducted and closed said public hearing;

WHEREAS, pursuant to the Resolution of Intention, each officer of the City who is or will be responsible for providing one or more of the proposed types of public facilities or services to be financed by the Community Facilities District was directed to study, or cause to be studied, the proposed Community Facilities District and, at or before said public hearing, file a report with the City Council containing a brief description of the public facilities and services by type that will in his or her opinion be required to adequately meet the needs of the Community Facilities District, and his or her estimate of the cost of providing such public facilities and services; such officers were also directed to estimate the fair and reasonable cost of the public facilities proposed to be purchased as completed public facilities and of the incidental expenses proposed to be paid;

WHEREAS, said report was so filed with the City Council and made a part of the record of said public hearing;

WHEREAS, at the hearing, the testimony of all persons for or against the establishment of the Community Facilities District, the extent of the Community Facilities District and the furnishing of the specified types of public facilities and services was heard;

WHEREAS, written protests against the establishment of the Community Facilities District, the furnishing of any specified type or types of facilities and services within the Community Facilities District or the levying of a specified special tax were not made or filed at or before said hearing by 50% or more of the registered voters, or six registered voters, whichever is more, residing within the territory proposed to be included in the Community Facilities District, or the owners of one-half or more of the area of land in the territory proposed to be included in the Community Facilities District and not exempt from the special tax;

WHEREAS, there has been filed with the City Clerk of the City a letter from the Registrar of Voters of the County of San Bernardino indicating that no persons were registered to vote within the territory of the proposed Community Facilities District as of March 13, 2026, which demonstrates that 12 or more persons have not been registered to vote within the territory of the proposed Community Facilities District for each of the 90 days preceding the close of said public hearing;

WHEREAS, Section 53314.9 of the Act provides that, at any time either before or after the formation of a community facilities district, the legislative body may accept advances of funds from any source, including, but not limited to, private persons or private entities and may provide, by resolution, for the use of those funds for any authorized purpose, including, but not limited to, paying any cost incurred by the local agency in creating a community facilities district;

WHEREAS, Section 53314.9 of the Act further provides that the legislative body may enter into an agreement, by resolution, with the person or entity advancing the funds, to repay all or a portion of the funds advanced, as determined by the legislative body, with or without interest, under all the following conditions: (a) the proposal to repay the funds is included in both the resolution of intention to establish a community facilities district adopted pursuant to Section 53321 of the Act and in the resolution of formation to establish a community facilities district pursuant to Section 53325.1 of the Act, (b) any proposed special tax is approved by the qualified electors of the community facilities district pursuant to the Act, and (c) any agreement shall specify that if the qualified electors of the community facilities district do not approve the proposed special tax, the local agency shall return any funds which have not been committed for any authorized purpose by the time of the election to the person or entity advancing the funds;

WHEREAS, the City and KB HOME Cal Management Services LLC ("KB HOME"), have entered into the Deposit and Reimbursement Agreement, dated as of January 1, 2025 (the "Deposit Agreement"), that provides for the advancement of funds by KB HOME to be used to pay costs incurred in creating the Community Facilities District and the incurrence of bonded indebtedness thereby, and provides for the repayment to KB HOME of such funds advanced, without interest, from the proceeds of any such bonded indebtedness incurred by the Community Facilities District; and

WHEREAS, the City desires to include in this Resolution, in accordance with Section 53314.9 of the Act, the proposal to repay funds pursuant to the Deposit Agreement;

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

Section 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

Section 2. The Community Facilities District is hereby established.

Section 3. The name for the Community Facilities District is "City of Fontana Community Facilities District No. 117 (Southridge)."

Section 4. The public facilities (the "Facilities") proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption "Facilities" on Exhibit A hereto, which is by this reference incorporated herein. Those Facilities proposed to be purchased as completed public facilities are identified under the caption "Facilities to be Purchased" on Exhibit A hereto. The services (the "Services") proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption "Services" on Exhibit A hereto. The incidental expenses proposed to be incurred are identified under the caption "Incidental Expenses" on Exhibit A hereto. All or any portion of the Facilities may be financed through a financing plan, including, but not limited to, a lease, lease-purchase or installment-purchase arrangement.

Section 5. The proposed special tax to be levied within the Community Facilities District has not been precluded by majority protest pursuant to Section 53324 of the Act.

Section 6. The City Council proposes that, except where funds are otherwise available, the Community Facilities District be authorized to annually levy within the Community Facilities District a special tax (the "Special Tax") sufficient to pay for all Facilities and Services, secured by recordation of a continuing lien against all nonexempt real property in the Community Facilities District. The rate, method of apportionment and manner of collection of the Special Tax in sufficient detail to allow each landowner or resident within the proposed Community Facilities District to estimate the maximum amount that he or she will have to pay, is specified in the Rate and Method of Apportionment of Special Tax (the "Rate and Method") attached hereto as Exhibit B, which is by this reference incorporated herein. The conditions under which the obligation to pay the Special Tax to be levied to pay for Facilities may be prepaid and permanently satisfied are specified in the Rate and Method. The Special Tax will be collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as the City Council shall determine, including direct billing of the affected property owners.

Section 7. The Special Tax may only finance the Services to the extent that they are in addition to those provided in the territory of the Community Facilities District before the date the Community Facilities District is created. The Services may not supplant services already available within that territory when the Community Facilities District is created. Bonds of the Community Facilities District may not be issued to fund any of the Services.

Section 8. The tax year after which no further Special Tax to pay for Facilities shall be levied against any parcel used for private residential purposes is specified in the Rate and Method. Under no circumstances shall the Special Tax to pay for Facilities in any fiscal year against any parcel used for private residential purposes be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the Community Facilities District by more than 10% above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. For purposes of this paragraph, a parcel shall be considered "used for private residential purposes" not later than the date on which an occupancy permit for private residential use is issued. The Special Tax to pay for Services will be levied in perpetuity, as provided in the Rate and Method.

Section 9. Pursuant to Section 53344.1 of the Act, the City Council hereby reserves to itself the right and authority to allow any interested owner of property within the Community Facilities District, subject to the provisions of said Section 53344.1 and to those conditions as it may impose, and any applicable prepayment penalties as prescribed in the bond indenture or comparable instrument or document, to tender to the Community Facilities District treasurer in full payment or part payment of any installment of the Special Tax or the interest or penalties thereon that may be due or delinquent, but for which a bill has been received, any bond or other obligation secured thereby, the bond or other obligation to be taken at par and credit to be given for the accrued interest shown thereby computed to the date of tender.

Section 10. The name, address and telephone number of the office, department or bureau that will be responsible for preparing annually a current roll of Special Tax levy obligations by assessor's parcel number and that will be responsible for estimating further Special Tax levies pursuant to Section 53340.2 of the Act are as follows: Chief Financial Officer, Finance Department, City of Fontana, 16860 Valencia Avenue, Fontana, California 92335, (909) 350-7679.

Section 11. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property in the Community Facilities District and this lien shall continue in force and effect until the Special Tax obligation is prepaid, permanently satisfied and canceled in accordance with law or until the Special Tax ceases to be levied and a notice of cessation of the Special Tax is recorded in accordance with Section 53330.5 of the Act.

Section 12. The boundary map of the Community Facilities District has been recorded in San Bernardino County in Book 92 at Page 91 of Maps of Assessments and Community Facilities Districts in the San Bernardino County Recorder's Office (Document No. 2026-0070067).

Section 13. The City Council proposes that the annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the Community Facilities District be established at $14,000,000.

Section 14. Pursuant to the provisions of the Act, the propositions to authorize the Community Facilities District to levy the Special Tax and to establish the appropriations limit of the Community Facilities District specified above shall be subject to the approval of the qualified electors of the Community Facilities District at a special election. The City Council hereby finds and determines that no persons were registered to vote within the territory of the proposed Community Facilities District as of March 13, 2026, and that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearing held by the City Council on the establishment of the Community Facilities District. Accordingly, pursuant to Section 53326 of the Act, the vote shall be by the landowners of the Community Facilities District and each person who is the owner of land as of the close of said public hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the Community Facilities District not exempt from the Special Tax. The voting procedure shall be by mailed or hand-delivered ballot.

Section 15. KB HOME has heretofore advanced certain funds, and may advance additional funds, that have been or may be used to pay costs incurred in creating the Community Facilities District and the incurrence of bonded indebtedness thereby. The City Council has previously approved the acceptance of such funds for the purpose of paying costs incurred in creating the Community Facilities District and the incurrence of bonded indebtedness thereby. The City Council proposes to repay KB HOME all or a portion of such funds so advanced, without interest, solely from the proceeds of any such bonded indebtedness incurred by the Community Facilities District, pursuant to the Deposit Agreement. The Deposit Agreement is hereby incorporated herein as though set forth in full herein.

Section 16. The City Council hereby finds and determines that all proceedings, up to and including the adoption of this Resolution, were valid and in conformity with the requirements of the Act. In accordance with Section 53325.1 of the Act, such finding shall be final and conclusive.

Section 17. All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the Community Facilities District, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

Section 18. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 19. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 14th day of April 2026.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council at a regular meeting held on the 14th day of April, 2026, by the following vote to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk

EXHIBIT A

FACILITIES, SERVICES AND INCIDENTAL EXPENSES

Facilities

The types of public facilities to be financed by the Community Facilities District are streets, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, sewers, storm drains, flood control facilities, fire protection facilities, police facilities, public facilities, library facilities, water distribution, treatment and storage facilities, dry utilities including natural gas electricity and telecommunications, and park and recreation facilities including trails and pathways, and land, landscaping, rights-of-way and easements necessary for any of such facilities and incidental expenses.

Facilities to be Purchased

The types of public facilities to be purchased as completed facilities are streets, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, sewers, storm drains, water distribution, treatment and storage facilities, dry utilities including natural gas electricity and telecommunications, and park and recreation facilities including trails and pathways, and land, landscaping, rights-of-way and easements necessary for any of such facilities and incidental expenses.

Services

The types of City services to be financed by the Community Facilities District are fire protection and suppression services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

Incidental Expenses

The incidental expenses proposed to be incurred include the following:

(a) the cost of planning and designing public facilities to be financed, including the cost of environmental evaluations of those facilities;

(b) the costs associated with the creation of the Community Facilities District, issuance of bonds, determination of the amount of taxes, collection of taxes, payment of taxes, or costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District; and

(c) any other expenses incidental to the construction, completion, and inspection of the authorized work.

EXHIBIT B

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 117 (SOUTHRIDGE) CITY OF FONTANA, COUNTY OF SAN BERNARDINO STATE OF CALIFONIA

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in City of Fontana Community Facilities District No. 117 (Southridge) ("CFD No. 117") and collected each Fiscal Year commencing in Fiscal Year 2026-2027, in an amount determined by the City Council of the City of Fontana, through the application of the Rate and Method of Apportionment as described below. All of the real property in CFD No. 117, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or **"Acreage"** means the land area expressed in acres of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County map or the land area calculated to the reasonable satisfaction of the CFD Administrator using the boundaries set forth on such map or plan. For residential dwelling units within a condominium plan, the Acres applicable to each residential dwelling unit shall be determined by dividing (i) the Acres of the underlying lot or parcel on which the residential dwelling unit is constructed or to be constructed, by (ii) the total number of residential dwelling units constructed or to be constructed on such lot or parcel. The square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 (commencing with Section 53311) of the California Government Code.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 117, including but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 117 or any designee thereof of complying with arbitrage rebate requirements with respect to the Special Tax and CFD No. 117 Bonds; the costs to the City, CFD No. 117 or any designee thereof of complying with disclosure requirements of the City, CFD No. 117 or obligated persons associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 117, or any designee thereof related to the reduction of the Assigned Facilities Special Tax and Backup Facilities Special Tax in accordance with Section C.1 herein; the costs of the City, CFD No. 117 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses related to CFD No. 117 Bonds. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 117 for any other administrative purposes of CFD

No. 117, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor" means the Assessor of the County.

"Assessor's Parcel" means a lot or parcel to which an Assessor's parcel number is assigned as determined from an Assessor's Parcel Map or the applicable assessment roll.

"Assessor's Parcel Map" means an official map of the Assessor designating parcels by Assessor's Parcel number.

"Assigned Facilities Special Tax" means the applicable Facilities Special Tax for (i) Residential Property as determined in accordance with Section C.1.a.(2) herein, and (ii) Non-Residential Property as determined in accordance with Section C.1.a.(3) herein.

"Authorized Facilities" means those facilities eligible to be funded by CFD No. 117.

"Authorized Services" means those services eligible to be funded by CFD No. 117 in accordance with the Act, namely, fire protection and suppression services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

"Backup Facilities Special Tax" means the Facilities Special Tax applicable to each Assessor's Parcel of Developed Property, as determined in accordance with Section C.1.a.(4) herein.

"Buildout" means, for CFD No. 117, that all expected building permits for residential dwelling units and/or non-residential development to be constructed within CFD No. 117 have been issued, as determined by the CFD Administrator.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement for Facilities and the Special Tax Requirement for Services, providing for the levy and collection of the Special Taxes, and performing other duties as set forth herein.

"CFD No. 117" means City of Fontana Community Facilities District No. 117 (Southridge).

"CFD No. 117 Bonds" means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 117 and secured by the Facilities Special Tax levy on property within the boundaries of CFD No. 117 under the Act.

"City" means the City of Fontana, California.

"Contractual Impositions" means (a) a voluntary contractual assessment established and levied on an Assessor's Parcel pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.10 *et seq.*), as amended from time to time, (b) a special tax established and levied on an Assessor's Parcel pursuant to Section 53328.1 of the California Government Code and related provisions of the Act, as amended from time to time, and (c) any other fee, charge, tax or assessment established and levied on an individual Assessor's Parcel pursuant to a contractual agreement or other voluntary consent by the owner thereof.

"Council" means the City Council of the City acting as the legislative body of CFD No. 117.

"County" means the County of San Bernardino.

"Developed Property" means, for each Fiscal Year, (i) with respect to the Facilities Special Tax, all Taxable Property, exclusive of Taxable Public Property and Taxable Property Owner Association Property, for which a building permit for new construction, other than the construction of a garage, parking lot, or parking structure, was issued after January 1, 2026 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Facilities Special Taxes are being levied, and (ii) with respect to the Services Special Tax, all Taxable Property, exclusive of Taxable Public Property and Taxable Property Owner Association Property, (a) for which the Final Residential Subdivision was recorded prior to the Fiscal Year for which the Services Special Taxes are being levied, or (b) for which a building permit has been issued with respect to Non-Residential Property on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Services Special Taxes are being levied.

"Facilities Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property within CFD No. 117 to fund the Special Tax Requirement for Facilities, as set forth in Section C.1 herein.

"Final Residential Subdivision" means a Final Subdivision that creates individual lots for which building permits may be issued for residential dwelling units without further subdivision of such property.

"Final Subdivision" means (i) a subdivision of property by recordation of a final map, parcel map, or lot line adjustment approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots or parcels for which building permits may be issued, or (ii) for condominiums, a final map approved by the City and a condominium plan recorded pursuant to California Civil Code Section 4285 that creates an individual lot(s) for which a building permit(s) may be issued without further subdivision. The term "Final Subdivision" shall not include any Assessor's Parcel Map or subdivision map or portion thereof that does not create individual lots for which a building permit may be issued, including Assessor's Parcels that are designated as remainder parcels. Notwithstanding the above, a condominium plan for which one or more building permits have been issued, but no individual lots have been created for such building permits, shall be considered a Final Subdivision, and the portion of the condominium plan for which building permits have been issued shall be defined as Developed Property.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Indenture" means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which CFD No. 117 Bonds are issued, as modified, amended and/or supplemented from time to time.

"Land Use Class" means any of the classes listed in Table 1 or Table 2 herein.

"Lower Income Households Welfare Exemption Property" means, for each Fiscal Year, an Assessor's Parcel within the boundaries of CFD No. 117 that is subject to a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the County's assessment roll finalized as of the last preceding January 1.

"Maximum Facilities Special Tax" means the maximum Facilities Special Tax, determined in accordance with Section C.1 herein, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Maximum Services Special Tax" means the maximum Services Special Tax, determined in accordance with Section C.2 herein, that can be levied in any Fiscal Year on any Assessor's Parcel of Developed Property.

"Minimum Sale Price" means the minimum price at which any parcel in a given Land Use Class has sold or is expected to be sold in a normal marketing environment and shall not include prices for such parcels that are sold at a discount to expected sales prices for the purpose of stimulating the initial sales activity with respect to such Land Use Class.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued by the City permitting the construction of one or more non-residential structures or facilities.

"Outstanding Bonds" means all CFD No. 117 Bonds which are outstanding under the Indenture.

"Price Point Consultant" means any consultant or firm of such consultants selected by CFD No. 117 that (a) has substantial experience in performing price point studies for residential dwelling units within community facilities districts or otherwise estimating or confirming pricing for residential dwelling units in community facilities districts, (b) has recognized expertise in analyzing economic and real estate data that relates to the pricing of residential dwelling units in community facilities districts, (c) is in fact independent and not under the control of CFD No. 117 or the City, (d) does not have any substantial interest, direct or indirect, with or in (i) CFD No. 117, (ii) the City, (iii) any owner of real property in CFD No. 117, or (iv) any real property in CFD No. 117, and (e) is not connected with CFD No. 117 or the City as an officer or employee thereof, but who may be regularly retained to make reports to CFD No. 117 or the City.

"Price Point Study" means a price point study or a letter updating a previous price point study prepared by the Price Point Consultant pursuant to Section C herein.

"Property Owner Association Property" means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 117 for which the owner of record, as determined from the County's assessment roll for the Fiscal Year in which the Special Tax is being levied, is a property owner's association, including any master or sub-association, or (ii) any property located in a Final Subdivision that was recorded as of the January 1 preceding the Fiscal Year in which the Special Tax is being levied and which, as determined from such Final Subdivision, is or will be open space, a common area recreation facility, or a private street. Notwithstanding the foregoing, any property previously classified as Developed Property and subsequently owned in fee or by easement, or dedicated to, a property owner association, including any master or sub-association, shall remain classified as Developed Property.

"Proportionately" means that the ratio of the actual Facilities Special Tax levy to the Assigned Facilities Special Tax is equal for all Assessor's Parcels of Developed Property, and that the ratio of the actual Services Special Tax levy to the Maximum Services Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Facilities Special Tax levy per Acre to the Maximum Facilities Special Tax per Acre is equal for all Assessor's Parcels of Undeveloped Property. The term "Proportionately" shall similarly be applied to other categories of Taxable Property as listed in Section D herein.

"Public Property" means, for each Fiscal Year, any property within the boundaries of CFD No. 117 that is (i) owned by, irrevocably offered or dedicated to the federal government, the State, the

County, the City, or any local government or other public agency, provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by a public utility easement making impractical its use for any purpose other than that set forth in the easement.

"Rate and Method of Apportionment" means this Rate and Method of Apportionment for CFD No. 117.

"Residential Floor Area" means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area for an Assessor's Parcel shall be as set forth in the building permit(s) issued for such Assessor's Parcel and/or as set forth in the appropriate records kept by the Building and Safety Department of the City, or other applicable City department, as determined by the CFD Administrator.

"Residential Property" means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued by the City permitting the construction thereon of one or more residential dwelling units.

"Services Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property within CFD No. 117 to fund the Special Tax Requirement for Services, as set forth in Section C.2 herein.

"Special Tax" or "Special Taxes" means the Facilities Special Tax and/or Services Special Tax, as applicable.

"Special Tax Requirement for Facilities" means, for any Fiscal Year, that amount required, after taking into account available amounts held in the funds and accounts under the Indenture, for the following items: (i) debt service on all Outstanding Bonds due in the calendar year commencing in such Fiscal Year; (ii) periodic costs with respect to the CFD No. 117 Bonds, including but not limited to, costs of credit enhancement and federal rebate payments due in the calendar year commencing in such Fiscal Year; (iii) pay all or a portion of Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) without duplicating any amounts described in clause (iv), above, reasonably anticipated Facilities Special Tax delinquencies based on the delinquency rate for the Facilities Special Tax in the previous Fiscal Year, as said levy for delinquencies shall be limited by the Act; and (vi) pay directly for the acquisition or construction of Authorized Facilities, provided that the inclusion of such amount does not increase the Facilities Special Tax levy beyond the first step in Section D.1 herein.

"Special Tax Requirement for Services" means that amount required in any Fiscal Year for CFD No. 117 to (i) pay directly for the Authorized Services; (ii) pay Administrative Expenses not funded through the Special Tax Requirement for Facilities as determined by the CFD Administrator; (iii) pay for reasonably anticipated Services Special Tax delinquencies based on the delinquency rate for the Services Special Tax levy in the previous Fiscal Year; less (iv) a credit for funds available to reduce the annual Services Special Tax levy, as determined by the CFD Administrator, so long as the amount required is not less than zero.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 117 which are not exempt from the Special Tax pursuant to applicable law or Section E herein.

"Taxable Property Owner Association Property" means all Assessor's Parcels of Property Owner Association Property that are not exempt pursuant to Section E herein.

"Taxable Public Property" means all Assessor's Parcels of Public Property that are not exempt pursuant to Section E herein.

"Total Tax Burden" means, for a parcel of residential property within a Land Use Class, for the Fiscal Year in which Total Tax Burden is being calculated, the sum of (a) the Assigned Facilities Special Tax for such Fiscal Year, plus (b) the Maximum Services Special Tax for such Fiscal Year, plus (c) the *ad valorem* property taxes, special assessments, special taxes for any overlapping community facilities districts, and any other governmental fees, charges (other than fees or charges for services such as sewer and trash), taxes and assessments (which, for purposes of clarity, do not include Contractual Impositions) collected by the County on *ad valorem* tax bills and that the CFD Administrator estimates would be levied or imposed on such residential property in such Fiscal Year if the residential dwelling unit thereon or therein had been completed and sold, and was subject to such fees, charges, taxes and assessments in such Fiscal Year.

"Trustee" means the trustee or fiscal agent under the Indenture.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Public Property or Taxable Property Owner Association Property.

Please refer to additional definitions in Section H herein relating to the Prepayment of Facilities Special Tax.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, commencing with Fiscal Year 2026-2027, all Taxable Property within CFD No. 117 shall be classified as Developed Property, Undeveloped Property, Taxable Public Property or Taxable Property Owner Association Property, and shall be subject to Special Taxes in accordance with this Rate and Method of Apportionment determined pursuant to Sections C and D herein.

C. MAXIMUM SPECIAL TAX RATE

1. Facilities Special Tax

At least 30 days prior to the issuance of the first series of CFD No. 117 Bonds, the Assigned Facilities Special Tax for Residential Property (set forth in Table 1 below) shall be analyzed in accordance with and subject to the conditions set forth in this Section C. At such time, the CFD Administrator shall request the Price Point Consultant to prepare a Price Point Study setting forth the Minimum Sale Price of residential property within each Land Use Class. If based upon such Price Point Study the CFD Administrator calculates that the Total Tax Burden applicable to one or more Land Use Classes of residential property constructed or to be constructed within CFD No. 117 shall exceed 1.95% of the Minimum Sale Price of such residential property constructed or to be constructed within CFD No. 117, the CFD Administrator shall reduce the Assigned Facilities Special Tax to the extent necessary to cause the Total Tax Burden that shall apply to residential property within such Land Use Class(es) to not exceed 1.95% of the Minimum Sale Price of such residential property. Each Assigned Facilities Special Tax reduction for a Land Use Class shall be calculated separately, and it shall not be required that such reduction be proportionate among Land Use Classes. In connection with any reduction in the Assigned Facilities Special Tax for Residential Property, the CFD Administrator shall also reduce the Assigned Facilities Special Tax for Non-Residential in accordance with Section C.1.a.(3) herein, and the Backup Facilities Special Tax in accordance with Section C.1.a.(4) herein. Upon determining the reductions, if any, in the

Assigned Facilities Special Tax and Backup Facilities Special Tax required pursuant to this Section C, the CFD Administrator shall complete the Certificate to Amend Facilities Special Tax substantially in the form attached hereto as Exhibit A (the "Certificate to Amend") and shall execute such completed Certificate to Amend and shall deliver such Certificate to Amend to CFD No. 117. Upon receipt thereof, if in satisfactory form, CFD No. 117 shall execute such Certificate to Amend. The reduced Assigned Facilities Special Tax and Backup Facilities Special Tax specified in such Certificate to Amend shall become effective upon the execution of such Certificate to Amend by CFD No. 117. The Assigned Facilities Special Tax and Backup Facilities Special Tax reductions permitted pursuant to this Section C shall be reflected in an amended notice of Special Tax lien which CFD No. 117 shall cause to be recorded with the San Bernardino County Recorder as soon as practicable after execution of the Certificate to Amend by CFD No. 117. If based upon such Price Point Study the CFD Administrator calculates that the Total Tax Burden applicable to each Land Use Class of residential property constructed or to be constructed within CFD No. 117 does not exceed 1.95% of the Minimum Sale Price of each such Land Use Class of residential property constructed or to be constructed within CFD No. 117, then there shall be no reduction in the Assigned Facilities Special Tax, nor shall there be a reduction in the Backup Facilities Special Tax.

a. Developed Property

(1). Maximum Facilities Special Tax

The Maximum Facilities Special Tax for each Assessor's Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Facilities Special Tax or (ii) the amount derived by application of the Backup Facilities Special Tax.

(2). Assigned Facilities Special Tax for Residential Property

Residential Property shall be assigned to Land Use Classes 1 through 5 as listed in Table 1 below based on the Residential Floor Area associated with each such residential dwelling unit. The Assigned Facilities Special Tax that shall be levied in any Fiscal Year for each Land Use Class is shown below in Table 1 and shall not be subject to escalation.

Table 1
Assigned Facilities Special Tax for Residential Property
City of Fontana CFD No. 117 (Southridge)

Land Use Class	Description	Residential Floor Area (square feet)	Assigned Facilities Special Tax
1	Residential Property	2,175 or greater	$3,706 per unit
2	Residential Property	2,025 to less than 2,175	$3,435 per unit
3	Residential Property	1,875 to less than 2,025	$3,382 per unit
4	Residential Property	1,725 to less than 1,875	$3,184 per unit
5	Residential Property	Less than 1,725	$3,107 per unit

(3). Assigned Facilities Special Tax for Non-Residential Property

The Assigned Facilities Special Tax for an Assessor's Parcel of Non-Residential Property shall equal the lesser of (a) $42,665 per Acre, or (b) in connection with any reduction in

the Assigned Facilities Special Tax as set forth in Section C.1 herein, the amount per Acre calculated pursuant to the formula below:

RAFST = AFST ÷ ATP

These terms have the following meaning:

RAFST = the reduced Assigned Facilities Special Tax for Non-Residential Property

AFST = The total estimated Assigned Facilities Special Tax levy for CFD No. 117 based on the reduced Assigned Facilities Special Taxes for Developed Property permitted pursuant to Section C.1 herein which could be levied on all expected development assuming Buildout of CFD No. 117.

ATP = The sum of the Acreage of all Taxable Property within a Final Subdivision (assuming Buildout) within CFD No. 117 (after excluding Public Property and Property Owner Association Property as set forth in Section E.1 herein).

(4). Backup Facilities Special Tax

The Backup Facilities Special Tax for an Assessor's Parcel of Developed Property shall equal the lesser of (a) $50,190 per Acre, or (b) in connection with any reduction in the Assigned Facilities Special Tax as set forth in Section C.1 herein, the amount per Acre calculated pursuant to the formula below:

BFST = AFST ÷ ATP

These terms have the following meaning:

BFST = the reduced Backup Facilities Special Tax

AFST = The total estimated Assigned Facilities Special Tax levy for CFD No. 117 based on the reduced Assigned Facilities Special Taxes for Developed Property permitted pursuant to Section C.1 herein which could be levied on all expected development assuming Buildout of CFD No. 117.

ATP = The sum of the Acreage of all Taxable Property within a Final Subdivision (assuming Buildout) within CFD No. 117 (after excluding Public Property and Property Owner Association Property as set forth in Section E.1 herein) multiplied by 85%.

Furthermore, all Assessors' Parcels within CFD No. 117 shall be relieved simultaneously and permanently from the obligation to pay and disclose the Backup Facilities Special Tax if the CFD Administrator calculates that (i) the annual debt service required for the Outstanding Bonds, when compared to the Assigned Facilities Special Tax that shall be levied against all Assessors' Parcels of Developed Property in CFD No. 117 results in 110% debt service coverage (i.e., the Assigned Facilities Special Tax that shall be levied against all Developed Property in CFD No. 117 in each remaining Fiscal Year based on the then existing development is at least equal to the sum of (a) 1.10 times the debt service necessary to support the remaining Outstanding Bonds in each corresponding Fiscal Year, and (b) Administrative Expenses), and (ii) all authorized CFD No. 117 Bonds have already been issued or the Council has covenanted that it shall not issue any additional CFD No. 117 Bonds (except refunding bonds) to be supported by the Facilities Special Tax in CFD No. 117.

(5). Multiple Land Uses

In some instances an Assessor's Parcel may contain both Developed Property and Undeveloped Property. In such cases, the Acreage of the Assessor's Parcel shall be allocated between Developed Property and Undeveloped Property based on the portion of the Assessor's Parcel for which building permits had been issued prior to May 1 of the prior Fiscal Year and the portion of the Assessor's Parcel for which building permits had not been issued prior to May 1 of the prior Fiscal Year.

Furthermore, Developed Property may contain more than one Land Use Class. In such cases, the Acreage that is considered Developed Property shall be allocated between Residential Property and Non-Residential Property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Maximum Facilities Special Tax that can be levied on such Assessor's Parcel shall be the sum of the Maximum Facilities Special Tax that can be levied on each type of property located on that Assessor's Parcel.

The CFD Administrator's allocation to each type of property shall be final.

b. Undeveloped Property, Taxable Public Property, and Taxable Property Owner Association Property

The Maximum Facilities Special Tax for each Assessor's Parcel of Undeveloped Property, Taxable Public Property, and Taxable Property Owner Association Property shall be $50,190 per Acre and shall not be subject to escalation and shall therefore remain the same in every Fiscal Year.

2. Services Special Tax

For purposes of the Services Special Tax, an Assessor(s) Parcel of Developed Property within a Final Residential Subdivision shall be assigned to Land Use Class 1, as identified in Table 2 below. Non-Residential Property shall be assigned to Land Use Class 2. Furthermore, the Services Special Tax levied against each Assessor's Parcel within a Final Residential Subdivision shall be based on the number of residential dwelling units for which building permits have been issued or are expected to be issued for such Assessor's Parcel, as determined by the CFD Administrator based on such Final Residential Subdivision or other available documents.

a. Maximum Services Special Tax

The Fiscal Year 2026-2027 Maximum Services Special Tax for each Land Use Class of Developed Property is shown below in Table 2.

Table 2
Maximum Services Special Tax for Developed Property
City of Fontana CFD No. 117 (Southridge)

Land Use Class	Description	Fiscal Year 2026-2027 Maximum Services Special Tax
1	Final Residential Subdivision	$1,080.45 per unit
2	Non-Residential Property	$13,765.00 per Acre

b. Increase in the Maximum Services Special Tax

The Maximum Services Special Tax in Table 2 above shall be applicable for Fiscal Year 2026-2027, and shall increase thereafter, commencing on July 1, 2027, and on each July 1 thereafter by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

c. Multiple Land Uses

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. In such cases, the Acreage of Developed Property shall be allocated between Residential Property and Non-Residential Property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Maximum Services Special Tax that can be levied on such Assessor's Parcel shall be the sum of the Maximum Services Special Tax that can be levied on each type of property located on that Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

1. Facilities Special Tax

Commencing with Fiscal Year 2026-2027, and for each following Fiscal Year, the CFD Administrator shall determine the Special Tax Requirement for Facilities and shall provide for the levy of the Facilities Special Tax each Fiscal Year as follows:

First: The Facilities Special Tax shall be levied on each Assessor's Parcel of Developed Property in an amount equal to 100% of the applicable Assigned Facilities Special Tax;

Second: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first step has been completed, the Facilities Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the Maximum Facilities Special Tax for Undeveloped Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first two steps have been completed, then the levy of the Facilities Special Tax on each Assessor's Parcel of Developed Property whose Maximum Facilities Special Tax is determined through the application of the Backup Facilities Special Tax shall be increased in equal percentages from the Assigned Facilities Special Tax up to the Maximum Facilities Special Tax for each such Assessor's Parcel;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first three steps have been completed, then the Facilities Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property and Taxable Property Owner Association Property at up to 100% of the Maximum Facilities Special Tax for Taxable Public Property and Taxable Property Owner Association Property, as needed to satisfy the Special Tax Requirement for Facilities.

Notwithstanding the above, the CFD Administrator shall, in any Fiscal Year, calculate a levy Proportionately less than 100% of the Assigned Facilities Special Tax in step one (above), when (i) the CFD Administrator is no longer required to provide for the levy of the Facilities Special Tax pursuant to steps two through four above in order to meet the Special Tax Requirement for Facilities; and (ii) all authorized CFD No. 117 Bonds have already been issued or the Council has covenanted that it shall not issue any additional CFD No. 117 Bonds (except refunding bonds) to be supported by the Facilities Special Tax.

Further notwithstanding the above, under no circumstances shall the Facilities Special Tax levied in any Fiscal Year against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued (in accordance with Section 53321(d)(3) of the California Government Code), be increased as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 117 by more than ten percent above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults. To the extent that the levy of the Facilities Special Tax on Residential Property is limited by the provision in the previous sentence, the levy of the Facilities Special Tax on each Assessor's Parcel of Non-Residential Property shall continue in equal percentages up to 100% of the applicable Maximum Facilities Special Tax.

2. Services Special Tax

Commencing with Fiscal Year 2026-2027, and for each following Fiscal Year, the CFD Administrator shall determine the Special Tax Requirement for Services and shall levy the Services Special Tax Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Services Special Tax as needed to satisfy the Special Tax Requirement for Services;

E. EXEMPTIONS

1. Facilities Special Tax

No Facilities Special Tax shall be levied on up to 12.22 Acres of Public Property and/or Property Owner Association Property in CFD No. 117. Tax-exempt status shall be assigned by the CFD Administrator in the chronological order in which property in CFD No. 117 becomes Public Property or Property Owner Association Property. However, should an Assessor's Parcel no longer be classified as Public Property or Property Owner Association Property, it shall, from that point forward, be subject to the Facilities Special Tax.

Notwithstanding the above, an Assessor's Parcel in CFD No. 117 that is transferred to a public agency or property owner's association prior to the issuance of the first series of CFD No. 117 Bonds that causes the Acreage of Public Property and Property Owner Association Property to exceed the 12.22 Acreage limit that can be designated by the CFD Administrator under this Section E.1 shall also be exempted from paying the Facilities Special Tax.

Public Property or Property Owner Association Property that is not exempt from the Facilities Special Tax under this Section E.1 shall be subject to the levy of the Facilities Special Tax and shall be taxed Proportionately as part of the fourth step in Section D herein, at up to 100% of the applicable Maximum Facilities Special Tax for Taxable Public Property and Taxable Property Owner Association Property.

In addition, no Facilities Special Tax shall be levied on Lower Income Households Welfare Exemption Property, provided that if, in any Fiscal Year, applicable law does not require that an Assessor's Parcel that is Lower Income Households Welfare Exemption Property be exempt from the Facilities Special Tax, then the Facilities Special Tax shall be levied on such Assessor's Parcel in accordance with this Rate and Method of Apportionment as if such Assessor's Parcel were not classified as Lower Income Households Welfare Exemption Property.

2. Services Special Tax

No Services Special Tax shall be levied on Undeveloped Property, Taxable Public Property, Taxable Property Owner Association Property, Public Property, or Property Owner Association Property.

In addition, no Services Special Tax shall be levied on Lower Income Households Welfare Exemption Property, provided that if, in any Fiscal Year, applicable law does not require that an Assessor's Parcel that is Lower Income Households Welfare Exemption Property be exempt from the Services Special Tax, then the Services Special Tax shall be levied on such Assessor's Parcel in accordance with this Rate and Method of Apportionment as if such Assessor's Parcel were not classified as Lower Income Households Welfare Exemption Property.

F. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 117 may directly bill the Special Tax, and/or may collect Special Taxes at a different time or in a different manner if necessary to meet financial obligations, and, to the extent of the Facilities Special Tax, may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels.

G. APPEALS AND INTERPRETATIONS

Any landowner or resident who feels that the amount of the Special Tax levied on his/her Assessor's Parcel is in error may submit a written appeal to the CFD Administrator, provided that the appellant is current in his/her payment of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, a cash refund shall not be made (except for the last year of levy), but the amount of the Special Tax levied shall be appropriately modified through an adjustment to the Special Tax levy in the following Fiscal Year. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Council by filing a written notice of appeal with the City Clerk, provided that the appellant is current in his/her payment of Special Taxes. This second appeal must specify the reasons for its disagreement with the CFD Administrator's determination.

The CFD Administrator shall interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner or resident appeals. Any decision of the CFD Administrator shall be subject to appeal to the Council whose decision shall be final and binding as to all persons.

H. PREPAYMENT OF FACILITIES SPECIAL TAX

Under this Rate and Method of Apportionment, an Assessor's Parcel within CFD No. 117 is permitted to prepay the Facilities Special Tax. The obligation of the Assessor's Parcel to pay the Facilities Special Tax may be fully prepaid and permanently satisfied or partially prepaid as described herein, provided that a prepayment may be made only for Assessor's Parcels of Developed Property, or for an Assessor's Parcel of Undeveloped Property for which a building permit has been issued after January 1, 2026, and only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Facilities Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount for such Assessor's Parcel. The

CFD Administrator may charge such owner a reasonable fee for providing this service. If there are Outstanding Bonds, prepayment must be made not less than 30 days prior to a date that notice of redemption of CFD No. 117 Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture that is specified in the report of the Facilities Special Tax Prepayment Amount (defined below).

The following additional definitions apply to this Section H:

"CFD Public Facilities Costs" means either $9,463,900 in 2026 dollars, which shall increase by the Construction Inflation Index on July 1, 2027, and on each July 1 thereafter, or such lower number as (i) shall be determined by the CFD Administrator as sufficient to provide funding for the Authorized Facilities under the authorized bonding program for CFD No. 117, or (ii) shall be determined by the Council concurrently with a covenant that it shall not issue any more CFD No. 117 Bonds (except refunding bonds) to be supported by the Facilities Special Tax levy under this Rate and Method of Apportionment.

"Construction Inflation Index" means the annual percentage change in the Engineering News Record Building Cost Index for the City of Los Angeles, measured as of the month of December in the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Engineering News Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means the CFD Public Facilities Costs minus (i) costs of Authorized Facilities previously paid from the Improvement Fund, (ii) moneys currently on deposit in the Improvement Fund available to pay costs of Authorized Facilities, and (iii) the amount the CFD Administrator reasonably expects to derive from the reinvestment of these funds.

"Improvement Fund" means a fund or account specifically identified in the Indenture (or prior to the issuance of the first series of CFD No. 117 Bonds a fund or account held by the City) to hold funds which are currently available for expenditure to acquire or construct Authorized Facilities.

"Previously Issued Bonds" means, for any Fiscal Year, all Outstanding Bonds that are outstanding under the Indenture after the first interest and/or principal payment date following the current Fiscal Year.

1. Prepayment in Full

The Facilities Special Tax Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

Bond Redemption Amount		
plus		Redemption Premium
plus		Future Facilities Amount
plus		Defeasance Amount
plus		Administrative Fees and Expenses
less		Reserve Fund Credit
less		Capitalized Interest Credit
Total:	equals	Facilities Special Tax Prepayment Amount

As of the proposed date of prepayment, the Facilities Special Tax Prepayment Amount shall be calculated according to the following paragraphs:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.

2. For Assessor's Parcels of Developed Property, compute the Assigned Facilities Special Tax and Backup Facilities Special Tax for the Assessor's Parcel to be prepaid. For Assessor's Parcels of Undeveloped Property for which a building permit has been issued after January 1, 2026, compute the Assigned Facilities Special Tax and Backup Facilities Special Tax for that Assessor's Parcel as though it was already designated as Developed Property, based upon the building permit which has already been issued for such Assessor's Parcel.

3. (a) Divide the Assigned Facilities Special Tax computed pursuant to paragraph 2 by the total estimated Assigned Facilities Special Tax levy for CFD No. 117 based on the Assigned Facilities Special Taxes for Developed Property which could be levied on all expected development assuming Buildout of CFD No. 117, excluding any Assessor's Parcels which have been prepaid, and

   (b) Divide the Backup Facilities Special Tax computed pursuant to paragraph 2 by the total estimated Backup Facilities Special Taxes at Buildout for the entire CFD No. 117, excluding any Assessor's Parcels which have been prepaid.

4. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the Previously Issued Bonds to compute the amount of Previously Issued Bonds to be redeemed (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium (e.g., the redemption price minus 100%) set forth in the Indenture, if any, on the Previously Issued Bonds to be redeemed (the "Redemption Premium").

6. Compute the current Future Facilities Costs.

7. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the redemption date for the Previously Issued Bonds specified in the report of the Facilities Special Tax Prepayment Amount.

9. Determine the Facilities Special Tax levied on the Assessor's Parcel in the current Fiscal Year which has not yet been paid.

10. Compute the minimum amount the CFD Administrator reasonably expects to derive from the reinvestment of the Facilities Special Tax Prepayment Amount, less any interest earnings attributed to the Future Facilities Amount, and less any interest earnings attributed to the Administrative Fees and Expenses (defined below) from the date of prepayment until the redemption date for the Previously Issued Bonds to be redeemed with the prepayment.

11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").

12. The administrative fees and expenses of CFD No. 117 are as calculated by the CFD Administrator and include the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 117 Bonds, and the costs of

recording any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").

13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Previously Issued Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Previously Issued Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero. No Reserve Fund Credit shall be granted if the amount then on deposit in the reserve fund for the Previously Issued Bonds is below 100% of the reserve requirement (as defined in the Indenture).
14. If any capitalized interest for the Previously Issued Bonds will not have been expended as of the date immediately following the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the expected balance in the capitalized interest fund or account under the Indenture after such first interest and/or principal payment date (the "Capitalized Interest Credit").
15. The Facilities Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "Facilities Special Tax Prepayment Amount").

2. Prepayment in Part

The amount of the prepayment shall be calculated as in Section H.1; except that a partial prepayment shall be calculated according to the following formula:

PP = [(PE – A) x F] + A

These terms have the following meaning:

PP = the partial prepayment.

PE = the Facilities Special Tax Prepayment Amount calculated according to Section H.1.

F = the percentage, expressed as a decimal, by which the owner of the Assessor's Parcel is partially prepaying the Facilities Special Tax.

A = the Administrative Fees and Expenses calculated according to Section H.1.

3. General Provisions Applicable to the Prepayment of Facilities Special Tax

(a). Use of the Facilities Special Tax Prepayment Amount

The Facilities Special Tax Prepayment Amount, less the Administrative Fees and Expenses calculated according to Section H.1 which shall be retained by CFD No. 117, and less the Future Facilities Amount calculated according to Section H.1 which shall be deposited into the Improvement Fund, shall be deposited into specific funds established under the Indenture, to fully or partially redeem as many Outstanding Bonds as possible, and, if amounts are less than $5,000, to make debt service payments on the Outstanding Bonds.

(b). Full Prepayment of Facilities Special Tax

Upon confirmation of the payment of the current Fiscal Year's entire Facilities Special Tax obligation, the CFD Administrator shall remove the current Fiscal Year's Facilities Special

Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid in accordance with Section H.1, the CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of the Facilities Special Tax and the release of the Facilities Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Facilities Special Tax shall cease.

(c). Partial Prepayment of Facilities Special Tax

With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute or cause to be distributed the funds remitted to it according to Section H.3.(a) and (ii) indicate in the records of CFD No. 117 that there has been a partial prepayment of the Facilities Special Tax and that a portion of the Facilities Special Tax with respect to such Assessor's parcel, equal to the outstanding percentage (1.00 – F) of the remaining Maximum Facilities Special Tax, shall continue to be levied on such Assessor's Parcel pursuant to Section D herein.

(d). Debt Service Coverage

Notwithstanding the foregoing, no prepayment of the Facilities Special Tax shall be allowed unless the amount of Facilities Special Tax that may be levied on Taxable Property (assuming Buildout) within CFD No. 117 in each future Fiscal Year (after excluding Public Property and Property Owner Association Property as set forth in Section E.1 herein), after the proposed prepayment, is at least equal to the sum of (i) 1.10 times the debt service necessary to support the remaining Outstanding Bonds in each corresponding Fiscal Year, and (ii) Administrative Expenses.

I. TERM OF SPECIAL TAX

The Facilities Special Tax shall be levied for a period not to exceed fifty years commencing with Fiscal Year 2026-2027. The Services Special Tax shall be levied in perpetuity to fund the Special Tax Requirement for Services.

EXHIBIT A
CERTIFICATE TO AMEND FACILITIES SPECIAL TAX
CFD NO. 117 CERTIFICATE

1. Pursuant to Section C.1 of the Rate and Method of Apportionment (the "Rate and Method") for City of Fontana Community Facilities District No. 117 (Southridge) ("CFD No. 117"), the Assigned Facilities Special Tax and the Backup Facilities Special Tax for Developed Property within CFD No. 117 has been reduced as described herein.

   (a) The information in Table 1 of the Rate and Method relating to the Assigned Facilities Special Tax for Residential Property within CFD No. 117 shall be modified as follows:

Land Use Class	Description	Residential Floor Area (square feet)	Original Assigned Facilities Special Tax	Reduced Assigned Facilities Special Tax
1	Residential Property	2,175 or greater	$3,706 per unit	$[_____] per unit
2	Residential Property	2,025 to less than 2,175	$3,435 per unit	$[_____] per unit
3	Residential Property	1,875 to less than 2,025	$3,382 per unit	$[_____] per unit
4	Residential Property	1,725 to less than 1,875	$3,184 per unit	$[_____] per unit
5	Residential Property	Less than 1,725	$3,107 per unit	$[_____] per unit

   (b) The Assigned Facilities Special Tax for Non-Residential Property, as stated in Section C.1.a.(3) of the Rate and Method, shall be reduced from $42,665 per Acre to $[_____] per Acre.

   (c) The Backup Facilities Special Tax for Developed Property, as stated in Section C.1.a.(4) of the Rate and Method, shall be reduced from $50,190 per Acre to $[_____] per Acre.

2. The Assigned Facilities Special Tax and the Backup Facilities Special Tax for Developed Property may only be reduced prior to the first issuance of CFD No. 117 Bonds.

3. Upon execution of the certificate by CFD No. 117, CFD No. 117 shall cause an amended notice of Special Tax lien for CFD No. 117 to be recorded reflecting the reductions set forth herein.

All capitalized terms used herein shall have the meanings set forth in the Rate and Method.

By:_____ Date:_____
CFD Administrator

By execution hereof, the undersigned acknowledge, on behalf of CFD No. 117, receipt of this certificate and modification of the Rate and Method as set forth in this certificate.

CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 117 (SOUTHRIDGE)

By:_____ Date:_____

RESOLUTION NO. 2026-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA DEEMING IT NECESSARY FOR CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 117 (SOUTHRIDGE) TO INCUR BONDED INDEBTEDNESS

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

WHEREAS, on March 10, 2026, the City Council also adopted a resolution entitled "A Resolution of the City Council of the City of Fontana, California Declaring it Necessary for City of Fontana Community Facilities District No. 117 (Southridge) to Incur Bonded Indebtedness" (the "Resolution Declaring Necessity"), declaring it necessary for the Community Facilities District to incur bonded indebtedness and setting the date for a public hearing to be held on the proposed debt authorization;

WHEREAS, pursuant to the Resolution Declaring Necessity, notice of said public hearing was published in the *Fontana Herald News*, a newspaper of general circulation published in the area of the Community Facilities District, in accordance with the Act;

WHEREAS, on this date, the City Council opened, conducted and closed said public hearing;

WHEREAS, at said public hearing, any person interested, including persons owning property within the area and desiring to appear and present any matters material to the questions set forth in the Resolution Declaring Necessity appeared and presented such matters;

WHEREAS, oral or written protests against the proposed debt issue were not made or filed at or before said public hearing by 50% or more of the registered voters, or six registered voters, whichever is more, residing within the territory proposed to be included in the Community Facilities District, or the owners of one-half or more of the area of land in the territory proposed to be included in the Community Facilities District and not exempt from the Special Tax;

WHEREAS, the City Council deems it necessary for the Community Facilities District to incur bonded indebtedness;

WHEREAS, on this date, the City Council adopted a resolution entitled "A Resolution of the City Council of the City of Fontana, California of Formation of City of Fontana Community Facilities District No. 117 (Southridge), Proposing that the Community Facilities District Be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District Be Established;"

WHEREAS, the City Clerk of the City (the "City Clerk") is the election official that will conduct the special election on the proposition to authorize the Community Facilities District to incur bonded indebtedness;

WHEREAS, there has been filed with the City Clerk a letter from the Registrar of Voters of the County of San Bernardino indicating that no persons were registered to vote within the territory of the Community Facilities District as of March 13, 2026, which demonstrates that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of said public hearing;

WHEREAS, there has been filed with the City Clerk consents and waivers of all of the landowners of record in the Community Facilities District consenting to the waiver of, and waiving, any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said special election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), consenting to the holding of said special election on April 14, 2026, and consenting to the waiver of, and waiving, any impartial analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act; and

WHEREAS, the City Clerk has concurred in said waivers and has concurred in holding said special election on April 14, 2026;

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

Section 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

Section 2. The City Council deems it necessary for the Community Facilities District to incur the bonded indebtedness.

Section 3. The bonded indebtedness will be incurred for the purpose of financing the costs of the Facilities, including all costs and estimated costs incidental to, or connected with, the accomplishment of said purpose, including, but not limited to, such costs and estimated costs as are described in Section 53345.3 of the Act.

Section 4. In accordance with the previous determination of the City Council, the whole of the Community Facilities District will pay for the bonded indebtedness.

Section 5. The maximum amount of debt to be incurred is $14,000,000.

Section 6. The maximum term the bonds to be issued shall run before maturity is 40 years.

Section 7. The maximum annual rate of interest to be paid shall not exceed the maximum interest rate permitted by applicable law at the time of sale of the bonds, payable semiannually or at such times as the City Council or its designee shall determine, the actual rate or rates and times of payment of such interest to be determined by the City Council or its designee at the time or times of sale of the bonds.

Section 8. The proposition to authorize the Community Facilities District to incur the bonded indebtedness shall be submitted to the qualified electors of the Community Facilities District.

Section 9. The City Council hereby finds and determines that no persons were registered to vote within the territory of the Community Facilities District as of March 13, 2026, and that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearing held by the City Council on the proposed debt issue for the Community Facilities District. Accordingly, pursuant to Section 53326 of the Act, the vote shall be by the landowners of the Community Facilities District and each person who is the owner of land as of the close of said public hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the Community Facilities District not exempt from the Special Tax.

Section 10. The City Council hereby finds and determines that the qualified electors of the Community Facilities District have (a) unanimously consented to the waiver of, and have waived, any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), (b) unanimously consented to the holding of said election on April 14, 2026, and (c) unanimously consented to the waiver of, and have waived, any impartial analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act. The City Council hereby finds and determines that the City Clerk has concurred in said waivers and has concurred in holding said election on April 14, 2026.

Section 11. The date of the special community facilities district election (which shall be consolidated with the special district election to authorize the Community Facilities District to levy the Special Tax) at which time the proposition to authorize the Community Facilities District to incur the bonded indebtedness shall be submitted to the voters is April 14, 2026.

Section 12. As authorized by Section 53353.5 of the Act, the propositions to authorize the Community Facilities District to incur such bonded indebtedness, to authorize the Community Facilities to levy the Special Tax and to establish an appropriations limit of the Community Facilities District shall be combined into one ballot proposition.

Section 13. Pursuant to Section 53326 of the Act, the election shall be conducted by mail or hand-delivered ballot. The voted ballots are required to be received in the office of the City Clerk no later than 2:00 p.m. on April 14, 2026; provided, however, that if all of the qualified electors have voted prior to such time, the election may be closed with the concurrence of the City Clerk.

Section 14. All actions heretofore taken by the officers, employees and agents of the City with respect to the incurrence of bonded indebtedness by the Community Facilities District, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

Section 15. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 16. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 14th day of April 2026.

READ AND APPROVED AS TO LEGAL FORM:

_____

City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council of said City at a regular meeting thereof, held on the 14th day of April 2026, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk of the City of Fontana

Mayor of the City of Fontana

ATTEST:

City Clerk

RESOLUTION NO. 2026-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA CALLING SPECIAL ELECTION FOR CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 117 (SOUTHRIDGE)

WHEREAS, on this date, the City Council (the "City Council") of the City of Fontana (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Fontana, California of Formation of City of Fontana Community Facilities District No. 117 (Southridge), Proposing that the Community Facilities District Be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District Be Established" (the "Resolution of Formation"), establishing City of Fontana Community Facilities District No. 117 (Southridge) (the "Community Facilities District"), proposing that the Community Facilities District be authorized to levy a special tax (the "Special Tax") within the Community Facilities District for the purpose of financing certain public facilities (the "Facilities") and services and proposing that an appropriations limit of the Community Facilities District be established at $14,000,000;

WHEREAS, on this date, the City Council also adopted a resolution entitled "A Resolution of the City Council of the City of Fontana, California Deeming it Necessary for City of Fontana Community Facilities District No. 117 (Southridge) to Incur Bonded Indebtedness" (the "Resolution Deeming Necessity"), deeming it necessary for the Community Facilities District to incur bonded indebtedness in a maximum amount of $14,000,000;

WHEREAS, pursuant to the provisions of the Act and said resolutions, the propositions to authorize the Community Facilities District to incur such bonded indebtedness, to authorize the Community Facilities District to levy the Special Tax and to establish such appropriations limit of the Community Facilities District are to be submitted to the qualified electors of the Community Facilities District at a special election;

WHEREAS, the City Council desires to designate the City Clerk of the City (the "City Clerk") as the election official for such special election;

WHEREAS, there has been filed with the City Clerk a letter from the Registrar of Voters of the County of San Bernardino indicating that no persons were registered to vote within the territory of the Community Facilities District as of March 13, 2026, which demonstrates that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearings on the establishment of the Community Facilities District and the proposed debt issue for the Community Facilities District;

WHEREAS, there has been filed with the City Clerk consents and waivers of all of the landowners of record in the Community Facilities District consenting to the waiver of, and waiving, any time limit specified by Section 53326 of the Act and any requirement

pertaining to the conduct of said special election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), consenting to the holding of said special election on April 14, 2026 and consenting to the waiver of, and waiving, any impartial analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act; and

WHEREAS, the City Clerk has concurred in said waivers and has concurred in holding said special election on April 14, 2026;

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

Section 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

Section 2. Pursuant to Sections 53351, 53326 and 53325.7 of the Act, the propositions to authorize the Community Facilities District to incur bonded indebtedness, to authorize the Community Facilities District to levy the Special Tax and to establish the appropriations limit of the Community Facilities District shall be submitted to the qualified electors of the Community Facilities District at an election called therefor as provided below.

Section 3. The City Clerk is hereby designated as the official to conduct said election.

Section 4. As authorized by Section 53353.5 of the Act, the propositions to authorize the Community Facilities District to incur such bonded indebtedness, to authorize the Community Facilities District to levy the Special Tax and to establish such appropriations limit of the Community Facilities District shall be combined into one ballot proposition.

Section 5. The City Council hereby finds and determines that no persons were registered to vote within the territory of the Community Facilities District as of March 13, 2026, and that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearings heretofore held by the City Council on the establishment of the Community Facilities District and the proposed debt issue for the Community Facilities District. Accordingly, pursuant to Section 53326 of the Act, the vote shall be by the landowners of the Community Facilities District and each person who is the owner of land as of the close of said public hearings, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the Community Facilities District not exempt from the Special Tax.

Section 6. The City Council hereby finds and determines that the qualified electors of the Community Facilities District have (a) unanimously consented to the waiver of, and have waived, any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with

Section 53345 of the Act), (b) unanimously consented to the holding of said election on April 14, 2026, and (c) unanimously consented to the waiver of, and have waived, any impartial analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act. The City Council hereby finds and determines that the City Clerk has concurred in said waivers and has concurred in holding said election on April 14, 2026.

Section 7. The City Council hereby calls a special election to submit to the qualified electors of the Community Facilities District the combined ballot proposition to authorize the Community Facilities District to incur bonded indebtedness in a maximum amount of $14,000,000, to authorize the Community Facilities to levy the Special Tax and to establish the appropriations limit of the Community Facilities District at $14,000,000, which election shall be held at 8437 Sierra Avenue, Fontana, California, on April 14, 2026. The City Council has caused to be provided to the City Clerk, as the official to conduct the election, the Resolution of Formation, the Resolution Deeming Necessity, a certified map of sufficient scale and clarity to show the boundaries of the Community Facilities District and a sufficient description to allow the City Clerk to determine the boundaries of the Community Facilities District.

The voted ballots shall be returned to the City Clerk not later than 2:00 p.m. on April 14, 2026; provided, however, that if all of the qualified electors have voted prior to such time, the election may be closed with the concurrence of the City Clerk.

Section 8. Pursuant to Section 53326 of the Act, the election shall be conducted by mail or hand-delivered ballot pursuant to Section 4000 *et. seq.* of the California Elections Code. Except as otherwise provided in the Act, the provisions of law regulating elections of the City, insofar as they may be applicable, shall govern the election.

Section 9. The form of the ballot for the election, which sets forth the measure to be submitted to the voters, is attached hereto as Exhibit A and by this reference incorporated herein, and such form of ballot is hereby approved. The City Clerk shall cause to be delivered to each of the qualified electors of the Community Facilities District a ballot in said form, together with all supplies and written instructions necessary for the use and return of the ballot. The number of votes to be voted by a particular landowner shall be specified on the ballot provided to that landowner.

The identification envelope for return of a ballot shall be enclosed with such ballot, shall have the return postage prepaid, and shall contain: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or the authorized representative of the landowner entitled to vote and is the person whose name appears on the identification envelope, (c) the printed name and signature of the voter, (d) the date of signing and place of execution of the declaration described in clause (b) above, and (e) a notice that the envelope contains an official ballot and is to be opened only by the canvassing board.

Analysis and arguments with respect to the measure submitted to the voters are hereby waived, as provided in Section 53327 of the Act.

Section 10. The City Clerk shall accept the ballots of the qualified electors in the office of the City Clerk at 16860 Valencia Avenue, Fontana, California, to and including 2:00 p.m. on April 14, 2026, whether said ballots be personally delivered or received by mail. The City Clerk shall have available ballots that may be marked at said location on the election day by said qualified electors.

Section 11. The City Council hereby determines that the facilities and services financed by the Community Facilities District are necessary to meet increased demands placed upon local agencies as a result of development occurring in the Community Facilities District.

Section 12. The specific purpose of the bonded indebtedness that the Community Facilities District is proposed to be authorized to incur is the financing of the Facilities, including all costs and estimated costs incidental to, or connected with, the accomplishment of such purpose, and the proceeds of such bonded indebtedness shall be applied only to such specific purpose.

Upon approval of the proposition to authorize the Community Facilities District to incur bonded indebtedness, and the sale of any bonds evidencing such indebtedness, the City Council shall take such action as may be necessary to cause to be established an account for deposit of the proceeds of sale of the bonds. For so long as any proceeds of the bonds remain unexpended, the Chief Financial Officer, Finance Department, of the City shall cause to be filed with the City Council, no later than January 1 of each year, a report stating (a) the amount of bond proceeds received and expended during the preceding year, and (b) the status of any project funded or to be funded from bond proceeds. Said report may relate to the calendar year, fiscal year or other appropriate annual period, as the Chief Financial Officer, Finance Department, of the City shall determine, and may be incorporated into the annual budget, audit or other appropriate routine report to the City Council.

Section 13. All actions heretofore taken by the officers, employees and agents of the City with respect to the special election called pursuant hereto, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

Section 14. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 15. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 14th day of April 2026.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council of said City at a regular meeting thereof, held on the 14th day of April 2026, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk of the City of Fontana

Mayor of the City of Fontana

ATTEST:

City Clerk

EXHIBIT A

OFFICIAL BALLOT

CITY OF FONTANA
April 14, 2026

SPECIAL ELECTION

This ballot is for a special, landowner election. The number of votes to be voted pursuant to this ballot is ___.

INSTRUCTIONS TO VOTERS:

To vote on the measure, mark a cross (+ or X) in the voting square after the word "YES" or after the word "NO". All distinguishing marks or erasures are forbidden and make the ballot void. If you wrongly mark, tear or deface this ballot, return it to the City Clerk of the City of Fontana and obtain another.

CITY OF FONTANA
COMMUNITY FACILITIES DISTRICT NO. 117
(SOUTHRIDGE)

MEASURE: Shall the measure to authorize City of Fontana Community Facilities District No. 117 (Southridge) (the "Community Facilities District") to incur bonded indebtedness in a maximum amount of $14,000,000, to authorize the Community Facilities District to levy a special tax in order to finance certain facilities and services and to establish the annual appropriations limit of the Community Facilities District at $14,000,000, as specified in the resolutions adopted by the City Council of the City of Fontana on April 14, 2026 entitled "A Resolution of the City Council of the City of Fontana, California of Formation of City of Fontana Community Facilities District No. 117 (Southridge), Proposing that the Community Facilities District Be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District Be Established" and "A Resolution of the City Council of the City of Fontana, California Deeming it Necessary for City of Fontana Community Facilities District No. 117 (Southridge) to Incur Bonded Indebtedness," be adopted?

Yes: ☐

No: ☐

RESOLUTION NO. 2026-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN

WHEREAS, on April 14, 2026, the City Council (the "City Council") of the City of Fontana (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Fontana, California Calling Special Election for City of Fontana Community Facilities District No. 117 (Southridge)" (the "Resolution Calling Election"), calling a special election to submit to the qualified electors of City of Fontana Community Facilities District No. 117 (Southridge) (the "Community Facilities District") the combined ballot proposition to authorize the Community Facilities District to incur bonded indebtedness, to authorize the Community Facilities District to levy a special tax and to establish the appropriations limit of the Community Facilities District;

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Act, the special election was held on April 14, 2026; and

WHEREAS, the City Clerk of the City (the "City Clerk") has certified the canvass of the returns of the election and has filed a Canvass and Statement of Results of Election (the "Canvass"), a copy of which is attached hereto as Exhibit A;

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

Section 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

Section 2. The City Council has received, reviewed and hereby accepts the Canvass.

Section 3. The City Council hereby finds and declares that the ballot proposition submitted to the qualified electors of the Community Facilities District pursuant to the Resolution Calling Election has been passed and approved by such electors in accordance with Section 53355, Section 53328 and Section 53325.7 of the Act.

Section 4. The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of San Bernardino a notice of special tax lien in the form required by the Act, said recording to occur no later than 15 days following adoption by the City Council of this Resolution.

Section 5. All actions heretofore taken by the officers, employees and agents of the City with respect to the special election, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

Section 6. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 7. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 14th day of April 2026.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council of said City at a regular meeting thereof, held on the 14th day of April 2026, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk

EXHIBIT A

[See attached]

CITY OF FONTANA
COMMUNITY FACILITIES DISTRICT NO. 117
(SOUTHRIDGE)

CANVASS AND STATEMENT OF RESULTS OF ELECTION

I hereby certify that on April 14, 2026, I canvassed the returns of the special election for City of Fontana Community Facilities District No. 117 (Southridge) held on April 14, 2026, that the total number of ballots cast in said Community Facilities District and the total number of votes cast for and against the combined ballot proposition submitted to the qualified electors of the Community Facilities District are as follows and that the totals as shown for and against such proposition are true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
City of Fontana Community Facilities District No. 117 (Southridge) Special Election, April 14, 2026	33	____	____	____

MEASURE: Shall the measure to authorize City of Fontana Community Facilities District No. 117 (Southridge) (the "Community Facilities District") to incur bonded indebtedness in a maximum amount of $14,000,000, to authorize the Community Facilities District to levy a special tax in order to finance certain facilities and services and to establish the annual appropriations limit of the Community Facilities District at $14,000,000, as specified in the resolutions adopted by the City Council of the City of Fontana on April 14, 2026 entitled "A Resolution of the City Council of the City of Fontana, California of Formation of City of Fontana Community Facilities District No. 117 (Southridge), Proposing that the Community Facilities District Be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District Be Established" and "A Resolution of the City Council of the City of Fontana, California Deeming it Necessary for City of Fontana Community Facilities District No. 117 (Southridge) to Incur Bonded Indebtedness," be adopted?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 14th day of April 2026.

By: _____
Germaine Key, City Clerk

RESOLUTION NO. 2026-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA AUTHORIZING THE EXECUTION AND DELIVERY OF A LETTER OF CREDIT AGREEMENT AND AN ACQUISITION AND FUNDING AGREEMENT

WHEREAS, the City Council (the "City Council") of the City of Fontana (the "City") has, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), established City of Fontana Community Facilities District No. 117 (Southridge) (the "Community Facilities District");

WHEREAS, it is anticipated that, in order to finance certain public facilities, the Community Facilities District will issue special tax bonds (the "Bonds") secured by a special tax (the "Special Tax") levied within the Community Facilities District;

WHEREAS, KB HOME Cal Management Services LLC, a Delaware limited liability company (the "Developer"), proposes to develop the property within the Community Facilities District;

WHEREAS, it is contemplated that the property within the Community Facilities District may be substantially undeveloped at the time the Bonds are issued and that, as a result, a significant portion of the Special Tax securing the Bonds would be levied on undeveloped property;

WHEREAS, in order to increase the credit quality of the Bond issue, the Community Facilities District may require, as a condition to the issuance of the Bonds, that the Developer provide a letter of credit securing the payment of the Special Tax levied on certain of such undeveloped property within the Community Facilities District;

WHEREAS, in order to evidence such requirement and the matters pertaining thereto, there has been prepared and presented to this meeting a form of Letter of Credit Agreement, by and between the Community Facilities District and the Developer (such Letter of Credit Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Letter of Credit Agreement");

WHEREAS, the Developer proposes to construct, or cause to be constructed, certain of the public facilities proposed to be financed by the Community Facilities District pursuant to the Act, and the Community Facilities District proposes to purchase such public facilities from the Developer, title to which public facilities will be taken by the City;

WHEREAS, the Community Facilities District, the City and the Developer desire to provide for the priority in which Special Tax and proceeds of the Bonds are to be applied and certain other matters regarding the Community Facilities District, the Special Tax and the Bonds;

WHEREAS, in order to provide for such matters, there has been prepared and presented to this meeting a form of Acquisition and Funding Agreement by and among the Community Facilities District, the City and the Developer (such Acquisition and Funding Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Acquisition Agreement"); and

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

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

Section 1. The Letter of Credit Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, be and the same is hereby approved. Each of the Mayor of the City, and such other member of the City Council as the Mayor may designate, the City Manager of the City and the Chief Financial Officer, Finance Department, of the City, and such other officer or employee of the City as the City Manager may designate (the "Authorized Officers") is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the Community Facilities District, to execute and deliver the Letter of Credit Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Letter of Credit Agreement by such Authorized Officer.

Section 2. The Acquisition Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, be and the same is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the Community Facilities District, to execute and deliver the Acquisition Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Acquisition Agreement by such Authorized Officer.

Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the City, to execute and deliver the Acquisition Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Acquisition Agreement by such Authorized Officer.

Section 3. All actions heretofore taken by the officers, employees and agents of the City with respect to the Letter of Credit Agreement and the Acquisition Agreement, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

Section 4. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 5. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 14th day of April 2026.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council of said City at a regular meeting thereof, held on the 14th day of April 2026, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk

ORDINANCE NO. 1986

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED this 28th day of April 2026.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk

CITY OF FONTANA
COMMUNITY FACILITIES DISTRICT NO. 117
(SOUTHRIDGE)

CONCURRENCE OF ELECTION OFFICIAL

I, Germaine Key, City Clerk of the City of Fontana (the "City"), hereby certify as follows:

(a) that I am the election official responsible for conducting special elections in the City; and

(b) that, pursuant to Section 53326(a) of the Mello-Roos Community Facilities Act of 1982 (the "Act"), I do hereby concur in (i) the holding on the date hereof of the special election to submit to the qualified electors of City of Fontana Community Facilities District No. 117 (Southridge) (the "Community Facilities District") the combined ballot proposition to authorize the Community Facilities District to incur bonded indebtedness, to authorize the Community Facilities District to levy a special tax and to establish an appropriations limit of the Community Facilities District, as provided in the resolution entitled "A Resolution of the City Council of the City of Fontana, California Calling Special Election for City of Fontana Community Facilities District No. 117 (Southridge)," proposed to be adopted by the City Council of the City on the date hereof, and (ii) the waiving by the unanimous consent of the qualified electors of the Community Facilities District of any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of the election, including any time limit or requirement applicable to any election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act).

Dated: April 14, 2026

_____
Germaine Key, City Clerk

www.FinanceDTA.com

COMMUNITY FACILITIES DISTRICT REPORT

CITY OF FONTANA
COMMUNITY FACILITIES DISTRICT NO. 117 (SOUTHRIDGE)

Report Date: April 14, 2026

Public Finance
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COMMUNITY FACILITIES DISTRICT REPORT
FOR
CITY OF FONTANA
COMMUNITY FACILITIES DISTRICT NO. 117
(SOUTHRIDGE)

Prepared for:

City of Fontana

16860 Valencia Avenue

Fontana, CA 92335

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I INTRODUCTION

WHEREAS, the City Council of the City of Fontana (hereinafter referred to as the "Council") did, pursuant to the provision of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2 of Title 5 (commencing with Section 53311) of the Government Code of the State of California (hereinafter referred to as the "Act"), and specifically Section 53321.5 thereof, expressly order the filing of a written "Report" with the legislative body of the proposed Community Facilities District ("CFD"). This CFD being City of Fontana CFD No. 117 (Southridge) shall hereinafter be referred to as:

"CFD No. 117"; and,

WHEREAS, on March 10, 2026, Council, pursuant to the Act, adopted a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA OF INTENTION TO ESTABLISH A COMMUNITY FACILITIES DISTRICT PROPOSED TO BE NAMED CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 117 (SOUTHRIDGE) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN" (hereinafter referred to as the "Resolution of Intention") directing that the Report generally contain the following:

1. A brief description of the public facilities and services by type that will be required to adequately meet the needs of CFD No. 117; and
2. An estimate of the cost of providing the public facilities and services, including an estimate of the fair and reasonable cost of the public facilities proposed to be purchased as completed public facilities and of the incidental expenses proposed to be paid.

WHEREAS, each officer of the City of Fontana (hereinafter referred to as the "City") who is or will be responsible for providing one or more of the proposed types of public facilities or services to be financed by CFD No. 117 has hereby directed DTA Public Finance, Inc. ("DTA") to study the proposed CFD No. 117 and, at or before the time of the public hearing on the establishment of CFD No. 117, file the Report with Council pursuant to the provisions of the Resolution of Intention.

NOW, THEREFORE, DTA does hereby submit the Report.

II PROJECT DESCRIPTION

CFD No. 117 encompasses approximately 32.2 gross acres of land within the City located on the east side of Live Oak Avenue and south of Village Drive. Of this acreage, approximately 20.0 acres are expected to be developed into uses subject to a Mello-Roos Special Tax[1]. At buildout, it is currently anticipated that CFD No. 117 will consist of approximately two hundred fifty-five (255) detached condominium units ranging in size from 1,710 to 2,320 square feet.

[1] *Please note that all capitalized terms used herein, unless otherwise indicated, shall have the meanings defined in the Rate and Method of Apportionment for CFD No. 117.*

III DESCRIPTION AND ESTIMATED COSTS OF PUBLIC FACILITIES AND SERVICES

A CFD may provide for the purchase, construction, expansion or rehabilitation of any real or tangible property, including public facilities and infrastructure improvements, with an estimated useful life of five (5) years or longer, which is necessary to meet increased demands placed upon local agencies as a result of development or rehabilitation occurring within the CFD. In addition, a CFD may pay in full all amounts necessary to eliminate any fixed special assessment liens or to pay, repay, or defease any obligation to pay for any indebtedness secured by any tax, fee, charge, or assessment levied within the area of the CFD. A CFD may also provide for the financing of certain public services to meet these demands.

A Description of Public Facilities and Services

The type of public facilities proposed to be eligible for funding by CFD No. 117, as identified in the resolution establishing CFD No. 117 (the "Resolution of Formation"), shall consist of those listed below. It is intended that CFD No. 117 will be authorized to finance all or a portion of the costs of any of the following public facilities to be owned and operated by the City, and such public facilities shall be constructed, whether or not acquired in their completed states, pursuant to the plans and specifications approved by the City:

A.1 Facilities

The types of public facilities to be financed by CFD No. 117 are streets, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, sewers, storm drains, flood control facilities, fire protection facilities, police facilities, public facilities, library facilities, water distribution, treatment and storage facilities, dry utilities including natural gas electricity and telecommunications, and park and recreation facilities including trails and pathways, and land, landscaping, rights-of-way and easements necessary for any of such facilities and incidental expenses.

A.2 Facilities Authorized to be Purchased as Completed Public Facilities

The types of public facilities to be purchased as completed facilities are streets, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, sewers, storm drains, water distribution, treatment and storage facilities, dry utilities including natural gas electricity and telecommunications, and park and recreation facilities including trails and pathways, and land, landscaping, rights-of-way and easements necessary for any of such facilities and incidental expenses.

A.3 Services

The types of public services proposed to be eligible for funding by CFD No. 117 are fire protection and suppression services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

A.4 Incidental Expenses

The incidental expenses proposed to be incurred include the following:

- The cost of planning and designing public facilities to be financed by CFD No. 117, including the cost of environmental evaluations of those facilities;
- The costs associated with the creation of CFD No. 117, issuance of CFD No. 117 bonds (the "Bonds"), determination of the amount of taxes, collection of taxes, payment of taxes, or costs otherwise incurred in order to carry out the authorized purposes of CFD No. 117; and
- Any other expenses incidental to the construction, completion, and inspection of the authorized work.

B Estimated Costs of Public Facilities and Services

The estimated costs of infrastructure and facilities proposed to be eligible for funding by CFD No. 117 are set forth in the table below. The costs listed below are estimates only and actual costs may differ from those estimates herein. As previously referenced, it is intended that CFD No. 117 will be authorized to finance all or a portion of the costs of any of the following public facilities:

CFD No. 117 (SOUTHRIDGE) PUBLIC FACILITIES	AMOUNT
Acquisition Facilities	***$3,537,410*** [1]
Park, Trail & Landscaping Improvements	$3,281,375
Streetlighting Improvements	$256,035
Dry Utilities	***$550,000*** [2]
Other Public Facilities	***$3,893,340*** [3]
Circulation Facility Improvements	$1,704,675
Storm Drain Improvements	$1,023,060
Sewer System Improvements	$260,865
Active Transportation Plan	$235,875
Police Facility Improvements	$140,760
Public Facility Improvements	$132,600
Local Arterials Improvements	$132,090
Fire Facility Improvements	$109,905
Landscape Median Improvements	$83,130
Traffic Signal Improvements	$40,800
Library Facility Improvements	$29,580
Additional Capital Facility Infrastructure Improvements (Estimate)	**$1,839,000**
TOTAL ESTIMATED COSTS	**$9,819,750**

[1] Represents construction costs estimates provided by the project landowner and their consultants. Subject to review and confirmation.
[2] Represents estimated dry utilities costs provided by the project landowner and their consultants, not to exceed 5% of total indebtedness. Preliminary, subject to review and confirmation.
[3] Represents estimated amount of Permit Fees provided by the project landowner and their consultants and subject to review and confirmation.

In addition, CFD No. 117 is expected to finance the annual costs to provide fire protection and suppression services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services, and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City. The Services Special Tax within CFD No. 117 has been established to pay for these public services at approximately $1,080 per detached condominium unit per year. This amount is subject to change based on the actual need that arises as development progresses within CFD No. 117 and shall also be subject to an annual increase as specified in Section C.2 of the Rate and Method of Apportionment (defined herein).

IV BONDED INDEBTEDNESS AND INCIDENTAL EXPENSES

A Projected Bond Sales

The maximum authorized bonded indebtedness for CFD No. 117 is $14,000,000. It is anticipated that CFD No. 117 will sell one or more series of Bonds, as determined necessary and appropriate by Council, as development progresses within CFD No. 117.

B Incidental Bond Issuance Expenses to be Included in the Proposed Bonded Indebtedness

Pursuant to Section 53345.3 of the Act, bonded indebtedness may include all costs and estimated costs incidental to, or connected with, the accomplishment of the purpose for which the proposed debt is to be incurred, including, but not limited to, the estimated costs of construction or acquisition of buildings, or both; acquisition of land, rights-of-way, water, sewer, or other capacity or connection fees; satisfaction of contractual obligations relating to expenses or the advancement of funds for expenses existing at the time the bonds are issued, architectural, engineering, inspection, legal, fiscal, and financial consultant fees; bond and other reserve funds; discount fees; interest on any bonds of the district estimated to be due and payable within two years of issuance of the bonds; election costs; and all costs of issuance of the bonds, including, but not limited to, fees for bond counsel, disclosure counsel and the City's general counsel, costs of obtaining credit ratings, bond insurance premiums, fees for letters of credit, and other credit enhancement costs, and printing costs. For the Bonds proposed to be issued by CFD No. 117, the reserve requirement is estimated at approximately seven percent of the principal amount of Bonds, capitalized interest is estimated at approximately five percent of the principal amount of Bonds, and all other incidental bond issuance expenses are estimated at approximately four percent of the principal amount of Bonds. Actual bond issuance expenses, including the amount of Bond funded capitalized interest, may vary from the above estimates.

C Incidental Expenses to be Included in the Annual Levy of Special Taxes

Pursuant to Section 53340 of the Act, the proceeds of any special tax may only be used to pay, in whole or part, the costs of providing public facilities, services and incidental expenses. As defined by the Act, incidental expenses include, but are not limited to, the costs of planning and designing public facilities to be financed, including the costs of environmental evaluations of those public facilities; the costs associated with the creation of the district, issuance of bonds, determination of the amount of taxes, collection of taxes, payment of taxes, or costs otherwise incurred in order to carry out the authorized purposes of the district; any other expenses incidental to the construction, completion, and inspection of the authorized work; and the costs associated with the retirement of existing bonded indebtedness. While the actual costs of administering CFD No. 117 may vary, it is anticipated that the amount of Special Taxes which can be collected senior to the payment of principal and interest on the Bonds will be sufficient to fund at least $20,000 in annual administrative expenses, which shall also be subject to an annual increase of two (2%) annually.

V RATE AND METHOD OF APPORTIONMENT

All of the property located within CFD No. 117, unless exempted by law or by the Rate and Method of Apportionment (defined below), shall be taxed for the purpose of funding public facilities and services authorized to be financed by CFD No. 117. Pursuant to Section 53325.3 of the Act, the tax imposed "is a special tax and not a special assessment, and there is no requirement that the tax be apportioned on the basis of benefit to any property." The special tax "may be based on benefit received by parcels of real property, the costs of making authorized facilities or authorized services available to each parcel or other reasonable basis as determined by the legislative body," although the special tax may not be apportioned on an ad valorem basis pursuant to Article XIIIA of the California Constitution.

The rate and method of apportionment of the special tax (the "Rate and Method of Apportionment") proposed to be levied within CFD No. 117 is described in Exhibit C to the Resolution of Intention. This proposed Rate and Method of Apportionment, also provided herein as Appendix A, provides information sufficient to allow each property owner within CFD No. 117 to estimate the maximum annual Special Tax he or she will be required to pay.

Sections A through D below provide additional information on the Rate and Method of Apportionment.

A Explanation for Special Tax Apportionment

When a community facilities district is formed, a special tax may be levied on each parcel of taxable property within the community facilities district to pay for the construction, acquisition and rehabilitation of public facilities, to pay for authorized services or to repay bonded indebtedness or other related expenses incurred by a community facilities district. This special tax must be apportioned in a reasonable manner; however, the tax may not be apportioned on an ad valorem basis.

When more than one type of land use is present within a community facilities district, several criteria may be considered when apportioning the special tax. Generally, criteria based on building square footage, acreage, and land use are selected, and categories based on such criteria are established to differentiate between parcels of property. These categories are a direct result of the projected product mix and are reflective of the proposed land use types within that community facilities district. Specific special tax levels are assigned to each land use class, with all parcels within a land use class assigned the same special tax rate.

The Act does not require that special taxes be apportioned to individual parcels based on benefit received. However, in order to ensure fairness and equity, benefit principles have been incorporated in establishing the Special Tax rates for CFD No. 117.

The major assumption inherent in the Special Tax rates set forth in the Rate and Method of

Apportionment is that the level of benefit received from the proposed public facilities and services is a function of land use and/or product type. This assumption is borne out through an examination of commonly accepted statistical measures for public facility usage.

For example, in measuring average weekday vehicle trip-ends, the Institute of Transportation Engineer's Trip Generation manual identifies land use as the primary determinant of trip-end magnitude. Larger residential dwelling units typically generate a greater number of trip-ends than do smaller residential dwelling units, and therefore, will tend to receive more benefit from road grading, road landscaping and road improvements.

Drainage and flood control requirements generally vary with the amount of impervious ground cover per parcel. It follows that large homes situated on large lots have more impervious ground cover which will create more drainage flows than that of smaller homes situated on smaller lots.

In addition, sewer treatment costs are based on plant capacity to treat Biochemical Oxygen Demand ("BOD"), Suspended Solids ("SS"), and the flow rate. Other variables for water and sewer requirements include storage and fire flow requirements, as well as the number of bathrooms and fixture units in the home and the population of the household, which tends to vary directly with the size of the dwelling unit.

Furthermore, larger buildings typically generate a greater number of "person hours," or the number of hours per week that residents associated with a specific type of land use could potentially use park and recreation facilities, or require the need for the proposed public services.

Therefore, Special Tax rates have been established for residential and non-residential land use classes for CFD No. 117. In addition, in order to ensure fairness, the Special Tax rates are uniformly applied within each land use class. The Special Tax for a parcel of Residential Property within CFD No. 117 will vary directly based on the amount of Residential Floor Area associated with each such parcel. The Special Tax for Non-Residential Property, if any, in CFD No. 117 will vary directly with the acreage of such parcel.

Based on the types of public facilities and services that are proposed for CFD No. 117 and the factors described above, the Special Taxes assigned to Developed Properties are generally proportionate to the relative benefits received by them, and, accordingly, the Special Taxes in CFD No. 117 can be considered fair and reasonable.

B Maximum Facilities Special Tax

Table 1 within the Rate and Method of Apportionment lists the Assigned Facilities Special Tax that may be levied on each Assessor's Parcel classified as Developed Property within CFD No. 117 to fund the Special Tax Requirement for Facilities. The Facilities Special Tax for an Assessor's Parcel of Developed Property cannot exceed the rates shown in such

Table 1, except when the Backup Facilities Special Tax is applied as discussed in Section C below. Furthermore, the Maximum Facilities Special Tax for each Assessor's Parcel of Undeveloped Property, Taxable Public Property, and Taxable Property Owner Association Property shall equal $50,190 per Acre.

C Backup Facilities Special Tax

Pursuant to the Rate and Method of Apportionment, the Maximum Facilities Special Tax for each Assessor's Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Facilities Special Tax or (ii) the amount derived by application of the Backup Facilities Special Tax. The Backup Facilities Special Tax for an Assessor's Parcel of Developed Property shall equal $50,190 per Acre, or such lower amount as determined pursuant to Section C.1.a.(4) of the Rate and Method of Apportionment.

D Maximum Services Special Tax

Table 2 within the Rate and Method of Apportionment lists the Fiscal Year 2026-2027 Maximum Services Special Tax that may be levied against Developed Property within CFD No. 117 to fund the Special Tax Requirement for Services. On each July 1, commencing July 1, 2027, the Maximum Services Special Tax shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year. No Services Special Tax shall be levied on Undeveloped Property, Taxable Public Property, Taxable Property Owner Association Property, Public Property or Property Owner Association Property in CFD No. 117. Refer to Section C.2 of the Rate and Method of Apportionment for further details on the Services Special Tax.

E Accuracy of Information

In order to establish the Maximum Special Tax rates for CFD No. 117 as set forth in the Rate and Method of Apportionment, DTA has relied on information including, but not limited to, land-use types, building square footage, and net taxable acreage provided by others. DTA has not independently verified such data and disclaims responsibility for the impact of inaccurate data, if any, on the Rate and Method of Apportionment for CFD No. 117, including the inability to meet the financial obligations within CFD No. 117.

VI BOUNDARIES OF THE CFD

The boundaries of CFD No. 117 include all land on which the Special Taxes may be levied. A reduced scale map showing the boundaries of CFD No. 117 is provided herein as Appendix B. A full-scale map is on file with the City Clerk of the City and was recorded on March 17, 2026, in Book 92 of Maps of Assessment and Community Facilities Districts at Page 91, as Document No. 2026-0070067 in the office of the County Recorder in the County of San Bernardino.

VII GENERAL TERMS AND CONDITIONS

A Substitution of Facilities and Services

The descriptions of the public facilities and services, as set forth herein, are general in their nature. The City will determine the final nature, location, and costs of facilities and services upon the preparation of final plans and specifications. The final plans may show substitutes, in lieu of modifications to the proposed work in order to accomplish the work of improvement, and any such substitution shall not be a change or modification in the proceedings as long as the public facilities and services provide a service substantially similar to that as set forth in this Report.

B Appeals and Interpretations

Pursuant to Section G of the Rate and Method of Apportionment, any landowner or resident who feels that the amount of the Special Tax levied on his/her Assessor's Parcel is in error may submit a written appeal to the CFD Administrator, provided that the appellant is current in his/her payment of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, a cash refund shall not be made (except for the last year of levy), but the amount of the Special Tax levied shall be appropriately modified through an adjustment to the Special Tax levy in the following Fiscal Year. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Council by filing a written notice of appeal with the City Clerk, provided that the appellant is current in his/her payment of Special Taxes. This second appeal must specify the reasons for its disagreement with the CFD Administrator's determination.

The CFD Administrator shall interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner or resident appeals. Any decision of the CFD Administrator shall be subject to appeal to the Council whose decision shall be final and binding as to all persons.

C Prepayment of Special Tax

The Facilities Special Tax applicable to an Assessor's Parcel in CFD No. 117 may be prepaid according to the prepayment provisions identified in Section H of the Rate and Method of Apportionment. The Services Special Tax may not be prepaid.

APPENDIX A

City of Fontana
Community Facilities District No. 117
(Southridge)

RATE AND METHOD OF APPORTIONMENT

RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 117 (SOUTHRIDGE) CITY OF FONTANA, COUNTY OF SAN BERNARDINO STATE OF CALIFONIA

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in City of Fontana Community Facilities District No. 117 (Southridge) ("CFD No. 117") and collected each Fiscal Year commencing in Fiscal Year 2026-2027, in an amount determined by the City Council of the City of Fontana, through the application of the Rate and Method of Apportionment as described below. All of the real property in CFD No. 117, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or **"Acreage"** means the land area expressed in acres of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County map or the land area calculated to the reasonable satisfaction of the CFD Administrator using the boundaries set forth on such map or plan. For residential dwelling units within a condominium plan, the Acres applicable to each residential dwelling unit shall be determined by dividing (i) the Acres of the underlying lot or parcel on which the residential dwelling unit is constructed or to be constructed, by (ii) the total number of residential dwelling units constructed or to be constructed on such lot or parcel. The square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 (commencing with Section 53311) of the California Government Code.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 117, including but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 117 or any designee thereof of complying with arbitrage rebate requirements with respect to the Special Tax and CFD No. 117 Bonds; the costs to the City, CFD No. 117 or any designee thereof of complying with disclosure requirements of the City, CFD No. 117 or obligated persons associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 117, or any designee thereof related to the reduction of the Assigned Facilities Special Tax and Backup Facilities Special Tax in accordance with Section C.1 herein; the costs of the City, CFD No. 117 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses related to CFD No. 117 Bonds. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 117 for any other administrative purposes of CFD

No. 117, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor" means the Assessor of the County.

"Assessor's Parcel" means a lot or parcel to which an Assessor's parcel number is assigned as determined from an Assessor's Parcel Map or the applicable assessment roll.

"Assessor's Parcel Map" means an official map of the Assessor designating parcels by Assessor's Parcel number.

"Assigned Facilities Special Tax" means the applicable Facilities Special Tax for (i) Residential Property as determined in accordance with Section C.1.a.(2) herein, and (ii) Non-Residential Property as determined in accordance with Section C.1.a.(3) herein.

"Authorized Facilities" means those facilities eligible to be funded by CFD No. 117.

"Authorized Services" means those services eligible to be funded by CFD No. 117 in accordance with the Act, namely, fire protection and suppression services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

"Backup Facilities Special Tax" means the Facilities Special Tax applicable to each Assessor's Parcel of Developed Property, as determined in accordance with Section C.1.a.(4) herein.

"Buildout" means, for CFD No. 117, that all expected building permits for residential dwelling units and/or non-residential development to be constructed within CFD No. 117 have been issued, as determined by the CFD Administrator.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement for Facilities and the Special Tax Requirement for Services, providing for the levy and collection of the Special Taxes, and performing other duties as set forth herein.

"CFD No. 117" means City of Fontana Community Facilities District No. 117 (Southridge).

"CFD No. 117 Bonds" means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 117 and secured by the Facilities Special Tax levy on property within the boundaries of CFD No. 117 under the Act.

"City" means the City of Fontana, California.

"Contractual Impositions" means (a) a voluntary contractual assessment established and levied on an Assessor's Parcel pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.10 *et seq.*), as amended from time to time, (b) a special tax established and levied on an Assessor's Parcel pursuant to Section 53328.1 of the California Government Code and related provisions of the Act, as amended from time to time, and (c) any other fee, charge, tax or assessment established and levied on an individual Assessor's Parcel pursuant to a contractual agreement or other voluntary consent by the owner thereof.

"Council" means the City Council of the City acting as the legislative body of CFD No. 117.

"County" means the County of San Bernardino.

"Developed Property" means, for each Fiscal Year, (i) with respect to the Facilities Special Tax, all Taxable Property, exclusive of Taxable Public Property and Taxable Property Owner Association Property, for which a building permit for new construction, other than the construction of a garage, parking lot, or parking structure, was issued after January 1, 2026 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Facilities Special Taxes are being levied, and (ii) with respect to the Services Special Tax, all Taxable Property, exclusive of Taxable Public Property and Taxable Property Owner Association Property, (a) for which the Final Residential Subdivision was recorded prior to the Fiscal Year for which the Services Special Taxes are being levied, or (b) for which a building permit has been issued with respect to Non-Residential Property on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Services Special Taxes are being levied.

"Facilities Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property within CFD No. 117 to fund the Special Tax Requirement for Facilities, as set forth in Section C.1 herein.

"Final Residential Subdivision" means a Final Subdivision that creates individual lots for which building permits may be issued for residential dwelling units without further subdivision of such property.

"Final Subdivision" means (i) a subdivision of property by recordation of a final map, parcel map, or lot line adjustment approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots or parcels for which building permits may be issued, or (ii) for condominiums, a final map approved by the City and a condominium plan recorded pursuant to California Civil Code Section 4285 that creates an individual lot(s) for which a building permit(s) may be issued without further subdivision. The term "Final Subdivision" shall not include any Assessor's Parcel Map or subdivision map or portion thereof that does not create individual lots for which a building permit may be issued, including Assessor's Parcels that are designated as remainder parcels. Notwithstanding the above, a condominium plan for which one or more building permits have been issued, but no individual lots have been created for such building permits, shall be considered a Final Subdivision, and the portion of the condominium plan for which building permits have been issued shall be defined as Developed Property.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Indenture" means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which CFD No. 117 Bonds are issued, as modified, amended and/or supplemented from time to time.

"Land Use Class" means any of the classes listed in Table 1 or Table 2 herein.

"Lower Income Households Welfare Exemption Property" means, for each Fiscal Year, an Assessor's Parcel within the boundaries of CFD No. 117 that is subject to a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the County's assessment roll finalized as of the last preceding January 1.

"Maximum Facilities Special Tax" means the maximum Facilities Special Tax, determined in accordance with Section C.1 herein, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Maximum Services Special Tax" means the maximum Services Special Tax, determined in accordance with Section C.2 herein, that can be levied in any Fiscal Year on any Assessor's Parcel of Developed Property.

"Minimum Sale Price" means the minimum price at which any parcel in a given Land Use Class has sold or is expected to be sold in a normal marketing environment and shall not include prices for such parcels that are sold at a discount to expected sales prices for the purpose of stimulating the initial sales activity with respect to such Land Use Class.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued by the City permitting the construction of one or more non-residential structures or facilities.

"Outstanding Bonds" means all CFD No. 117 Bonds which are outstanding under the Indenture.

"Price Point Consultant" means any consultant or firm of such consultants selected by CFD No. 117 that (a) has substantial experience in performing price point studies for residential dwelling units within community facilities districts or otherwise estimating or confirming pricing for residential dwelling units in community facilities districts, (b) has recognized expertise in analyzing economic and real estate data that relates to the pricing of residential dwelling units in community facilities districts, (c) is in fact independent and not under the control of CFD No. 117 or the City, (d) does not have any substantial interest, direct or indirect, with or in (i) CFD No. 117, (ii) the City, (iii) any owner of real property in CFD No. 117, or (iv) any real property in CFD No. 117, and (e) is not connected with CFD No. 117 or the City as an officer or employee thereof, but who may be regularly retained to make reports to CFD No. 117 or the City.

"Price Point Study" means a price point study or a letter updating a previous price point study prepared by the Price Point Consultant pursuant to Section C herein.

"Property Owner Association Property" means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 117 for which the owner of record, as determined from the County's assessment roll for the Fiscal Year in which the Special Tax is being levied, is a property owner's association, including any master or sub-association, or (ii) any property located in a Final Subdivision that was recorded as of the January 1 preceding the Fiscal Year in which the Special Tax is being levied and which, as determined from such Final Subdivision, is or will be open space, a common area recreation facility, or a private street. Notwithstanding the foregoing, any property previously classified as Developed Property and subsequently owned in fee or by easement, or dedicated to, a property owner association, including any master or sub-association, shall remain classified as Developed Property.

"Proportionately" means that the ratio of the actual Facilities Special Tax levy to the Assigned Facilities Special Tax is equal for all Assessor's Parcels of Developed Property, and that the ratio of the actual Services Special Tax levy to the Maximum Services Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Facilities Special Tax levy per Acre to the Maximum Facilities Special Tax per Acre is equal for all Assessor's Parcels of Undeveloped Property. The term "Proportionately" shall similarly be applied to other categories of Taxable Property as listed in Section D herein.

"Public Property" means, for each Fiscal Year, any property within the boundaries of CFD No. 117 that is (i) owned by, irrevocably offered or dedicated to the federal government, the State, the

County, the City, or any local government or other public agency, provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by a public utility easement making impractical its use for any purpose other than that set forth in the easement.

"Rate and Method of Apportionment" means this Rate and Method of Apportionment for CFD No. 117.

"Residential Floor Area" means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area for an Assessor's Parcel shall be as set forth in the building permit(s) issued for such Assessor's Parcel and/or as set forth in the appropriate records kept by the Building and Safety Department of the City, or other applicable City department, as determined by the CFD Administrator.

"Residential Property" means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued by the City permitting the construction thereon of one or more residential dwelling units.

"Services Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property within CFD No. 117 to fund the Special Tax Requirement for Services, as set forth in Section C.2 herein.

"Special Tax" or "Special Taxes" means the Facilities Special Tax and/or Services Special Tax, as applicable.

"Special Tax Requirement for Facilities" means, for any Fiscal Year, that amount required, after taking into account available amounts held in the funds and accounts under the Indenture, for the following items: (i) debt service on all Outstanding Bonds due in the calendar year commencing in such Fiscal Year; (ii) periodic costs with respect to the CFD No. 117 Bonds, including but not limited to, costs of credit enhancement and federal rebate payments due in the calendar year commencing in such Fiscal Year; (iii) pay all or a portion of Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) without duplicating any amounts described in clause (iv), above, reasonably anticipated Facilities Special Tax delinquencies based on the delinquency rate for the Facilities Special Tax in the previous Fiscal Year, as said levy for delinquencies shall be limited by the Act; and (vi) pay directly for the acquisition or construction of Authorized Facilities, provided that the inclusion of such amount does not increase the Facilities Special Tax levy beyond the first step in Section D.1 herein.

"Special Tax Requirement for Services" means that amount required in any Fiscal Year for CFD No. 117 to (i) pay directly for the Authorized Services; (ii) pay Administrative Expenses not funded through the Special Tax Requirement for Facilities as determined by the CFD Administrator; (iii) pay for reasonably anticipated Services Special Tax delinquencies based on the delinquency rate for the Services Special Tax levy in the previous Fiscal Year; less (iv) a credit for funds available to reduce the annual Services Special Tax levy, as determined by the CFD Administrator, so long as the amount required is not less than zero.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 117 which are not exempt from the Special Tax pursuant to applicable law or Section E herein.

"Taxable Property Owner Association Property" means all Assessor's Parcels of Property Owner Association Property that are not exempt pursuant to Section E herein.

"Taxable Public Property" means all Assessor's Parcels of Public Property that are not exempt pursuant to Section E herein.

"Total Tax Burden" means, for a parcel of residential property within a Land Use Class, for the Fiscal Year in which Total Tax Burden is being calculated, the sum of (a) the Assigned Facilities Special Tax for such Fiscal Year, plus (b) the Maximum Services Special Tax for such Fiscal Year, plus (c) the *ad valorem* property taxes, special assessments, special taxes for any overlapping community facilities districts, and any other governmental fees, charges (other than fees or charges for services such as sewer and trash), taxes and assessments (which, for purposes of clarity, do not include Contractual Impositions) collected by the County on *ad valorem* tax bills and that the CFD Administrator estimates would be levied or imposed on such residential property in such Fiscal Year if the residential dwelling unit thereon or therein had been completed and sold, and was subject to such fees, charges, taxes and assessments in such Fiscal Year.

"Trustee" means the trustee or fiscal agent under the Indenture.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Public Property or Taxable Property Owner Association Property.

Please refer to additional definitions in Section H herein relating to the Prepayment of Facilities Special Tax.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, commencing with Fiscal Year 2026-2027, all Taxable Property within CFD No. 117 shall be classified as Developed Property, Undeveloped Property, Taxable Public Property or Taxable Property Owner Association Property, and shall be subject to Special Taxes in accordance with this Rate and Method of Apportionment determined pursuant to Sections C and D herein.

C. MAXIMUM SPECIAL TAX RATE

1. Facilities Special Tax

At least 30 days prior to the issuance of the first series of CFD No. 117 Bonds, the Assigned Facilities Special Tax for Residential Property (set forth in Table 1 below) shall be analyzed in accordance with and subject to the conditions set forth in this Section C. At such time, the CFD Administrator shall request the Price Point Consultant to prepare a Price Point Study setting forth the Minimum Sale Price of residential property within each Land Use Class. If based upon such Price Point Study the CFD Administrator calculates that the Total Tax Burden applicable to one or more Land Use Classes of residential property constructed or to be constructed within CFD No. 117 shall exceed 1.95% of the Minimum Sale Price of such residential property constructed or to be constructed within CFD No. 117, the CFD Administrator shall reduce the Assigned Facilities Special Tax to the extent necessary to cause the Total Tax Burden that shall apply to residential property within such Land Use Class(es) to not exceed 1.95% of the Minimum Sale Price of such residential property. Each Assigned Facilities Special Tax reduction for a Land Use Class shall be calculated separately, and it shall not be required that such reduction be proportionate among Land Use Classes. In connection with any reduction in the Assigned Facilities Special Tax for Residential Property, the CFD Administrator shall also reduce the Assigned Facilities Special Tax for Non-Residential in accordance with Section C.1.a.(3) herein, and the Backup Facilities Special Tax in accordance with Section C.1.a.(4) herein. Upon determining the reductions, if any, in the

Assigned Facilities Special Tax and Backup Facilities Special Tax required pursuant to this Section C, the CFD Administrator shall complete the Certificate to Amend Facilities Special Tax substantially in the form attached hereto as Exhibit A (the "Certificate to Amend") and shall execute such completed Certificate to Amend and shall deliver such Certificate to Amend to CFD No. 117. Upon receipt thereof, if in satisfactory form, CFD No. 117 shall execute such Certificate to Amend. The reduced Assigned Facilities Special Tax and Backup Facilities Special Tax specified in such Certificate to Amend shall become effective upon the execution of such Certificate to Amend by CFD No. 117. The Assigned Facilities Special Tax and Backup Facilities Special Tax reductions permitted pursuant to this Section C shall be reflected in an amended notice of Special Tax lien which CFD No. 117 shall cause to be recorded with the San Bernardino County Recorder as soon as practicable after execution of the Certificate to Amend by CFD No. 117. If based upon such Price Point Study the CFD Administrator calculates that the Total Tax Burden applicable to each Land Use Class of residential property constructed or to be constructed within CFD No. 117 does not exceed 1.95% of the Minimum Sale Price of each such Land Use Class of residential property constructed or to be constructed within CFD No. 117, then there shall be no reduction in the Assigned Facilities Special Tax, nor shall there be a reduction in the Backup Facilities Special Tax.

a. Developed Property

(1). Maximum Facilities Special Tax

The Maximum Facilities Special Tax for each Assessor's Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Facilities Special Tax or (ii) the amount derived by application of the Backup Facilities Special Tax.

(2). Assigned Facilities Special Tax for Residential Property

Residential Property shall be assigned to Land Use Classes 1 through 5 as listed in Table 1 below based on the Residential Floor Area associated with each such residential dwelling unit. The Assigned Facilities Special Tax that shall be levied in any Fiscal Year for each Land Use Class is shown below in Table 1 and shall not be subject to escalation.

Table 1
Assigned Facilities Special Tax for Residential Property
City of Fontana CFD No. 117 (Southridge)

Land Use Class	Description	Residential Floor Area (square feet)	Assigned Facilities Special Tax
1	Residential Property	2,175 or greater	$3,706 per unit
2	Residential Property	2,025 to less than 2,175	$3,435 per unit
3	Residential Property	1,875 to less than 2,025	$3,382 per unit
4	Residential Property	1,725 to less than 1,875	$3,184 per unit
5	Residential Property	Less than 1,725	$3,107 per unit

(3). Assigned Facilities Special Tax for Non-Residential Property

The Assigned Facilities Special Tax for an Assessor's Parcel of Non-Residential Property shall equal the lesser of (a) $42,665 per Acre, or (b) in connection with any reduction in

the Assigned Facilities Special Tax as set forth in Section C.1 herein, the amount per Acre calculated pursuant to the formula below:

RAFST = AFST ÷ ATP

These terms have the following meaning:

RAFST = the reduced Assigned Facilities Special Tax for Non-Residential Property

AFST = The total estimated Assigned Facilities Special Tax levy for CFD No. 117 based on the reduced Assigned Facilities Special Taxes for Developed Property permitted pursuant to Section C.1 herein which could be levied on all expected development assuming Buildout of CFD No. 117.

ATP = The sum of the Acreage of all Taxable Property within a Final Subdivision (assuming Buildout) within CFD No. 117 (after excluding Public Property and Property Owner Association Property as set forth in Section E.1 herein).

(4). Backup Facilities Special Tax

The Backup Facilities Special Tax for an Assessor's Parcel of Developed Property shall equal the lesser of (a) $50,190 per Acre, or (b) in connection with any reduction in the Assigned Facilities Special Tax as set forth in Section C.1 herein, the amount per Acre calculated pursuant to the formula below:

BFST = AFST ÷ ATP

These terms have the following meaning:

BFST = the reduced Backup Facilities Special Tax

AFST = The total estimated Assigned Facilities Special Tax levy for CFD No. 117 based on the reduced Assigned Facilities Special Taxes for Developed Property permitted pursuant to Section C.1 herein which could be levied on all expected development assuming Buildout of CFD No. 117.

ATP = The sum of the Acreage of all Taxable Property within a Final Subdivision (assuming Buildout) within CFD No. 117 (after excluding Public Property and Property Owner Association Property as set forth in Section E.1 herein) multiplied by 85%.

Furthermore, all Assessors' Parcels within CFD No. 117 shall be relieved simultaneously and permanently from the obligation to pay and disclose the Backup Facilities Special Tax if the CFD Administrator calculates that (i) the annual debt service required for the Outstanding Bonds, when compared to the Assigned Facilities Special Tax that shall be levied against all Assessors' Parcels of Developed Property in CFD No. 117 results in 110% debt service coverage (i.e., the Assigned Facilities Special Tax that shall be levied against all Developed Property in CFD No. 117 in each remaining Fiscal Year based on the then existing development is at least equal to the sum of (a) 1.10 times the debt service necessary to support the remaining Outstanding Bonds in each corresponding Fiscal Year, and (b) Administrative Expenses), and (ii) all authorized CFD No. 117 Bonds have already been issued or the Council has covenanted that it shall not issue any additional CFD No. 117 Bonds (except refunding bonds) to be supported by the Facilities Special Tax in CFD No. 117.

(5). Multiple Land Uses

In some instances an Assessor's Parcel may contain both Developed Property and Undeveloped Property. In such cases, the Acreage of the Assessor's Parcel shall be allocated between Developed Property and Undeveloped Property based on the portion of the Assessor's Parcel for which building permits had been issued prior to May 1 of the prior Fiscal Year and the portion of the Assessor's Parcel for which building permits had not been issued prior to May 1 of the prior Fiscal Year.

Furthermore, Developed Property may contain more than one Land Use Class. In such cases, the Acreage that is considered Developed Property shall be allocated between Residential Property and Non-Residential Property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Maximum Facilities Special Tax that can be levied on such Assessor's Parcel shall be the sum of the Maximum Facilities Special Tax that can be levied on each type of property located on that Assessor's Parcel.

The CFD Administrator's allocation to each type of property shall be final.

b. Undeveloped Property, Taxable Public Property, and Taxable Property Owner Association Property

The Maximum Facilities Special Tax for each Assessor's Parcel of Undeveloped Property, Taxable Public Property, and Taxable Property Owner Association Property shall be $50,190 per Acre and shall not be subject to escalation and shall therefore remain the same in every Fiscal Year.

2. Services Special Tax

For purposes of the Services Special Tax, an Assessor(s) Parcel of Developed Property within a Final Residential Subdivision shall be assigned to Land Use Class 1, as identified in Table 2 below. Non-Residential Property shall be assigned to Land Use Class 2. Furthermore, the Services Special Tax levied against each Assessor's Parcel within a Final Residential Subdivision shall be based on the number of residential dwelling units for which building permits have been issued or are expected to be issued for such Assessor's Parcel, as determined by the CFD Administrator based on such Final Residential Subdivision or other available documents.

a. Maximum Services Special Tax

The Fiscal Year 2026-2027 Maximum Services Special Tax for each Land Use Class of Developed Property is shown below in Table 2.

Table 2
Maximum Services Special Tax for Developed Property
City of Fontana CFD No. 117 (Southridge)

Land Use Class	Description	Fiscal Year 2026-2027 Maximum Services Special Tax
1	Final Residential Subdivision	$1,080.45 per unit
2	Non-Residential Property	$13,765.00 per Acre

b. Increase in the Maximum Services Special Tax

The Maximum Services Special Tax in Table 2 above shall be applicable for Fiscal Year 2026-2027, and shall increase thereafter, commencing on July 1, 2027, and on each July 1 thereafter by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

c. Multiple Land Uses

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. In such cases, the Acreage of Developed Property shall be allocated between Residential Property and Non-Residential Property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Maximum Services Special Tax that can be levied on such Assessor's Parcel shall be the sum of the Maximum Services Special Tax that can be levied on each type of property located on that Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

1. Facilities Special Tax

Commencing with Fiscal Year 2026-2027, and for each following Fiscal Year, the CFD Administrator shall determine the Special Tax Requirement for Facilities and shall provide for the levy of the Facilities Special Tax each Fiscal Year as follows:

First: The Facilities Special Tax shall be levied on each Assessor's Parcel of Developed Property in an amount equal to 100% of the applicable Assigned Facilities Special Tax;

Second: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first step has been completed, the Facilities Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the Maximum Facilities Special Tax for Undeveloped Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first two steps have been completed, then the levy of the Facilities Special Tax on each Assessor's Parcel of Developed Property whose Maximum Facilities Special Tax is determined through the application of the Backup Facilities Special Tax shall be increased in equal percentages from the Assigned Facilities Special Tax up to the Maximum Facilities Special Tax for each such Assessor's Parcel;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first three steps have been completed, then the Facilities Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property and Taxable Property Owner Association Property at up to 100% of the Maximum Facilities Special Tax for Taxable Public Property and Taxable Property Owner Association Property, as needed to satisfy the Special Tax Requirement for Facilities.

Notwithstanding the above, the CFD Administrator shall, in any Fiscal Year, calculate a levy Proportionately less than 100% of the Assigned Facilities Special Tax in step one (above), when (i) the CFD Administrator is no longer required to provide for the levy of the Facilities Special Tax pursuant to steps two through four above in order to meet the Special Tax Requirement for Facilities; and (ii) all authorized CFD No. 117 Bonds have already been issued or the Council has covenanted that it shall not issue any additional CFD No. 117 Bonds (except refunding bonds) to be supported by the Facilities Special Tax.

Further notwithstanding the above, under no circumstances shall the Facilities Special Tax levied in any Fiscal Year against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued (in accordance with Section 53321(d)(3) of the California Government Code), be increased as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 117 by more than ten percent above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults. To the extent that the levy of the Facilities Special Tax on Residential Property is limited by the provision in the previous sentence, the levy of the Facilities Special Tax on each Assessor's Parcel of Non-Residential Property shall continue in equal percentages up to 100% of the applicable Maximum Facilities Special Tax.

2. Services Special Tax

Commencing with Fiscal Year 2026-2027, and for each following Fiscal Year, the CFD Administrator shall determine the Special Tax Requirement for Services and shall levy the Services Special Tax Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Services Special Tax as needed to satisfy the Special Tax Requirement for Services;

E. EXEMPTIONS

1. Facilities Special Tax

No Facilities Special Tax shall be levied on up to 12.22 Acres of Public Property and/or Property Owner Association Property in CFD No. 117. Tax-exempt status shall be assigned by the CFD Administrator in the chronological order in which property in CFD No. 117 becomes Public Property or Property Owner Association Property. However, should an Assessor's Parcel no longer be classified as Public Property or Property Owner Association Property, it shall, from that point forward, be subject to the Facilities Special Tax.

Notwithstanding the above, an Assessor's Parcel in CFD No. 117 that is transferred to a public agency or property owner's association prior to the issuance of the first series of CFD No. 117 Bonds that causes the Acreage of Public Property and Property Owner Association Property to exceed the 12.22 Acreage limit that can be designated by the CFD Administrator under this Section E.1 shall also be exempted from paying the Facilities Special Tax.

Public Property or Property Owner Association Property that is not exempt from the Facilities Special Tax under this Section E.1 shall be subject to the levy of the Facilities Special Tax and shall be taxed Proportionately as part of the fourth step in Section D herein, at up to 100% of the applicable Maximum Facilities Special Tax for Taxable Public Property and Taxable Property Owner Association Property.

In addition, no Facilities Special Tax shall be levied on Lower Income Households Welfare Exemption Property, provided that if, in any Fiscal Year, applicable law does not require that an Assessor's Parcel that is Lower Income Households Welfare Exemption Property be exempt from the Facilities Special Tax, then the Facilities Special Tax shall be levied on such Assessor's Parcel in accordance with this Rate and Method of Apportionment as if such Assessor's Parcel were not classified as Lower Income Households Welfare Exemption Property.

2. Services Special Tax

No Services Special Tax shall be levied on Undeveloped Property, Taxable Public Property, Taxable Property Owner Association Property, Public Property, or Property Owner Association Property.

In addition, no Services Special Tax shall be levied on Lower Income Households Welfare Exemption Property, provided that if, in any Fiscal Year, applicable law does not require that an Assessor's Parcel that is Lower Income Households Welfare Exemption Property be exempt from the Services Special Tax, then the Services Special Tax shall be levied on such Assessor's Parcel in accordance with this Rate and Method of Apportionment as if such Assessor's Parcel were not classified as Lower Income Households Welfare Exemption Property.

F. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 117 may directly bill the Special Tax, and/or may collect Special Taxes at a different time or in a different manner if necessary to meet financial obligations, and, to the extent of the Facilities Special Tax, may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels.

G. APPEALS AND INTERPRETATIONS

Any landowner or resident who feels that the amount of the Special Tax levied on his/her Assessor's Parcel is in error may submit a written appeal to the CFD Administrator, provided that the appellant is current in his/her payment of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, a cash refund shall not be made (except for the last year of levy), but the amount of the Special Tax levied shall be appropriately modified through an adjustment to the Special Tax levy in the following Fiscal Year. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Council by filing a written notice of appeal with the City Clerk, provided that the appellant is current in his/her payment of Special Taxes. This second appeal must specify the reasons for its disagreement with the CFD Administrator's determination.

The CFD Administrator shall interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner or resident appeals. Any decision of the CFD Administrator shall be subject to appeal to the Council whose decision shall be final and binding as to all persons.

H. PREPAYMENT OF FACILITIES SPECIAL TAX

Under this Rate and Method of Apportionment, an Assessor's Parcel within CFD No. 117 is permitted to prepay the Facilities Special Tax. The obligation of the Assessor's Parcel to pay the Facilities Special Tax may be fully prepaid and permanently satisfied or partially prepaid as described herein, provided that a prepayment may be made only for Assessor's Parcels of Developed Property, or for an Assessor's Parcel of Undeveloped Property for which a building permit has been issued after January 1, 2026, and only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Facilities Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount for such Assessor's Parcel. The

CFD Administrator may charge such owner a reasonable fee for providing this service. If there are Outstanding Bonds, prepayment must be made not less than 30 days prior to a date that notice of redemption of CFD No. 117 Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture that is specified in the report of the Facilities Special Tax Prepayment Amount (defined below).

The following additional definitions apply to this Section H:

"CFD Public Facilities Costs" means either $9,463,900 in 2026 dollars, which shall increase by the Construction Inflation Index on July 1, 2027, and on each July 1 thereafter, or such lower number as (i) shall be determined by the CFD Administrator as sufficient to provide funding for the Authorized Facilities under the authorized bonding program for CFD No. 117, or (ii) shall be determined by the Council concurrently with a covenant that it shall not issue any more CFD No. 117 Bonds (except refunding bonds) to be supported by the Facilities Special Tax levy under this Rate and Method of Apportionment.

"Construction Inflation Index" means the annual percentage change in the Engineering News Record Building Cost Index for the City of Los Angeles, measured as of the month of December in the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Engineering News Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means the CFD Public Facilities Costs minus (i) costs of Authorized Facilities previously paid from the Improvement Fund, (ii) moneys currently on deposit in the Improvement Fund available to pay costs of Authorized Facilities, and (iii) the amount the CFD Administrator reasonably expects to derive from the reinvestment of these funds.

"Improvement Fund" means a fund or account specifically identified in the Indenture (or prior to the issuance of the first series of CFD No. 117 Bonds a fund or account held by the City) to hold funds which are currently available for expenditure to acquire or construct Authorized Facilities.

"Previously Issued Bonds" means, for any Fiscal Year, all Outstanding Bonds that are outstanding under the Indenture after the first interest and/or principal payment date following the current Fiscal Year.

1. Prepayment in Full

The Facilities Special Tax Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

Bond Redemption Amount	
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
less	Capitalized Interest Credit
Total: equals	Facilities Special Tax Prepayment Amount

As of the proposed date of prepayment, the Facilities Special Tax Prepayment Amount shall be calculated according to the following paragraphs:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.

2. For Assessor's Parcels of Developed Property, compute the Assigned Facilities Special Tax and Backup Facilities Special Tax for the Assessor's Parcel to be prepaid. For Assessor's Parcels of Undeveloped Property for which a building permit has been issued after January 1, 2026, compute the Assigned Facilities Special Tax and Backup Facilities Special Tax for that Assessor's Parcel as though it was already designated as Developed Property, based upon the building permit which has already been issued for such Assessor's Parcel.

3. (a) Divide the Assigned Facilities Special Tax computed pursuant to paragraph 2 by the total estimated Assigned Facilities Special Tax levy for CFD No. 117 based on the Assigned Facilities Special Taxes for Developed Property which could be levied on all expected development assuming Buildout of CFD No. 117, excluding any Assessor's Parcels which have been prepaid, and

   (b) Divide the Backup Facilities Special Tax computed pursuant to paragraph 2 by the total estimated Backup Facilities Special Taxes at Buildout for the entire CFD No. 117, excluding any Assessor's Parcels which have been prepaid.

4. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the Previously Issued Bonds to compute the amount of Previously Issued Bonds to be redeemed (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium (e.g., the redemption price minus 100%) set forth in the Indenture, if any, on the Previously Issued Bonds to be redeemed (the "Redemption Premium").

6. Compute the current Future Facilities Costs.

7. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the redemption date for the Previously Issued Bonds specified in the report of the Facilities Special Tax Prepayment Amount.

9. Determine the Facilities Special Tax levied on the Assessor's Parcel in the current Fiscal Year which has not yet been paid.

10. Compute the minimum amount the CFD Administrator reasonably expects to derive from the reinvestment of the Facilities Special Tax Prepayment Amount, less any interest earnings attributed to the Future Facilities Amount, and less any interest earnings attributed to the Administrative Fees and Expenses (defined below) from the date of prepayment until the redemption date for the Previously Issued Bonds to be redeemed with the prepayment.

11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").

12. The administrative fees and expenses of CFD No. 117 are as calculated by the CFD Administrator and include the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 117 Bonds, and the costs of

recording any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").

13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Previously Issued Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Previously Issued Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero. No Reserve Fund Credit shall be granted if the amount then on deposit in the reserve fund for the Previously Issued Bonds is below 100% of the reserve requirement (as defined in the Indenture).
14. If any capitalized interest for the Previously Issued Bonds will not have been expended as of the date immediately following the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the expected balance in the capitalized interest fund or account under the Indenture after such first interest and/or principal payment date (the "Capitalized Interest Credit").
15. The Facilities Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "Facilities Special Tax Prepayment Amount").

2. Prepayment in Part

The amount of the prepayment shall be calculated as in Section H.1; except that a partial prepayment shall be calculated according to the following formula:

PP = [(PE – A) x F] + A

These terms have the following meaning:

PP = the partial prepayment.

PE = the Facilities Special Tax Prepayment Amount calculated according to Section H.1.

F = the percentage, expressed as a decimal, by which the owner of the Assessor's Parcel is partially prepaying the Facilities Special Tax.

A = the Administrative Fees and Expenses calculated according to Section H.1.

3. General Provisions Applicable to the Prepayment of Facilities Special Tax

(a). Use of the Facilities Special Tax Prepayment Amount

The Facilities Special Tax Prepayment Amount, less the Administrative Fees and Expenses calculated according to Section H.1 which shall be retained by CFD No. 117, and less the Future Facilities Amount calculated according to Section H.1 which shall be deposited into the Improvement Fund, shall be deposited into specific funds established under the Indenture, to fully or partially redeem as many Outstanding Bonds as possible, and, if amounts are less than $5,000, to make debt service payments on the Outstanding Bonds.

(b). Full Prepayment of Facilities Special Tax

Upon confirmation of the payment of the current Fiscal Year's entire Facilities Special Tax obligation, the CFD Administrator shall remove the current Fiscal Year's Facilities Special

Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid in accordance with Section H.1, the CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of the Facilities Special Tax and the release of the Facilities Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Facilities Special Tax shall cease.

(c). Partial Prepayment of Facilities Special Tax

With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute or cause to be distributed the funds remitted to it according to Section H.3.(a) and (ii) indicate in the records of CFD No. 117 that there has been a partial prepayment of the Facilities Special Tax and that a portion of the Facilities Special Tax with respect to such Assessor's parcel, equal to the outstanding percentage (1.00 – F) of the remaining Maximum Facilities Special Tax, shall continue to be levied on such Assessor's Parcel pursuant to Section D herein.

(d). Debt Service Coverage

Notwithstanding the foregoing, no prepayment of the Facilities Special Tax shall be allowed unless the amount of Facilities Special Tax that may be levied on Taxable Property (assuming Buildout) within CFD No. 117 in each future Fiscal Year (after excluding Public Property and Property Owner Association Property as set forth in Section E.1 herein), after the proposed prepayment, is at least equal to the sum of (i) 1.10 times the debt service necessary to support the remaining Outstanding Bonds in each corresponding Fiscal Year, and (ii) Administrative Expenses.

I. TERM OF SPECIAL TAX

The Facilities Special Tax shall be levied for a period not to exceed fifty years commencing with Fiscal Year 2026-2027. The Services Special Tax shall be levied in perpetuity to fund the Special Tax Requirement for Services.

EXHIBIT A
CERTIFICATE TO AMEND FACILITIES SPECIAL TAX
CFD NO. 117 CERTIFICATE

1. Pursuant to Section C.1 of the Rate and Method of Apportionment (the "Rate and Method") for City of Fontana Community Facilities District No. 117 (Southridge) ("CFD No. 117"), the Assigned Facilities Special Tax and the Backup Facilities Special Tax for Developed Property within CFD No. 117 has been reduced as described herein.

   (a) The information in Table 1 of the Rate and Method relating to the Assigned Facilities Special Tax for Residential Property within CFD No. 117 shall be modified as follows:

Land Use Class	Description	Residential Floor Area (square feet)	Original Assigned Facilities Special Tax	Reduced Assigned Facilities Special Tax
1	Residential Property	2,175 or greater	$3,706 per unit	$[_____] per unit
2	Residential Property	2,025 to less than 2,175	$3,435 per unit	$[_____] per unit
3	Residential Property	1,875 to less than 2,025	$3,382 per unit	$[_____] per unit
4	Residential Property	1,725 to less than 1,875	$3,184 per unit	$[_____] per unit
5	Residential Property	Less than 1,725	$3,107 per unit	$[_____] per unit

   (b) The Assigned Facilities Special Tax for Non-Residential Property, as stated in Section C.1.a.(3) of the Rate and Method, shall be reduced from $42,665 per Acre to $[_____] per Acre.

   (c) The Backup Facilities Special Tax for Developed Property, as stated in Section C.1.a.(4) of the Rate and Method, shall be reduced from $50,190 per Acre to $[_____] per Acre.

2. The Assigned Facilities Special Tax and the Backup Facilities Special Tax for Developed Property may only be reduced prior to the first issuance of CFD No. 117 Bonds.

3. Upon execution of the certificate by CFD No. 117, CFD No. 117 shall cause an amended notice of Special Tax lien for CFD No. 117 to be recorded reflecting the reductions set forth herein.

All capitalized terms used herein shall have the meanings set forth in the Rate and Method.

By:_____ Date:_____
CFD Administrator

By execution hereof, the undersigned acknowledge, on behalf of CFD No. 117, receipt of this certificate and modification of the Rate and Method as set forth in this certificate.

CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 117 (SOUTHRIDGE)

By:_____ Date:_____

APPENDIX B

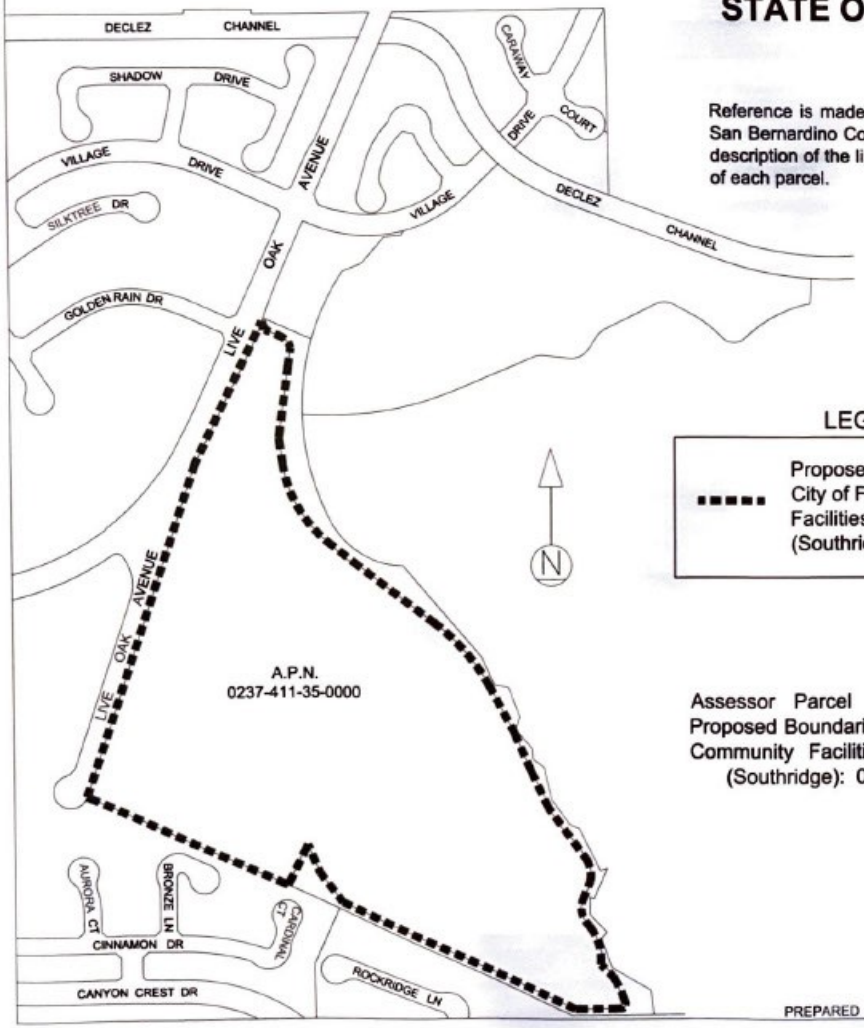
City of Fontana
Community Facilities District No. 117
(Southridge)

BOUNDARY MAP

Conformed Copy

SHEET 1 OF 1

PROPOSED BOUNDARIES OF CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 117 (SOUTHRIDGE) CITY OF FONTANA, SAN BERNARDINO COUNTY STATE OF CALIFORNIA



Reference is made to the maps of the San Bernardino County Assessor for a description of the lines and dimensions of each parcel.

LEGEND

▪▪▪▪▪	Proposed Boundaries of City of Fontana Community Facilities District No. 117 (Southridge)

Assessor Parcel Number within the Proposed Boundaries of City of Fontana Community Facilities District No. 117 (Southridge): 0237-411-35-0000

PREPARED BY DTA PUBLIC FINANCE, INC.

(1) Filed in the office of the Clerk of the City of Fontana this 10th day of March 2026.

Germaine Key
City Clerk
City of Fontana, California

(2) I hereby certify that the within map showing the proposed boundaries of City of Fontana, Community Facilities District No. 117 (Southridge), San Bernardino County, State of California, was approved by the City Council of the City of Fontana at a regular meeting thereof, held on the 10th day of March, 2026, by its Resolution No. 2026-012.

Germaine Key
City Clerk
City of Fontana, California

(3) San Bernardino County Recorder's Certificate

This map has been filed under Document Number 2026-0070067, this 17th day of March, 2026, at 1:03 p.m., in Book 92 of Maps of Assessment and Community Facilities Districts at Page 91, ~~in the office of the County Recorder in San Bernardino County, State of California,~~ at the request of the City of Fontana in the amount of $ 0.00.

Josie Gonzales
Assessor-Recorder ~~County Clerk~~
San Bernardino County
By:

Deputy Recorder

www.FinanceDTA.com

18201 VON KARMAN, SUITE 220
IRVINE, CA 92612
PHONE (800) 969-4DTA

Public Finance
Public-Private Partnerships
Development Economics
Clean Energy Bonds

RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:
City Clerk
City of Fontana
16860 Valencia Avenue
Fontana, California 92335

NOTICE OF SPECIAL TAX LIEN

CITY OF FONTANA
COMMUNITY FACILITIES DISTRICT NO. 117
(SOUTHRIDGE)

Pursuant to the requirements of Section 3114.5 of the California Streets and Highways Code and Section 53328.3 of the Mello-Roos Community Facilities Act of 1982 (the "Act"), the undersigned City Clerk of the City of Fontana, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City of Fontana, County of San Bernardino, State of California. The special tax secured by this lien is authorized to be levied for the purpose of (a) paying the principal of and interest on bonds, the proceeds of which are being used to finance the facilities described in Exhibit A attached hereto and hereby made a part hereof, (b) providing such facilities, and (c) providing the services described in Exhibit A.

The special tax is authorized to be levied within City of Fontana Community Facilities District No. 117 (Southridge) (the "Community Facilities District") that has now been officially formed and the lien of the special tax is a continuing lien that shall secure each annual levy of the special tax and that shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied and canceled in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Act.

The rate, method of apportionment and manner of collection of the authorized special tax is as set forth in Exhibit B attached hereto and hereby made a part hereof. Conditions under which the obligation to pay the special tax for facilities may be prepaid and permanently satisfied and the lien of the special tax canceled are as set forth in Exhibit B. No provision has been made for the prepayment of the special tax for services.

Notice is further given that upon the recording of this notice in the office of the County Recorder of the County of San Bernardino, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the Community Facilities District in accordance with Section 3115.5 of the California Streets and Highways Code.

The name(s) of the owner(s) and the assessor's tax parcel number(s) of the real property included within the Community Facilities District and not exempt from the special tax are as set forth in Exhibit C attached hereto and hereby made a part hereof.

Reference is made to the boundary map of the Community Facilities District recorded at Book 92 of Maps of Assessment and Community Facilities Districts at Page 91, in the office of the

County Recorder for the County of San Bernardino, State of California (Document No. 2026-0070067), which map is now the final boundary map of the Community Facilities District.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Chief Financial Officer, Finance Department, City of Fontana, 16860 Valencia Avenue, Fontana, California 92335, (909) 350-7679.

Dated: April ___, 2026

By: _____
Germaine Key, City Clerk

EXHIBIT A

FACILITIES AND SERVICES TO BE FINANCED

Facilities

The types of public facilities to be financed by the Community Facilities District are streets, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, sewers, storm drains, flood control facilities, fire protection facilities, police facilities, public facilities, library facilities, water distribution, treatment and storage facilities, dry utilities including natural gas electricity and telecommunications, and park and recreation facilities including trails and pathways, and land, landscaping, rights-of-way and easements necessary for any of such facilities and incidental expenses.

Services

The types of City services to be financed by the Community Facilities District are fire protection and suppression services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

EXHIBIT B

RATE AND METHOD
OF APPORTIONMENT OF SPECIAL TAX

RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 117 (SOUTHRIDGE) CITY OF FONTANA, COUNTY OF SAN BERNARDINO STATE OF CALIFONIA

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in City of Fontana Community Facilities District No. 117 (Southridge) ("CFD No. 117") and collected each Fiscal Year commencing in Fiscal Year 2026-2027, in an amount determined by the City Council of the City of Fontana, through the application of the Rate and Method of Apportionment as described below. All of the real property in CFD No. 117, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or **"Acreage"** means the land area expressed in acres of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County map or the land area calculated to the reasonable satisfaction of the CFD Administrator using the boundaries set forth on such map or plan. For residential dwelling units within a condominium plan, the Acres applicable to each residential dwelling unit shall be determined by dividing (i) the Acres of the underlying lot or parcel on which the residential dwelling unit is constructed or to be constructed, by (ii) the total number of residential dwelling units constructed or to be constructed on such lot or parcel. The square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 (commencing with Section 53311) of the California Government Code.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 117, including but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 117 or any designee thereof of complying with arbitrage rebate requirements with respect to the Special Tax and CFD No. 117 Bonds; the costs to the City, CFD No. 117 or any designee thereof of complying with disclosure requirements of the City, CFD No. 117 or obligated persons associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 117, or any designee thereof related to the reduction of the Assigned Facilities Special Tax and Backup Facilities Special Tax in accordance with Section C.1 herein; the costs of the City, CFD No. 117 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses related to CFD No. 117 Bonds. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 117 for any other administrative purposes of CFD

No. 117, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor" means the Assessor of the County.

"Assessor's Parcel" means a lot or parcel to which an Assessor's parcel number is assigned as determined from an Assessor's Parcel Map or the applicable assessment roll.

"Assessor's Parcel Map" means an official map of the Assessor designating parcels by Assessor's Parcel number.

"Assigned Facilities Special Tax" means the applicable Facilities Special Tax for (i) Residential Property as determined in accordance with Section C.1.a.(2) herein, and (ii) Non-Residential Property as determined in accordance with Section C.1.a.(3) herein.

"Authorized Facilities" means those facilities eligible to be funded by CFD No. 117.

"Authorized Services" means those services eligible to be funded by CFD No. 117 in accordance with the Act, namely, fire protection and suppression services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

"Backup Facilities Special Tax" means the Facilities Special Tax applicable to each Assessor's Parcel of Developed Property, as determined in accordance with Section C.1.a.(4) herein.

"Buildout" means, for CFD No. 117, that all expected building permits for residential dwelling units and/or non-residential development to be constructed within CFD No. 117 have been issued, as determined by the CFD Administrator.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement for Facilities and the Special Tax Requirement for Services, providing for the levy and collection of the Special Taxes, and performing other duties as set forth herein.

"CFD No. 117" means City of Fontana Community Facilities District No. 117 (Southridge).

"CFD No. 117 Bonds" means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 117 and secured by the Facilities Special Tax levy on property within the boundaries of CFD No. 117 under the Act.

"City" means the City of Fontana, California.

"Contractual Impositions" means (a) a voluntary contractual assessment established and levied on an Assessor's Parcel pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.10 *et seq.*), as amended from time to time, (b) a special tax established and levied on an Assessor's Parcel pursuant to Section 53328.1 of the California Government Code and related provisions of the Act, as amended from time to time, and (c) any other fee, charge, tax or assessment established and levied on an individual Assessor's Parcel pursuant to a contractual agreement or other voluntary consent by the owner thereof.

"Council" means the City Council of the City acting as the legislative body of CFD No. 117.

"County" means the County of San Bernardino.

"Developed Property" means, for each Fiscal Year, (i) with respect to the Facilities Special Tax, all Taxable Property, exclusive of Taxable Public Property and Taxable Property Owner Association Property, for which a building permit for new construction, other than the construction of a garage, parking lot, or parking structure, was issued after January 1, 2026 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Facilities Special Taxes are being levied, and (ii) with respect to the Services Special Tax, all Taxable Property, exclusive of Taxable Public Property and Taxable Property Owner Association Property, (a) for which the Final Residential Subdivision was recorded prior to the Fiscal Year for which the Services Special Taxes are being levied, or (b) for which a building permit has been issued with respect to Non-Residential Property on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Services Special Taxes are being levied.

"Facilities Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property within CFD No. 117 to fund the Special Tax Requirement for Facilities, as set forth in Section C.1 herein.

"Final Residential Subdivision" means a Final Subdivision that creates individual lots for which building permits may be issued for residential dwelling units without further subdivision of such property.

"Final Subdivision" means (i) a subdivision of property by recordation of a final map, parcel map, or lot line adjustment approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots or parcels for which building permits may be issued, or (ii) for condominiums, a final map approved by the City and a condominium plan recorded pursuant to California Civil Code Section 4285 that creates an individual lot(s) for which a building permit(s) may be issued without further subdivision. The term "Final Subdivision" shall not include any Assessor's Parcel Map or subdivision map or portion thereof that does not create individual lots for which a building permit may be issued, including Assessor's Parcels that are designated as remainder parcels. Notwithstanding the above, a condominium plan for which one or more building permits have been issued, but no individual lots have been created for such building permits, shall be considered a Final Subdivision, and the portion of the condominium plan for which building permits have been issued shall be defined as Developed Property.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Indenture" means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which CFD No. 117 Bonds are issued, as modified, amended and/or supplemented from time to time.

"Land Use Class" means any of the classes listed in Table 1 or Table 2 herein.

"Lower Income Households Welfare Exemption Property" means, for each Fiscal Year, an Assessor's Parcel within the boundaries of CFD No. 117 that is subject to a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the County's assessment roll finalized as of the last preceding January 1.

"Maximum Facilities Special Tax" means the maximum Facilities Special Tax, determined in accordance with Section C.1 herein, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Maximum Services Special Tax" means the maximum Services Special Tax, determined in accordance with Section C.2 herein, that can be levied in any Fiscal Year on any Assessor's Parcel of Developed Property.

"Minimum Sale Price" means the minimum price at which any parcel in a given Land Use Class has sold or is expected to be sold in a normal marketing environment and shall not include prices for such parcels that are sold at a discount to expected sales prices for the purpose of stimulating the initial sales activity with respect to such Land Use Class.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued by the City permitting the construction of one or more non-residential structures or facilities.

"Outstanding Bonds" means all CFD No. 117 Bonds which are outstanding under the Indenture.

"Price Point Consultant" means any consultant or firm of such consultants selected by CFD No. 117 that (a) has substantial experience in performing price point studies for residential dwelling units within community facilities districts or otherwise estimating or confirming pricing for residential dwelling units in community facilities districts, (b) has recognized expertise in analyzing economic and real estate data that relates to the pricing of residential dwelling units in community facilities districts, (c) is in fact independent and not under the control of CFD No. 117 or the City, (d) does not have any substantial interest, direct or indirect, with or in (i) CFD No. 117, (ii) the City, (iii) any owner of real property in CFD No. 117, or (iv) any real property in CFD No. 117, and (e) is not connected with CFD No. 117 or the City as an officer or employee thereof, but who may be regularly retained to make reports to CFD No. 117 or the City.

"Price Point Study" means a price point study or a letter updating a previous price point study prepared by the Price Point Consultant pursuant to Section C herein.

"Property Owner Association Property" means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 117 for which the owner of record, as determined from the County's assessment roll for the Fiscal Year in which the Special Tax is being levied, is a property owner's association, including any master or sub-association, or (ii) any property located in a Final Subdivision that was recorded as of the January 1 preceding the Fiscal Year in which the Special Tax is being levied and which, as determined from such Final Subdivision, is or will be open space, a common area recreation facility, or a private street. Notwithstanding the foregoing, any property previously classified as Developed Property and subsequently owned in fee or by easement, or dedicated to, a property owner association, including any master or sub-association, shall remain classified as Developed Property.

"Proportionately" means that the ratio of the actual Facilities Special Tax levy to the Assigned Facilities Special Tax is equal for all Assessor's Parcels of Developed Property, and that the ratio of the actual Services Special Tax levy to the Maximum Services Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Facilities Special Tax levy per Acre to the Maximum Facilities Special Tax per Acre is equal for all Assessor's Parcels of Undeveloped Property. The term "Proportionately" shall similarly be applied to other categories of Taxable Property as listed in Section D herein.

"Public Property" means, for each Fiscal Year, any property within the boundaries of CFD No. 117 that is (i) owned by, irrevocably offered or dedicated to the federal government, the State, the

County, the City, or any local government or other public agency, provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by a public utility easement making impractical its use for any purpose other than that set forth in the easement.

"Rate and Method of Apportionment" means this Rate and Method of Apportionment for CFD No. 117.

"Residential Floor Area" means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area for an Assessor's Parcel shall be as set forth in the building permit(s) issued for such Assessor's Parcel and/or as set forth in the appropriate records kept by the Building and Safety Department of the City, or other applicable City department, as determined by the CFD Administrator.

"Residential Property" means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued by the City permitting the construction thereon of one or more residential dwelling units.

"Services Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property within CFD No. 117 to fund the Special Tax Requirement for Services, as set forth in Section C.2 herein.

"Special Tax" or "Special Taxes" means the Facilities Special Tax and/or Services Special Tax, as applicable.

"Special Tax Requirement for Facilities" means, for any Fiscal Year, that amount required, after taking into account available amounts held in the funds and accounts under the Indenture, for the following items: (i) debt service on all Outstanding Bonds due in the calendar year commencing in such Fiscal Year; (ii) periodic costs with respect to the CFD No. 117 Bonds, including but not limited to, costs of credit enhancement and federal rebate payments due in the calendar year commencing in such Fiscal Year; (iii) pay all or a portion of Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) without duplicating any amounts described in clause (iv), above, reasonably anticipated Facilities Special Tax delinquencies based on the delinquency rate for the Facilities Special Tax in the previous Fiscal Year, as said levy for delinquencies shall be limited by the Act; and (vi) pay directly for the acquisition or construction of Authorized Facilities, provided that the inclusion of such amount does not increase the Facilities Special Tax levy beyond the first step in Section D.1 herein.

"Special Tax Requirement for Services" means that amount required in any Fiscal Year for CFD No. 117 to (i) pay directly for the Authorized Services; (ii) pay Administrative Expenses not funded through the Special Tax Requirement for Facilities as determined by the CFD Administrator; (iii) pay for reasonably anticipated Services Special Tax delinquencies based on the delinquency rate for the Services Special Tax levy in the previous Fiscal Year; less (iv) a credit for funds available to reduce the annual Services Special Tax levy, as determined by the CFD Administrator, so long as the amount required is not less than zero.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 117 which are not exempt from the Special Tax pursuant to applicable law or Section E herein.

"Taxable Property Owner Association Property" means all Assessor's Parcels of Property Owner Association Property that are not exempt pursuant to Section E herein.

"Taxable Public Property" means all Assessor's Parcels of Public Property that are not exempt pursuant to Section E herein.

"Total Tax Burden" means, for a parcel of residential property within a Land Use Class, for the Fiscal Year in which Total Tax Burden is being calculated, the sum of (a) the Assigned Facilities Special Tax for such Fiscal Year, plus (b) the Maximum Services Special Tax for such Fiscal Year, plus (c) the *ad valorem* property taxes, special assessments, special taxes for any overlapping community facilities districts, and any other governmental fees, charges (other than fees or charges for services such as sewer and trash), taxes and assessments (which, for purposes of clarity, do not include Contractual Impositions) collected by the County on *ad valorem* tax bills and that the CFD Administrator estimates would be levied or imposed on such residential property in such Fiscal Year if the residential dwelling unit thereon or therein had been completed and sold, and was subject to such fees, charges, taxes and assessments in such Fiscal Year.

"Trustee" means the trustee or fiscal agent under the Indenture.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Public Property or Taxable Property Owner Association Property.

Please refer to additional definitions in Section H herein relating to the Prepayment of Facilities Special Tax.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, commencing with Fiscal Year 2026-2027, all Taxable Property within CFD No. 117 shall be classified as Developed Property, Undeveloped Property, Taxable Public Property or Taxable Property Owner Association Property, and shall be subject to Special Taxes in accordance with this Rate and Method of Apportionment determined pursuant to Sections C and D herein.

C. MAXIMUM SPECIAL TAX RATE

1. Facilities Special Tax

At least 30 days prior to the issuance of the first series of CFD No. 117 Bonds, the Assigned Facilities Special Tax for Residential Property (set forth in Table 1 below) shall be analyzed in accordance with and subject to the conditions set forth in this Section C. At such time, the CFD Administrator shall request the Price Point Consultant to prepare a Price Point Study setting forth the Minimum Sale Price of residential property within each Land Use Class. If based upon such Price Point Study the CFD Administrator calculates that the Total Tax Burden applicable to one or more Land Use Classes of residential property constructed or to be constructed within CFD No. 117 shall exceed 1.95% of the Minimum Sale Price of such residential property constructed or to be constructed within CFD No. 117, the CFD Administrator shall reduce the Assigned Facilities Special Tax to the extent necessary to cause the Total Tax Burden that shall apply to residential property within such Land Use Class(es) to not exceed 1.95% of the Minimum Sale Price of such residential property. Each Assigned Facilities Special Tax reduction for a Land Use Class shall be calculated separately, and it shall not be required that such reduction be proportionate among Land Use Classes. In connection with any reduction in the Assigned Facilities Special Tax for Residential Property, the CFD Administrator shall also reduce the Assigned Facilities Special Tax for Non-Residential in accordance with Section C.1.a.(3) herein, and the Backup Facilities Special Tax in accordance with Section C.1.a.(4) herein. Upon determining the reductions, if any, in the

Assigned Facilities Special Tax and Backup Facilities Special Tax required pursuant to this Section C, the CFD Administrator shall complete the Certificate to Amend Facilities Special Tax substantially in the form attached hereto as Exhibit A (the "Certificate to Amend") and shall execute such completed Certificate to Amend and shall deliver such Certificate to Amend to CFD No. 117. Upon receipt thereof, if in satisfactory form, CFD No. 117 shall execute such Certificate to Amend. The reduced Assigned Facilities Special Tax and Backup Facilities Special Tax specified in such Certificate to Amend shall become effective upon the execution of such Certificate to Amend by CFD No. 117. The Assigned Facilities Special Tax and Backup Facilities Special Tax reductions permitted pursuant to this Section C shall be reflected in an amended notice of Special Tax lien which CFD No. 117 shall cause to be recorded with the San Bernardino County Recorder as soon as practicable after execution of the Certificate to Amend by CFD No. 117. If based upon such Price Point Study the CFD Administrator calculates that the Total Tax Burden applicable to each Land Use Class of residential property constructed or to be constructed within CFD No. 117 does not exceed 1.95% of the Minimum Sale Price of each such Land Use Class of residential property constructed or to be constructed within CFD No. 117, then there shall be no reduction in the Assigned Facilities Special Tax, nor shall there be a reduction in the Backup Facilities Special Tax.

a. Developed Property

(1). Maximum Facilities Special Tax

The Maximum Facilities Special Tax for each Assessor's Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Facilities Special Tax or (ii) the amount derived by application of the Backup Facilities Special Tax.

(2). Assigned Facilities Special Tax for Residential Property

Residential Property shall be assigned to Land Use Classes 1 through 5 as listed in Table 1 below based on the Residential Floor Area associated with each such residential dwelling unit. The Assigned Facilities Special Tax that shall be levied in any Fiscal Year for each Land Use Class is shown below in Table 1 and shall not be subject to escalation.

Table 1
Assigned Facilities Special Tax for Residential Property
City of Fontana CFD No. 117 (Southridge)

Land Use Class	Description	Residential Floor Area (square feet)	Assigned Facilities Special Tax
1	Residential Property	2,175 or greater	$3,706 per unit
2	Residential Property	2,025 to less than 2,175	$3,435 per unit
3	Residential Property	1,875 to less than 2,025	$3,382 per unit
4	Residential Property	1,725 to less than 1,875	$3,184 per unit
5	Residential Property	Less than 1,725	$3,107 per unit

(3). Assigned Facilities Special Tax for Non-Residential Property

The Assigned Facilities Special Tax for an Assessor's Parcel of Non-Residential Property shall equal the lesser of (a) $42,665 per Acre, or (b) in connection with any reduction in

the Assigned Facilities Special Tax as set forth in Section C.1 herein, the amount per Acre calculated pursuant to the formula below:

RAFST = AFST ÷ ATP

These terms have the following meaning:

RAFST = the reduced Assigned Facilities Special Tax for Non-Residential Property

AFST = The total estimated Assigned Facilities Special Tax levy for CFD No. 117 based on the reduced Assigned Facilities Special Taxes for Developed Property permitted pursuant to Section C.1 herein which could be levied on all expected development assuming Buildout of CFD No. 117.

ATP = The sum of the Acreage of all Taxable Property within a Final Subdivision (assuming Buildout) within CFD No. 117 (after excluding Public Property and Property Owner Association Property as set forth in Section E.1 herein).

(4). Backup Facilities Special Tax

The Backup Facilities Special Tax for an Assessor's Parcel of Developed Property shall equal the lesser of (a) $50,190 per Acre, or (b) in connection with any reduction in the Assigned Facilities Special Tax as set forth in Section C.1 herein, the amount per Acre calculated pursuant to the formula below:

BFST = AFST ÷ ATP

These terms have the following meaning:

BFST = the reduced Backup Facilities Special Tax

AFST = The total estimated Assigned Facilities Special Tax levy for CFD No. 117 based on the reduced Assigned Facilities Special Taxes for Developed Property permitted pursuant to Section C.1 herein which could be levied on all expected development assuming Buildout of CFD No. 117.

ATP = The sum of the Acreage of all Taxable Property within a Final Subdivision (assuming Buildout) within CFD No. 117 (after excluding Public Property and Property Owner Association Property as set forth in Section E.1 herein) multiplied by 85%.

Furthermore, all Assessors' Parcels within CFD No. 117 shall be relieved simultaneously and permanently from the obligation to pay and disclose the Backup Facilities Special Tax if the CFD Administrator calculates that (i) the annual debt service required for the Outstanding Bonds, when compared to the Assigned Facilities Special Tax that shall be levied against all Assessors' Parcels of Developed Property in CFD No. 117 results in 110% debt service coverage (i.e., the Assigned Facilities Special Tax that shall be levied against all Developed Property in CFD No. 117 in each remaining Fiscal Year based on the then existing development is at least equal to the sum of (a) 1.10 times the debt service necessary to support the remaining Outstanding Bonds in each corresponding Fiscal Year, and (b) Administrative Expenses), and (ii) all authorized CFD No. 117 Bonds have already been issued or the Council has covenanted that it shall not issue any additional CFD No. 117 Bonds (except refunding bonds) to be supported by the Facilities Special Tax in CFD No. 117.

(5). Multiple Land Uses

In some instances an Assessor's Parcel may contain both Developed Property and Undeveloped Property. In such cases, the Acreage of the Assessor's Parcel shall be allocated between Developed Property and Undeveloped Property based on the portion of the Assessor's Parcel for which building permits had been issued prior to May 1 of the prior Fiscal Year and the portion of the Assessor's Parcel for which building permits had not been issued prior to May 1 of the prior Fiscal Year.

Furthermore, Developed Property may contain more than one Land Use Class. In such cases, the Acreage that is considered Developed Property shall be allocated between Residential Property and Non-Residential Property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Maximum Facilities Special Tax that can be levied on such Assessor's Parcel shall be the sum of the Maximum Facilities Special Tax that can be levied on each type of property located on that Assessor's Parcel.

The CFD Administrator's allocation to each type of property shall be final.

b. Undeveloped Property, Taxable Public Property, and Taxable Property Owner Association Property

The Maximum Facilities Special Tax for each Assessor's Parcel of Undeveloped Property, Taxable Public Property, and Taxable Property Owner Association Property shall be $50,190 per Acre and shall not be subject to escalation and shall therefore remain the same in every Fiscal Year.

2. Services Special Tax

For purposes of the Services Special Tax, an Assessor(s) Parcel of Developed Property within a Final Residential Subdivision shall be assigned to Land Use Class 1, as identified in Table 2 below. Non-Residential Property shall be assigned to Land Use Class 2. Furthermore, the Services Special Tax levied against each Assessor's Parcel within a Final Residential Subdivision shall be based on the number of residential dwelling units for which building permits have been issued or are expected to be issued for such Assessor's Parcel, as determined by the CFD Administrator based on such Final Residential Subdivision or other available documents.

a. Maximum Services Special Tax

The Fiscal Year 2026-2027 Maximum Services Special Tax for each Land Use Class of Developed Property is shown below in Table 2.

Table 2
Maximum Services Special Tax for Developed Property
City of Fontana CFD No. 117 (Southridge)

Land Use Class	Description	Fiscal Year 2026-2027 Maximum Services Special Tax
1	Final Residential Subdivision	$1,080.45 per unit
2	Non-Residential Property	$13,765.00 per Acre

b. Increase in the Maximum Services Special Tax

The Maximum Services Special Tax in Table 2 above shall be applicable for Fiscal Year 2026-2027, and shall increase thereafter, commencing on July 1, 2027, and on each July 1 thereafter by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

c. Multiple Land Uses

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. In such cases, the Acreage of Developed Property shall be allocated between Residential Property and Non-Residential Property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Maximum Services Special Tax that can be levied on such Assessor's Parcel shall be the sum of the Maximum Services Special Tax that can be levied on each type of property located on that Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

1. Facilities Special Tax

Commencing with Fiscal Year 2026-2027, and for each following Fiscal Year, the CFD Administrator shall determine the Special Tax Requirement for Facilities and shall provide for the levy of the Facilities Special Tax each Fiscal Year as follows:

First: The Facilities Special Tax shall be levied on each Assessor's Parcel of Developed Property in an amount equal to 100% of the applicable Assigned Facilities Special Tax;

Second: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first step has been completed, the Facilities Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the Maximum Facilities Special Tax for Undeveloped Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first two steps have been completed, then the levy of the Facilities Special Tax on each Assessor's Parcel of Developed Property whose Maximum Facilities Special Tax is determined through the application of the Backup Facilities Special Tax shall be increased in equal percentages from the Assigned Facilities Special Tax up to the Maximum Facilities Special Tax for each such Assessor's Parcel;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first three steps have been completed, then the Facilities Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property and Taxable Property Owner Association Property at up to 100% of the Maximum Facilities Special Tax for Taxable Public Property and Taxable Property Owner Association Property, as needed to satisfy the Special Tax Requirement for Facilities.

Notwithstanding the above, the CFD Administrator shall, in any Fiscal Year, calculate a levy Proportionately less than 100% of the Assigned Facilities Special Tax in step one (above), when (i) the CFD Administrator is no longer required to provide for the levy of the Facilities Special Tax pursuant to steps two through four above in order to meet the Special Tax Requirement for Facilities; and (ii) all authorized CFD No. 117 Bonds have already been issued or the Council has covenanted that it shall not issue any additional CFD No. 117 Bonds (except refunding bonds) to be supported by the Facilities Special Tax.

Further notwithstanding the above, under no circumstances shall the Facilities Special Tax levied in any Fiscal Year against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued (in accordance with Section 53321(d)(3) of the California Government Code), be increased as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 117 by more than ten percent above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults. To the extent that the levy of the Facilities Special Tax on Residential Property is limited by the provision in the previous sentence, the levy of the Facilities Special Tax on each Assessor's Parcel of Non-Residential Property shall continue in equal percentages up to 100% of the applicable Maximum Facilities Special Tax.

2. Services Special Tax

Commencing with Fiscal Year 2026-2027, and for each following Fiscal Year, the CFD Administrator shall determine the Special Tax Requirement for Services and shall levy the Services Special Tax Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Services Special Tax as needed to satisfy the Special Tax Requirement for Services;

E. EXEMPTIONS

1. Facilities Special Tax

No Facilities Special Tax shall be levied on up to 12.22 Acres of Public Property and/or Property Owner Association Property in CFD No. 117. Tax-exempt status shall be assigned by the CFD Administrator in the chronological order in which property in CFD No. 117 becomes Public Property or Property Owner Association Property. However, should an Assessor's Parcel no longer be classified as Public Property or Property Owner Association Property, it shall, from that point forward, be subject to the Facilities Special Tax.

Notwithstanding the above, an Assessor's Parcel in CFD No. 117 that is transferred to a public agency or property owner's association prior to the issuance of the first series of CFD No. 117 Bonds that causes the Acreage of Public Property and Property Owner Association Property to exceed the 12.22 Acreage limit that can be designated by the CFD Administrator under this Section E.1 shall also be exempted from paying the Facilities Special Tax.

Public Property or Property Owner Association Property that is not exempt from the Facilities Special Tax under this Section E.1 shall be subject to the levy of the Facilities Special Tax and shall be taxed Proportionately as part of the fourth step in Section D herein, at up to 100% of the applicable Maximum Facilities Special Tax for Taxable Public Property and Taxable Property Owner Association Property.

In addition, no Facilities Special Tax shall be levied on Lower Income Households Welfare Exemption Property, provided that if, in any Fiscal Year, applicable law does not require that an Assessor's Parcel that is Lower Income Households Welfare Exemption Property be exempt from the Facilities Special Tax, then the Facilities Special Tax shall be levied on such Assessor's Parcel in accordance with this Rate and Method of Apportionment as if such Assessor's Parcel were not classified as Lower Income Households Welfare Exemption Property.

2. Services Special Tax

No Services Special Tax shall be levied on Undeveloped Property, Taxable Public Property, Taxable Property Owner Association Property, Public Property, or Property Owner Association Property.

In addition, no Services Special Tax shall be levied on Lower Income Households Welfare Exemption Property, provided that if, in any Fiscal Year, applicable law does not require that an Assessor's Parcel that is Lower Income Households Welfare Exemption Property be exempt from the Services Special Tax, then the Services Special Tax shall be levied on such Assessor's Parcel in accordance with this Rate and Method of Apportionment as if such Assessor's Parcel were not classified as Lower Income Households Welfare Exemption Property.

F. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 117 may directly bill the Special Tax, and/or may collect Special Taxes at a different time or in a different manner if necessary to meet financial obligations, and, to the extent of the Facilities Special Tax, may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels.

G. APPEALS AND INTERPRETATIONS

Any landowner or resident who feels that the amount of the Special Tax levied on his/her Assessor's Parcel is in error may submit a written appeal to the CFD Administrator, provided that the appellant is current in his/her payment of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, a cash refund shall not be made (except for the last year of levy), but the amount of the Special Tax levied shall be appropriately modified through an adjustment to the Special Tax levy in the following Fiscal Year. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Council by filing a written notice of appeal with the City Clerk, provided that the appellant is current in his/her payment of Special Taxes. This second appeal must specify the reasons for its disagreement with the CFD Administrator's determination.

The CFD Administrator shall interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner or resident appeals. Any decision of the CFD Administrator shall be subject to appeal to the Council whose decision shall be final and binding as to all persons.

H. PREPAYMENT OF FACILITIES SPECIAL TAX

Under this Rate and Method of Apportionment, an Assessor's Parcel within CFD No. 117 is permitted to prepay the Facilities Special Tax. The obligation of the Assessor's Parcel to pay the Facilities Special Tax may be fully prepaid and permanently satisfied or partially prepaid as described herein, provided that a prepayment may be made only for Assessor's Parcels of Developed Property, or for an Assessor's Parcel of Undeveloped Property for which a building permit has been issued after January 1, 2026, and only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Facilities Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount for such Assessor's Parcel. The

CFD Administrator may charge such owner a reasonable fee for providing this service. If there are Outstanding Bonds, prepayment must be made not less than 30 days prior to a date that notice of redemption of CFD No. 117 Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture that is specified in the report of the Facilities Special Tax Prepayment Amount (defined below).

The following additional definitions apply to this Section H:

"CFD Public Facilities Costs" means either $9,463,900 in 2026 dollars, which shall increase by the Construction Inflation Index on July 1, 2027, and on each July 1 thereafter, or such lower number as (i) shall be determined by the CFD Administrator as sufficient to provide funding for the Authorized Facilities under the authorized bonding program for CFD No. 117, or (ii) shall be determined by the Council concurrently with a covenant that it shall not issue any more CFD No. 117 Bonds (except refunding bonds) to be supported by the Facilities Special Tax levy under this Rate and Method of Apportionment.

"Construction Inflation Index" means the annual percentage change in the Engineering News Record Building Cost Index for the City of Los Angeles, measured as of the month of December in the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Engineering News Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means the CFD Public Facilities Costs minus (i) costs of Authorized Facilities previously paid from the Improvement Fund, (ii) moneys currently on deposit in the Improvement Fund available to pay costs of Authorized Facilities, and (iii) the amount the CFD Administrator reasonably expects to derive from the reinvestment of these funds.

"Improvement Fund" means a fund or account specifically identified in the Indenture (or prior to the issuance of the first series of CFD No. 117 Bonds a fund or account held by the City) to hold funds which are currently available for expenditure to acquire or construct Authorized Facilities.

"Previously Issued Bonds" means, for any Fiscal Year, all Outstanding Bonds that are outstanding under the Indenture after the first interest and/or principal payment date following the current Fiscal Year.

1. Prepayment in Full

The Facilities Special Tax Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

Bond Redemption Amount		
plus		Redemption Premium
plus		Future Facilities Amount
plus		Defeasance Amount
plus		Administrative Fees and Expenses
less		Reserve Fund Credit
less		Capitalized Interest Credit
Total:	equals	Facilities Special Tax Prepayment Amount

As of the proposed date of prepayment, the Facilities Special Tax Prepayment Amount shall be calculated according to the following paragraphs:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.

2. For Assessor's Parcels of Developed Property, compute the Assigned Facilities Special Tax and Backup Facilities Special Tax for the Assessor's Parcel to be prepaid. For Assessor's Parcels of Undeveloped Property for which a building permit has been issued after January 1, 2026, compute the Assigned Facilities Special Tax and Backup Facilities Special Tax for that Assessor's Parcel as though it was already designated as Developed Property, based upon the building permit which has already been issued for such Assessor's Parcel.

3. (a) Divide the Assigned Facilities Special Tax computed pursuant to paragraph 2 by the total estimated Assigned Facilities Special Tax levy for CFD No. 117 based on the Assigned Facilities Special Taxes for Developed Property which could be levied on all expected development assuming Buildout of CFD No. 117, excluding any Assessor's Parcels which have been prepaid, and

   (b) Divide the Backup Facilities Special Tax computed pursuant to paragraph 2 by the total estimated Backup Facilities Special Taxes at Buildout for the entire CFD No. 117, excluding any Assessor's Parcels which have been prepaid.

4. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the Previously Issued Bonds to compute the amount of Previously Issued Bonds to be redeemed (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium (e.g., the redemption price minus 100%) set forth in the Indenture, if any, on the Previously Issued Bonds to be redeemed (the "Redemption Premium").

6. Compute the current Future Facilities Costs.

7. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the redemption date for the Previously Issued Bonds specified in the report of the Facilities Special Tax Prepayment Amount.

9. Determine the Facilities Special Tax levied on the Assessor's Parcel in the current Fiscal Year which has not yet been paid.

10. Compute the minimum amount the CFD Administrator reasonably expects to derive from the reinvestment of the Facilities Special Tax Prepayment Amount, less any interest earnings attributed to the Future Facilities Amount, and less any interest earnings attributed to the Administrative Fees and Expenses (defined below) from the date of prepayment until the redemption date for the Previously Issued Bonds to be redeemed with the prepayment.

11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").

12. The administrative fees and expenses of CFD No. 117 are as calculated by the CFD Administrator and include the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 117 Bonds, and the costs of

recording any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").

13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Previously Issued Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Previously Issued Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero. No Reserve Fund Credit shall be granted if the amount then on deposit in the reserve fund for the Previously Issued Bonds is below 100% of the reserve requirement (as defined in the Indenture).
14. If any capitalized interest for the Previously Issued Bonds will not have been expended as of the date immediately following the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the expected balance in the capitalized interest fund or account under the Indenture after such first interest and/or principal payment date (the "Capitalized Interest Credit").
15. The Facilities Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "Facilities Special Tax Prepayment Amount").

2. Prepayment in Part

The amount of the prepayment shall be calculated as in Section H.1; except that a partial prepayment shall be calculated according to the following formula:

PP = [(PE – A) x F] + A

These terms have the following meaning:

PP = the partial prepayment.

PE = the Facilities Special Tax Prepayment Amount calculated according to Section H.1.

F = the percentage, expressed as a decimal, by which the owner of the Assessor's Parcel is partially prepaying the Facilities Special Tax.

A = the Administrative Fees and Expenses calculated according to Section H.1.

3. General Provisions Applicable to the Prepayment of Facilities Special Tax

(a). Use of the Facilities Special Tax Prepayment Amount

The Facilities Special Tax Prepayment Amount, less the Administrative Fees and Expenses calculated according to Section H.1 which shall be retained by CFD No. 117, and less the Future Facilities Amount calculated according to Section H.1 which shall be deposited into the Improvement Fund, shall be deposited into specific funds established under the Indenture, to fully or partially redeem as many Outstanding Bonds as possible, and, if amounts are less than $5,000, to make debt service payments on the Outstanding Bonds.

(b). Full Prepayment of Facilities Special Tax

Upon confirmation of the payment of the current Fiscal Year's entire Facilities Special Tax obligation, the CFD Administrator shall remove the current Fiscal Year's Facilities Special

Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid in accordance with Section H.1, the CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of the Facilities Special Tax and the release of the Facilities Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Facilities Special Tax shall cease.

(c). Partial Prepayment of Facilities Special Tax

With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute or cause to be distributed the funds remitted to it according to Section H.3.(a) and (ii) indicate in the records of CFD No. 117 that there has been a partial prepayment of the Facilities Special Tax and that a portion of the Facilities Special Tax with respect to such Assessor's parcel, equal to the outstanding percentage (1.00 – F) of the remaining Maximum Facilities Special Tax, shall continue to be levied on such Assessor's Parcel pursuant to Section D herein.

(d). Debt Service Coverage

Notwithstanding the foregoing, no prepayment of the Facilities Special Tax shall be allowed unless the amount of Facilities Special Tax that may be levied on Taxable Property (assuming Buildout) within CFD No. 117 in each future Fiscal Year (after excluding Public Property and Property Owner Association Property as set forth in Section E.1 herein), after the proposed prepayment, is at least equal to the sum of (i) 1.10 times the debt service necessary to support the remaining Outstanding Bonds in each corresponding Fiscal Year, and (ii) Administrative Expenses.

I. TERM OF SPECIAL TAX

The Facilities Special Tax shall be levied for a period not to exceed fifty years commencing with Fiscal Year 2026-2027. The Services Special Tax shall be levied in perpetuity to fund the Special Tax Requirement for Services.

EXHIBIT A
CERTIFICATE TO AMEND FACILITIES SPECIAL TAX
CFD NO. 117 CERTIFICATE

1. Pursuant to Section C.1 of the Rate and Method of Apportionment (the "Rate and Method") for City of Fontana Community Facilities District No. 117 (Southridge) ("CFD No. 117"), the Assigned Facilities Special Tax and the Backup Facilities Special Tax for Developed Property within CFD No. 117 has been reduced as described herein.

   (a) The information in Table 1 of the Rate and Method relating to the Assigned Facilities Special Tax for Residential Property within CFD No. 117 shall be modified as follows:

Land Use Class	Description	Residential Floor Area (square feet)	Original Assigned Facilities Special Tax	Reduced Assigned Facilities Special Tax
1	Residential Property	2,175 or greater	$3,706 per unit	$[_____] per unit
2	Residential Property	2,025 to less than 2,175	$3,435 per unit	$[_____] per unit
3	Residential Property	1,875 to less than 2,025	$3,382 per unit	$[_____] per unit
4	Residential Property	1,725 to less than 1,875	$3,184 per unit	$[_____] per unit
5	Residential Property	Less than 1,725	$3,107 per unit	$[_____] per unit

   (b) The Assigned Facilities Special Tax for Non-Residential Property, as stated in Section C.1.a.(3) of the Rate and Method, shall be reduced from $42,665 per Acre to $[_____] per Acre.

   (c) The Backup Facilities Special Tax for Developed Property, as stated in Section C.1.a.(4) of the Rate and Method, shall be reduced from $50,190 per Acre to $[_____] per Acre.

2. The Assigned Facilities Special Tax and the Backup Facilities Special Tax for Developed Property may only be reduced prior to the first issuance of CFD No. 117 Bonds.

3. Upon execution of the certificate by CFD No. 117, CFD No. 117 shall cause an amended notice of Special Tax lien for CFD No. 117 to be recorded reflecting the reductions set forth herein.

All capitalized terms used herein shall have the meanings set forth in the Rate and Method.

By:_____ Date:_____
CFD Administrator

By execution hereof, the undersigned acknowledge, on behalf of CFD No. 117, receipt of this certificate and modification of the Rate and Method as set forth in this certificate.

CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 117 (SOUTHRIDGE)

By:_____ Date:_____

EXHIBIT C

PROPERTY OWNER AND ASSESSOR'S PARCEL NUMBER

Name of Property Owner	San Bernardino County Assessor Parcel No.
KB HOME Cal Management Services LLC	0237-411-35

CERTIFICATE OF ACKNOWLEDGEMENTS, REPRESENTATIONS, WARRANTIES, CONSENTS AND WAIVERS

CITY OF FONTANA
COMMUNITY FACILITIES DISTRICT NO. 117
(SOUTHRIDGE)

City Council
City of Fontana
16860 Valencia Avenue
Fontana, California 92335

Members of the City Council:

This Certificate of Acknowledgements, Representations, Warranties, Consents and Waivers (this "Certificate") is delivered by the undersigned, KB HOME Cal Management Services LLC (the "Landowner"), in connection with the special election referred to herein and is submitted to the City Council (the "City Council") of the City of Fontana (the "City") upon and as of the adoption on the date hereof of the resolution of the City Council entitled "A Resolution of the City Council of the City of Fontana, California Deeming it Necessary for City of Fontana Community Facilities District No. 117 (Southridge) to Incur Bonded Indebtedness."

1. Petition. The Landowner hereby acknowledges, confirms and agrees (a) that the Landowner submitted to the City Council the Landowner's Petition to Create a Community Facilities District, dated as of March 10, 2026 (the "Petition"), requesting that the City Council institute proceedings under the Mello-Roos Community Facilities Act of 1982 (the "Act") (i) to establish a community facilities district proposed to be named City of Fontana Community Facilities District No. 117 (Southridge) (the "Community Facilities District"), (ii) to authorize the Community Facilities District to levy a special tax (the "Special Tax") within the Community Facilities District, (iii) to establish an appropriations limit of the Community Facilities District, and (iv) to authorize the Community Facilities District to incur bonded indebtedness in a maximum amount of $14,000,000, and (b) that, pursuant to the Petition, the City Council initiated such proceedings.

The Landowner hereby acknowledges, confirms and agrees (a) that the Petition described the real property owned by the Landowner that was to be included within the proposed boundaries of the Community Facilities District, which real property is described in Exhibit A attached hereto and made a part hereof (the "Property"), (b) that the Petition described the boundaries of the territory proposed for inclusion in the Community Facilities District, which boundaries are described in Exhibit B attached hereto and made a part hereof (the "Boundaries of the Community Facilities District"), (c) that the Petition stated the types of public facilities to be financed by the Community Facilities District, which facilities are described under the caption "Facilities" on Exhibit C attached hereto and made a part hereof (the "Facilities"), (d) that the Petition stated the types of services to be financed by the Community Facilities District, which services are described under the caption "Services" on Exhibit C attached hereto and made a part hereof (the "Services"), and (e) that, pursuant to the Petition, the Landowner consented to the waiver of, and waived, all time limits and all requirements pertaining to the conduct of the election specified in the Act, all

notices with respect thereto (other than published notices required under the Act), all voter qualification requirements, all requirements as to the form or content of election materials, all voting procedures (other than the right to vote), all canvass, recount and tie vote procedures, all requirements that there be prepared and included in the ballot material provided to each voter an impartial analysis and arguments and rebuttals, if any, and all requirements as to the form and content of the ballot for the election, including any requirement that the ballot include the type or amount or rate of the Special Tax, the duration of the Special Tax, the use of the revenue derived from the Special Tax or the amount of money to be raised annually from the Special Tax.

2. Proceedings. The Landowner hereby acknowledges, confirms and agrees (a) that, on March 10, 2026, the City Council, pursuant to the Act, adopted a resolution entitled "A Resolution of the City Council of the City of Fontana, California of Intention to Establish a Community Facilities District Proposed to be Named City of Fontana Community Facilities District No. 117 (Southridge) and to Authorize the Levy of a Special Tax Therein" (the "Resolution of Intention"), stating its intention to establish the Community Facilities District, to authorize the Community Facilities District to levy the Special Tax within the Community Facilities District and setting the date for a public hearing to be held on the establishment of the Community Facilities District, which date is the date hereof, (b) that the Landowner had actual notice of said public hearing and that notice of said public hearing has been given in accordance with the Act, (c) that on the date hereof, the City Council opened, conducted and closed said public hearing, and (d) that none of the establishment of the Community Facilities District, the furnishing of any specified type or types of Facilities or Services within the Community Facilities District or the levying of a specified special tax was precluded by majority protest pursuant to 53324 of the Act. The Landowner hereby acknowledges, confirms and agrees that the rate and method of apportionment of the Special Tax (the "Rate and Method") was set forth in the Resolution of Intention and that the Rate and Method specifies the rate, method of apportionment and manner of collection of the Special Tax in sufficient detail to allow each landowner or resident within the proposed Community Facilities District to estimate the maximum amount that he or she will have to pay.

The Landowner hereby acknowledges, confirms and agrees (a) that, on March 10, 2026, the City Council, pursuant to the Act, adopted a resolution entitled "A Resolution of the City Council of the City of Fontana, California Declaring it Necessary for City of Fontana Community Facilities District No. 117 (Southridge) to Incur Bonded Indebtedness" (the "Resolution Declaring Necessity"), declaring it necessary for the Community Facilities District to incur bonded indebtedness, stating the purpose for which the proposed debt will be incurred, stating the maximum amount of the proposed debt and setting the date for a public hearing to be held on the proposed debt authorization, which date is the date hereof, (b) that the Landowner had actual notice of the said public hearing and that notice of said public hearing has been given in accordance with the Act, and (c) that on the date hereof, the City Council opened, conducted and closed said public hearing.

The Landowner hereby acknowledges, confirms and agrees that, on the date hereof, the City Council, pursuant to the Act, adopted a resolution entitled "A Resolution of the City Council of the City of Fontana, California of Formation of City of Fontana Community Facilities District No. 117 (Southridge), Proposing that the Community Facilities District be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District be Established" (the "Resolution of Formation"), establishing the Community Facilities District,

proposing that the Community Facilities District be authorized to levy the Special Tax within the Community Facilities District, proposing that an appropriations limit of the Community Facilities District be established and stating that the propositions to authorize the Community Facilities District to levy the Special Tax and to establish the appropriations limit of the Community Facilities District shall be subject to the approval of the qualified electors of the Community Facilities District at a special election. The Landowner hereby acknowledges, confirms and agrees that the Rate and Method was set forth in the Resolution of Formation and that the Rate and Method specifies the rate, method of apportionment and manner of collection of the Special Tax in sufficient detail to allow each landowner or resident within the proposed Community Facilities District to estimate the maximum amount that he or she will have to pay.

The Landowner hereby acknowledges, confirms and agrees that, on the date hereof, the City Council, pursuant to the Act, adopted a resolution entitled "A Resolution of the City Council of the City of Fontana, California Deeming it Necessary for City of Fontana Community Facilities District No. 117 (Southridge) to Incur Bonded Indebtedness" (the "Resolution Deeming Necessity"), deeming it necessary for the Community Facilities District to incur bonded indebtedness, stating the purpose for which the bonded indebtedness will be incurred, stating the maximum amount of debt to be incurred, stating the maximum term the bonds to be issued shall run before maturity, stating the maximum annual rate of interest on the bonds and stating that the proposition to authorize the Community Facilities District to incur the bonded indebtedness shall be submitted to the qualified electors of the Community Facilities District.

3. Special Election. The Landowner hereby acknowledges, confirms and agrees (a) that there has been prepared and included in the agenda for the meeting of the City Council on the date hereof a resolution entitled "A Resolution of the City Council of the City of Fontana, California Calling Special Election for City of Fontana Community Facilities District No. 117 (Southridge)" (the "Resolution Calling Election"), calling a special election (the "Special Election") to submit to the qualified electors of the Community Facilities District the combined ballot proposition to authorize the Community Facilities District to incur bonded indebtedness, to authorize the Community Facilities District to levy the Special Tax and to establish the appropriations limit of the Community Facilities District, (b) that the form of the official ballot for the Special Election (the "Ballot") is attached as an exhibit to the Resolution Calling Election, and (c) that the measure to be submitted to the voters, as set forth in the Ballot, is as follows:

> Shall the measure to authorize City of Fontana Community Facilities District No. 117 (Southridge) (the "Community Facilities District") to incur bonded indebtedness in a maximum amount of $14,000,000, to authorize the Community Facilities District to levy a special tax in order to finance certain facilities and services and to establish the annual appropriations limit of the Community Facilities District at $14,000,000, as specified in the resolutions adopted by the City Council of the City of Fontana on April 14, 2026 entitled "A Resolution of the City Council of the City of Fontana, California of Formation of City of Fontana Community Facilities District No. 117 (Southridge), Proposing that the Community Facilities District be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District be Established" and "A Resolution of the City Council of the City of

Fontana, California Deeming it Necessary for City of Fontana Community Facilities District No. 117 (Southridge) to Incur Bonded Indebtedness," be adopted?

The Landowner hereby represents and warrants (a) that, as of the date hereof, it is the legal owner of the fee interest in all of the Property and that no other person or entity is the legal owner of all or any portion of the fee interest in any of the Property, (b) that all of the Property is included within the Boundaries of the Community Facilities District, (c) that the Property consists of approximately 32.23 acres not exempt from the Special Tax and comprises 100% of the area of land included within the Boundaries of the Community Facilities District and not exempt from the Special Tax, and (d) that the Boundaries of the Community Facilities District, as described in Exhibit B hereto, constitute the boundaries of the territory that is included in the Community Facilities District.

The Landowner hereby represents and warrants that, to the best knowledge of the Landowner (a) as of the date hereof, there are no registered voters residing within the Boundaries of the Community Facilities District, and (b) there have been fewer than 12 registered voters residing within the Boundaries of the Community Facilities District during each of the 90 days preceding the date of the close of the public hearings on the establishment of the Community Facilities District and the proposed debt authorization of the Community Facilities District, which date is the date hereof.

The Landowner hereby acknowledges, confirms and agrees that, pursuant to Section 53326(b) of the Act, if fewer than 12 persons have been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearings on the establishment of the Community Facilities District and the proposed debt authorization of the Community Facilities District, the vote on the ballot proposition to authorize the Community Facilities District to incur bonded indebtedness, to authorize the Community Facilities District to levy the Special Tax and to establish the appropriations limit of the Community Facilities District shall be by the landowners of the Community Facilities District and each person who is the owner of land at the close of said public hearings, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that he or she owns within the Community Facilities District not exempt from the Special Tax. The Landowner hereby acknowledges, confirms and agrees that said vote shall, pursuant to Section 53326(b) of the Act, be by the landowners of the Community Facilities District.

The Landowner hereby requests that the Special Election be held on the date hereof. The Landowner hereby acknowledges, confirms and agrees that the Special Election is being expedited at the particular request of the Landowner.

The Landowner hereby requests that the Special Election be conducted using mailed or hand-delivered ballots, that such ballots be opened and canvassed at the Special Election and that the results of the Special Election be certified at the meeting of the City Council being held on the date hereof.

4. <u>Consents and Waivers</u>. The Landowner hereby acknowledges, confirms and agrees that if the Special Election is held on the date hereof, the Special Election will be held less than 90

days after the close, on the date hereof, of the public hearings on the establishment of the Community Facilities District and the proposed debt authorization of the Community Facilities District. The Landowner hereby acknowledges, confirms and agrees that, pursuant to Section 53326 of the Act, any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of the Special Election, including any time limit or requirement applicable to any election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), may be waived with the unanimous consent of the qualified electors of the Community Facilities District and the concurrence of the election official conducting the election. The Landowner hereby consents to the waiver of, and hereby waives, any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of the Special Election (other than the right to have ballots accurately counted), including any time limit or requirement applicable to any election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), including, but not limited to, all notices with respect thereto (published, mailed or otherwise to be given), any voter qualification requirements, any time limitations, all publication requirements, all pre-election, election or voting procedures (other than the right to vote) and all canvass, recount and tie vote procedures.

The Landowner hereby acknowledges, confirms and agrees that, as the Special Election vote is to be by the landowners of the Community Facilities District, any impartial analysis, arguments or rebuttals, if any, with respect to the Special Election may, pursuant to Section 53327(b) of the Act, be waived with the unanimous consent of all the landowners of the Community Facilities District. The Landowner hereby consents to the waiver of, and hereby waives, the requirements of Section 53327(a) of the Act that there be prepared and included in the ballot material provided to each voter an impartial analysis pursuant to Section 9160, 9280 or 9500 of the California Elections Code (the "Elections Code"), and arguments and rebuttals, if any, pursuant to Sections 9162 to 9167, inclusive, and Section 9190 of the Elections Code or pursuant to Sections 9281 to 9287, inclusive, and Section 9295 of the Elections Code, or pursuant to Sections 9501 to 9507, inclusive, of the Elections Code, or pursuant to other provisions of law applicable to other special districts as appropriate.

The Landowner hereby waives any and all defects in notice or procedure in any proceedings to establish the Community Facilities District, to authorize the Community Facilities District to levy the Special Tax and to authorize the Community Facilities District to incur bonded indebtedness, or in the conduct of the Special Election, whether known or unknown.

The Landowner hereby waives all requirements as to the form and content of the Ballot and the Ballot measure for the Special Election, including, without limitation, all requirements that the Ballot measure be condensed, abbreviated or summarized in the Ballot, the requirements in Section 9051 of the Elections Code, the requirements in Section 13119(b) of the Elections Code that the Ballot measure include the amount of money to be raised annually from the Special Tax and the rate and duration of the Special Tax; provided, however, that, notwithstanding the foregoing, the Landowner is not waiving, and does not waive, the requirement in Section 13247 of the Elections Code that the Ballot label be followed with the words "Yes" and "No" or the requirements in subsections (a), (c) or (d) of Section 13119 of the Elections Code.

The Landowner hereby waives all requirements as to the preparation, printing and delivery of election materials for the Special Election (other than delivery of the Ballot to each voter as

provided in the Act) and the form and content of such election materials, including, without limitation, that a fiscal impact report or statement be prepared, delivered or referenced, that a voter information guide or pamphlet be prepared, printed, delivered or made available and that the full Ballot measure be printed in materials, other than the Ballot, delivered or made available to voters.

The Landowner hereby waives its right to make any protest or complaint or to undertake any legal action challenging the validity of the Special Election.

5. Landowner Fully Informed; Waivers Knowing, Intelligent and Voluntary. The Landowner's request, pursuant to the Petition, that the Community Facilities District be established, that the boundaries of the territory included in the Community Facilities District be the Boundaries of the Community Facilities District, that the territory in the Community Facilities District include the Property (which is real property owned by the Landowner), that the Community Facilities District be authorized to levy the Special Tax, that an appropriations limit of the Community Facilities District be established, that the Community Facilities District be authorized to incur bonded indebtedness in a maximum amount of $14,000,000, that the facilities to be financed by the Community Facilities District be the Facilities and that the services to be financed by the Community Facilities District be the Services, evidences, and the Landowner hereby represents and confirms, that the Landowner was in possession of such information and knowledge as it deemed necessary or appropriate with respect to such matters. The Landowner hereby represents and confirms that it is fully informed with respect to such matters, has a thorough understanding thereof and fully understands the consequences thereof.

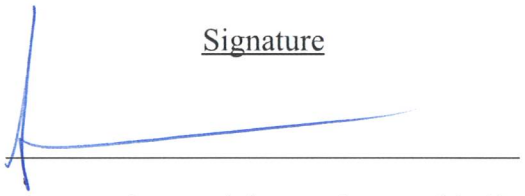
The Landowner hereby acknowledges, confirms and agrees that the Landowner and representatives thereof, including its financial advisor and legal counsel, received, reviewed, participated in discussions regarding, and provided comments and input on the documents and instruments constituting, the proceedings to establish the Community Facilities District, to authorize the Community Facilities District to levy the Special Tax, to authorize the Community Facilities District to incur bonded indebtedness and to establish an appropriations limit of the Community Facilities District, including, without limitation, the Petition, the Resolution of Intention, the Resolution Declaring Necessity, the Resolution of Formation, the Resolution Deeming Necessity, the Rate and Method, this Certificate, the Resolution Calling Election, the form of the Ballot, the description of the Facilities and Services to be financed by the Special Tax and the Special Tax analysis prepared by the Landowner's financial advisor.

The Landowner hereby represents and confirms that, by virtue of the Landowner and representatives thereof, including its financial advisor and legal counsel, having received, reviewed, participated in discussions regarding and provided comments and input on the documents and instruments constituting, the proceedings to establish the Community Facilities District, to authorize the Community Facilities District to levy the Special Tax, to authorize the Community Facilities District to incur bonded indebtedness and to establish an appropriations limit of the Community Facilities District, and the Landowner's and such representatives' independent inquiries, investigations and research with respect thereto, the Landowner is in possession of such information and knowledge with respect to such matters as it has deemed necessary or appropriate. The Landowner hereby represents and confirms that it is fully informed with respect to such matters, has a thorough understanding thereof and fully understands the consequences thereof.

The Landowner hereby acknowledges, confirms and agrees (a) that the Rate and Method was set forth in the Petition, the Resolution of Intention and the Resolution of Formation, and (b) that the Rate and Method contains detailed provisions specifying (i) the type of the Special Tax (a special tax) and the amount or rate of the Special Tax to be levied on each parcel of property in the Community Facilities District, (ii) the duration of the Special Tax (the fiscal year after which the Special Tax would no longer be levied), and (iii) the use of the revenue derived from the Special Tax (to pay costs of Facilities, or debt service on debt issued to pay costs of Facilities, to pay costs of Services, to pay administrative costs and to pay or provide for other related costs or expenses). The Landowner hereby acknowledges, confirms and agrees that by virtue of the Ballot's reference to the Resolution of Formation, which sets forth the Rate and Method, and by virtue of the Landowner and representatives thereof, including its financial advisor and legal counsel, receiving, reviewing, participating in discussions regarding and providing comments and input on the Rate and Method, the Landowner has such information and knowledge about the matters described in clause (b) of this paragraph that is at least equal to that it would have had if such matters had been set forth in the Ballot.

The Landowner hereby represents and confirms that it has obtained, and is in possession of, such information and knowledge with respect to the Landowner's representations, warranties, acknowledgements, confirmations, agreements, consents and waivers contained in this Certificate as it has deemed necessary or appropriate. The Landowner hereby represents and confirms that it is fully informed with respect to such representations, warranties, acknowledgements, confirmations, agreements, consents and waivers and fully understands the consequences thereof. The Landowner hereby represents and confirms that each such waiver by the Landowner is a knowing, intelligent and voluntary waiver.

6. Authorized Representative. The Landowner hereby states and confirms (a) that the undersigned, Scott Hansen, is an authorized representative of the Landowner and has been duly authorized by the Landowner to execute such documents and instruments on behalf of the Landowner as are necessary or appropriate in connection with the Special Election, including this Certificate and the Ballot envelope, and (b) that the signature set forth opposite the name of the undersigned is the genuine signature of such person:

Name	Signature
Scott Hansen	

7. Mailing Address. The address of the Landowner for receiving notices and ballots is: KB HOME Cal Management Services LLC, 36310 Inland Valley Drive, Suite 300, Wildomar, California 92595, Attention: Scott Hansen, Vice President, Forward Planning.

[Remainder of page intentionally left blank.]

This Certificate of Acknowledgements, Representations, Warranties, Consents and Waivers is dated April 14, 2026.

KB HOME CAL MANAGEMENT SERVICES LLC,
a Delaware limited liability company

By: _____
Scott Hansen
Vice President, Forward Planning

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property consists of San Bernardino County Assessor Parcel Number 0237-411-35.

EXHIBIT B

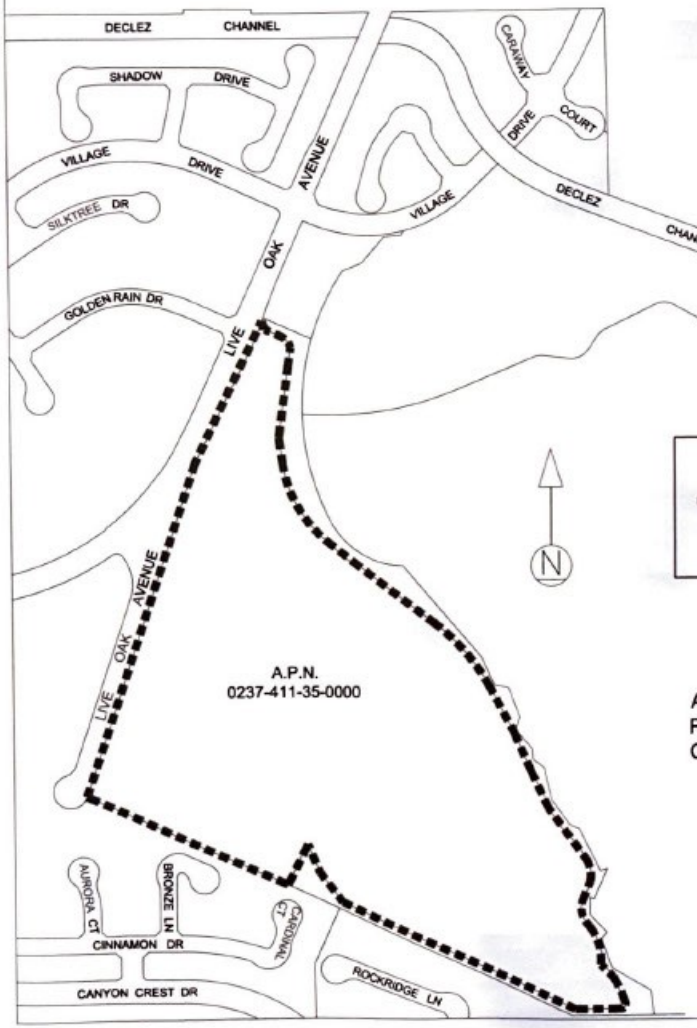
BOUNDARIES OF COMMUNITY FACILITIES DISTRICT

The boundaries of the territory which is proposed for inclusion in the Community Facilities District are depicted in the attached map. Such territory consists of San Bernardino County Assessor Parcel Number 0237-411-35.

Conformed Copy

SHEET 1 OF 1

PROPOSED BOUNDARIES OF CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 117 (SOUTHRIDGE) CITY OF FONTANA, SAN BERNARDINO COUNTY STATE OF CALIFORNIA



Reference is made to the maps of the San Bernardino County Assessor for a description of the lines and dimensions of each parcel.

LEGEND

▪▪▪▪▪ Proposed Boundaries of City of Fontana Community Facilities District No. 117 (Southridge)

Assessor Parcel Number within the Proposed Boundaries of City of Fontana Community Facilities District No. 117 (Southridge): 0237-411-35-0000

PREPARED BY DTA PUBLIC FINANCE, INC.

(1) Filed in the office of the Clerk of the City of Fontana this 10th day of March 2026.

Germaine Key
City Clerk
City of Fontana, California

(2) I hereby certify that the within map showing the proposed boundaries of City of Fontana, Community Facilities District No. 117 (Southridge), San Bernardino County, State of California, was approved by the City Council of the City of Fontana at a regular meeting thereof, held on the 10th day of March, 2026, by its Resolution No. 2026-012.

Germaine Key
City Clerk
City of Fontana, California

(3) San Bernardino County Recorder's Certificate

This map has been filed under Document Number 2026-0070067, this 17th day of March, 2026, at 1:03 p.m., in Book 92 of Maps of Assessment and Community Facilities Districts at Page 91, ~~in the office of the County Recorder in San Bernardino County, State of California,~~ at the request of the City of Fontana in the amount of $ 0.00.

Josie Gonzales
Assessor-Recorder ~~County Clerk~~
San Bernardino County
By:

Deputy Recorder

EXHIBIT C

FACILITIES AND SERVICES TO BE FINANCED

Facilities

The types of public facilities to be financed by the Community Facilities District are streets, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, sewers, storm drains, flood control facilities, fire protection facilities, police facilities, public facilities, library facilities, water distribution, treatment and storage facilities, dry utilities including natural gas electricity and telecommunications, and park and recreation facilities including trails and pathways, and land, landscaping, rights-of-way and easements necessary for any of such facilities and incidental expenses.

Services

The types of City services to be financed by the Community Facilities District are fire protection and suppression services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

ACQUISITION AND FUNDING AGREEMENT

by and among

CITY OF FONTANA
COMMUNITY FACILITIES DISTRICT NO. 117
(SOUTHRIDGE)

and

CITY OF FONTANA

and

KB HOME CAL MANAGEMENT SERVICES LLC

Dated as of April 1, 2026

City of Fontana
Community Facilities District No. 117
(Southridge)
Special Tax Bonds

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EXHIBIT B FORM OF PAYMENT REQUEST B-1

ACQUISITION AND FUNDING AGREEMENT

THIS ACQUISITION AND FUNDING AGREEMENT (this "Acquisition Agreement"), dated as of April 1, 2026, is by and among CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 117 (Southridge), a community facilities district organized and existing under the laws of the State of California (the "Community Facilities District"), the CITY OF FONTANA, a general law city organized and existing under the laws of the State of California (the "City"), and KB HOME CAL MANAGEMENT SERVICES LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Developer").

W I T N E S S E T H:

WHEREAS, the City Council of the City (the "City Council") has, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), established the Community Facilities District;

WHEREAS, pursuant to the Act, the proceedings of the City Council and an election held within the Community Facilities District, the Community Facilities District is authorized to issue bonds (the "Bonds") secured by a special tax (the "Special Tax") levied within the Community Facilities District to finance certain public facilities;

WHEREAS, the Community Facilities District will, upon satisfaction of the conditions and in accordance with the terms set forth in this Acquisition Agreement, purchase certain of such public facilities, described herein (the "Acquisition Facilities"), the City will take title thereto and the Developer will be paid from the proceeds of the Bonds for the costs of acquisition, construction and improvement of the Acquisition Facilities at the prices as determined as set forth herein;

WHEREAS, the Bonds are to be issued pursuant to an indenture (the "Indenture") to be entered into by the Community Facilities District and a commercial bank or trust company (the "Trustee");

WHEREAS, pursuant to the Indenture, the Community Facilities District will establish or cause the Trustee to establish an acquisition account into which a portion of the proceeds of the Bonds will be deposited, which amounts will be used to finance the acquisition of the Acquisition Facilities;

WHEREAS, Section 53313.5 of the Act provides that a community facilities district may only finance the purchase of facilities whose construction has been completed, as determined by the legislative body, before the resolution of formation to establish the community facilities district is adopted pursuant to Section 53325.1 of the Act, except that a community facilities district may finance the purchase of facilities completed after the adoption of the resolution of formation if the facility was constructed as if it had been constructed under the direction and supervision, or under the authority of, the local agency that will own or operate the facility;

WHEREAS, the Acquisition Facilities are to be acquired by the City under this Acquisition Agreement pursuant to the Act and, specifically, pursuant to the provisions of Section 53313.5 thereof; and

WHEREAS, the Community Facilities District, the City and the Developer desire to provide for the priority in which proceeds of the Special Tax and proceeds of the Bonds are to be applied and certain other matters regarding the Community Facilities District, the Special Tax and the Bonds;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. All terms defined in the Indenture shall have the same meaning in this Acquisition Agreement, except as indicated. Unless the context otherwise requires, the terms defined in this Article I shall have the meanings herein specified:

"Acceptable Title" means title to land, or an easement therein, delivered free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether any such item is recorded or unrecorded, except those non-monetary items that are reasonably determined by the City not to interfere with the intended use of such land or easement and therefore are not required to be cleared from title.

"Acceptance Date" means (a) with respect to a Segment, either (i) the date that the full amount of the Purchase Price thereof is payable to the Developer pursuant to the terms hereof and of the Indenture, or (ii) if 90% of the Purchase Price of such Segment was paid to the Developer pursuant to Section 3.02(c) hereof, the date that the remaining 10% of the Purchase Price of such Segment is payable to the Developer pursuant to the terms hereof and of the Indenture, and (b) with respect to a Component, either (i) the date that the full Purchase Price of the last of the Segments included in such Component is payable to the Developer pursuant to the terms hereof and of the Indenture, or (ii) if 90% of the Purchase Price of such Segment was paid to the Developer pursuant to Section 3.02(c) hereof, the date that the remaining 10% of the Purchase Price of such Segment is payable to the Developer pursuant to the terms hereof and of the Indenture.

"Acquisition Account" means the account by that name established under the Indenture, the amounts in which are to be applied to the payment of the Purchase Price of the Segments.

"Acquisition Agreement" means this Acquisition and Funding Agreement, dated as of April 1, 2026, by and among the Community Facilities District, the City and the Developer, as originally executed or as the same may from time to time be amended, supplemented or otherwise modified pursuant to the provisions hereof.

"Acquisition Cost" means, with respect to a Segment, the amount specified as the Acquisition Cost for such Segment in Exhibit A attached hereto, as the same may be modified by one or more supplements thereto entered into in accordance with Section 3.05 hereof.

"Acquisition Facilities" means the public facilities described in Exhibit A attached hereto.

"Act" means the Mello-Roos Community Facilities Act of 1982, constituting Sections 53311 *et seq.* of the California Government Code.

"Actual Cost" means, with respect to a Segment, an amount equal to the sum of (a) the actual, reasonable cost of constructing such Segment, including labor, material and equipment costs, (b) the actual, reasonable cost of designing and preparing the Plans for such Segment, including engineering services provided in connection with designing and preparing such Plans, (c) the actual, reasonable cost of environmental evaluations required in the City's reasonable determination specifically for such Segment, (d) the amount of any fees actually paid to

governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Segment, (e) the actual, reasonable cost for construction management services for such Segment, which cost shall not exceed 5% of the cost of constructing such Segment, as determined pursuant to clause (a) of this definition, (f) the actual, reasonable cost for professional services directly related to the construction of such Segment, including engineering, inspection, construction staking, materials testing and similar professional services, which costs shall not exceed 18% of the costs of constructing such Segment, as determined pursuant to clause (a) of this definition, (g) the actual, reasonable cost of any performance and maintenance bonds and insurance, including title insurance, required hereby for such Segment, and (h) the actual, reasonable cost of any real property or interest therein acquired from a party other than the Developer or an Affiliate thereof (including amounts advanced by the Developer to the City for such purpose), which real property or interest therein is either necessary for the construction of such Segment (*e.g.*, temporary construction easements, haul roads, etc.) or is required to be conveyed with such Segment in order to convey Acceptable Title thereto to the City or its designee, all as specified in a Payment Request that has been reviewed and approved by the City Engineer; provided, however, that (x) no item of cost relating to a Segment shall be included in more than one category of cost specified in clauses (a) through (h) of this definition, and (y) each item of cost shall include only amounts actually paid by the Developer to third parties, other than Affiliates of the Developer, and shall not include overhead or other internal expenses of the Developer.

"Administrative Expenses" has the meaning ascribed to that term in the Rate and Method.

"Affiliate" of another Person means (a) each Person that, directly or indirectly, owns or controls, whether beneficially or as trustee, guardian, or other fiduciary, 50% or more of any class of equity securities of such other Person, and (b) each Person that controls, is controlled by or is under common control with or by such Person or any Affiliate of such Person. For the purpose of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Aggregate Overage Amount" means, as of any date, the sum of the Overage Amounts for all Segments for which the Acceptance Date occurred on or before such date.

"Aggregate Savings Amount" means, as of any date, the sum of the Savings Amounts for all Segments for which the Acceptance Date occurred on or before such date.

"Authorized Representative" means, with respect to the Community Facilities District, the City Manager of the City and the Chief Financial Officer, Finance Department, of the City, and any other Person designated as an Authorized Representative of the Community Facilities District in a Written Certificate of the Community Facilities District filed with the Trustee.

"Bonds" means the City of Fontana Community Facilities District No. 117 (Southridge) Special Tax Bonds issued under the Indenture.

"City" means the City of Fontana, a general law city organized and existing under the laws of the State, and its successors.

"City Engineer" means the City Engineer of the City.

"Closing Date" means the date on which the Bonds are issued and delivered to the initial purchaser thereof.

"Community Facilities District" means City of Fontana Community Facilities District No. 117 (Southridge), a community facilities district organized and existing under the laws of the State, and its successors.

"Community Benefit Facilities Account" means the account by that name established under the Indenture, the amounts in which are to be applied to the payment of the costs of the acquisition, construction and installation of the Construction Facilities.

"Complete" means, with respect to a Segment, that the construction of such Segment (including all ancillary, non-essential items included in such Segment) by or on behalf of the Developer is, in the reasonable judgment of the City Engineer, in all respects complete.

"Components" means the related groups of Segments identified as such and described in Exhibit A attached hereto; each Component is comprised of the Segments listed thereunder in Exhibit A.

"Conditions of Approval" means the conditions of approval of all land use entitlements approved by the City for the Property and the conditions of the subdivision improvement agreement or other agreement between the Developer and the City relating to the Property, which conditions the Developer must satisfy or cause to be satisfied in order to develop the Property.

"Construction Account" means the account by that name established under the Indenture, the amounts in which are to be applied to the payment of the costs of the acquisition, construction and installation of the Construction Facilities.

"Construction Facilities" means the facilities authorized to be financed by the Community Facilities District, other than the Acquisition Facilities.

"Credit Amount" means, as of any date, the remainder of (a) the Aggregate Savings Amount as of such date, minus (b) the aggregate amount paid to the Developer prior to such date pursuant to Section 3.03 hereof; provided, however, that in no event shall such Credit Amount exceed the remainder of (i) the Aggregate Overage Amount as of such date, minus (ii) the aggregate amount paid to the Developer prior to such date pursuant to Section 3.03 hereof.

"Deposit Account" means a separate account established by the City to be used exclusively for the deposit, holding and application of a category of Permit Fees and any amounts paid as a security deposit therefor, as contemplated by Section 2.02 hereof.

"Developer" means KB HOME Cal Management Services LLC, a limited liability company organized and existing under the laws of the State of Delaware, and its successors and assigns.

"Developer Representative" means the person or persons designated as such in a certificate signed by the Developer and delivered to the Community Facilities District and the Trustee, which certificate shall contain an original or specimen signature of each person so designated.

"Effective Date" means April 14, 2026.

"General Prevailing Wage Rates" means those rates as determined by the Director of the Department of Industrial Relations of the State of California.

"Hazardous Material" means any hazardous or toxic substance, material or waste that is regulated by any local governmental authority, the State or the United States Government, including, without limitation, any material or substance that is (a) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.* (33 U.S.C. § 1321), (b) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* (42 U.S.C. § 6903), (c) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq.*, (d) petroleum, or (e) asbestos.

"Indenture" means the indenture, by and between the Community Facilities District and the Trustee, pursuant to which the Bonds are issued, as originally executed or as the same may from time to time be supplemented, amended or otherwise modified by any supplemental indenture entered into pursuant to the provisions thereof or, if such Indenture has been discharged in accordance with its terms, the indenture, trust agreement, fiscal agent agreement or similar instrument, regardless of title, pursuant to which bonds, notes or other evidences of indebtedness of the Community Facilities District have been issued and are outstanding, as originally executed or as the same may from time to time be supplemented, amended or otherwise modified pursuant to the provisions thereof.

"Payment Request" means the document to be provided by the Developer to substantiate the Purchase Price of one or more Segments, which shall be substantially in the form of Exhibit B attached hereto.

"Permit Fees" means, with respect to a Subject Unit, the Circulation Fee, the Active Transportation Plan Fee, the Fire Facilities Impact Fee, the Library Facilities Impact Fee, the Local Arterials Fee, the Median Landscape Fee, the Police Facilities Impact Fee, the Public Facilities Impact Fee, the Sewer Connection Impact Fee, the Storm Drainage Facilities Fee and the Traffic Signals Fee, all as described in a development agreement or otherwise conditioned and payable to the City as a condition precedent to the City's issuing a building permit for such Subject Unit.

"Person" means an individual, a corporation, a partnership, an association, a limited liability company, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

"Plans" means the plans and specifications for the Acquisition Facilities prepared or to be prepared at the direction of the Developer pursuant to Section 4.01 hereof.

"Property" means the real property located within the Community Facilities District.

"Public Improvement Policies" means the City's operational and implementation policies and procedures for public improvement construction using public funds, as set forth in the City of Fontana Public Improvement Policy and Procedure Manual, dated July 30, 1990, as originally adopted by the City Council of the City or as the same may be amended or supplemented from time to time.

"Purchase Price" means, with respect to a Segment, subject to the provisions of Section 3.02 hereof, the lesser of the Actual Cost or the Acquisition Cost of such Segment.

"Rate and Method" means the Rate and Method of Apportionment for City of Fontana Community Facilities District No. 117 (Southridge) approved by the qualified electors of the Community Facilities District.

"Related Property" means, with respect to a Segment, the property on, in or over which such Segment is located, which property, or an easement thereon or other interest therein, is dedicated or otherwise conveyed to the City as provided in Section 3.04 hereof.

"Savings Amount" means, with respect to a Segment, the amount, if any, by which the Acquisition Cost of such Segment exceeds the Actual Cost of such Segment.

"Segments" means the discrete portions of the Components identified as such and described in Exhibit A attached hereto, as the same may be modified by one or more supplements thereto entered into in accordance with Section 3.05 hereof.

"Special Tax" means the special tax described and defined in the Rate and Method as "Facilities Special Tax" approved by the qualified electors of the Community Facilities District.

"State" means the State of California.

"Subject Unit Fee Amount" means, as of any date, the amount of Permit Fees applicable to a Subject Unit as of such date.

"Subject Units" means the 255 residential housing units to be constructed on the Property, for which entitlements have been granted by the City.

"Substantially Complete" means, with respect to a Segment, that the construction of such Segment by or on behalf of the Developer has, in the reasonable judgment of the City Engineer, reached a stage of completion sufficient to allow such Segment to be utilized for the purpose for which it is intended and that only the construction of ancillary, non-essential items remains incomplete; provided, however, that a Segment shall not be deemed to be Substantially Complete if, in the reasonable judgment of the City Engineer, the cost to complete the construction of such ancillary, non-essential items would exceed 10% of the Purchase Price of such Segment.

"Trustee" means the commercial bank or trust company initially designated as trustee under the Indenture, and any successor thereto permitted under the Indenture.

"Written Certificate" and **"Written Request"** of the Community Facilities District mean, respectively, a written certificate or written request signed in the name of the Community Facilities District by an Authorized Representative. Any such certificate or request may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

ARTICLE II

FUNDING PRIORITIES; CREDITS

Section 2.01. Funding Priorities. (a) Prior to the issuance of the Bonds, the proceeds of the Special Tax collected in each fiscal year shall, as soon as reasonably practicable, be applied in the following order of priority:

First Priority. To pay, or to provide for the payment of, Administrative Expenses.

Second Priority. To provide for the payment of the costs of the acquisition, construction and installation of the Construction Facilities.

(b) Upon the issuance of the Bonds, the proceeds thereof received by or on behalf of the Community Facilities District shall be applied in the following order of priority:

First Priority. To pay, or to provide for the payment of, the costs of issuing the Bonds.

Second Priority. To provide for the payment of Administrative Expenses until Special Tax receipts are anticipated to be sufficient therefor.

Third Priority. To fund a reserve fund for the Bonds in an amount equal to the reserve requirement therefor, as provided in the Indenture.

Fourth Priority. To fund capitalized interest in an amount to pay up to 12 months of interest on the Bonds, as determined by the City.

Fifth Priority. For deposit in the Community Benefit Facilities Account in an amount equal to twenty percent (20%) of such proceeds of the Bonds remaining after the application thereof in accordance with the First Priority, Second Priority, Third Priority and Fourth Priority in this subsection.

Sixth Priority. For deposit in the Acquisition Account until the amount deposited in the Acquisition Account pursuant to this Sixth Priority, is equal to the total Purchase Prices of all Acquisition Facilities expected to be acquired.

Seventh Priority. For deposit in the Construction Account an amount equal to the lesser of (i) the amount of all Permit Fees paid by or on behalf of the Developer deposited in the Deposit Accounts pursuant to subsection (a) of Section 2.02 hereof, and (ii) the remaining amount of such proceeds.

Eighth Priority. For deposit in the Construction Account, the remainder of such proceeds, if any; provided, however, that the sum of (i) the amount deposited in the Construction Account pursuant to the Seventh Priority in this subsection, plus (ii) the amount deposited in the Construction Account pursuant to this Eighth Priority shall not exceed the product of (A) 255, times (B) the Subject Unit Fee Amount as of the date such proceeds are so deposited.

(c) If, after the payment of the Purchase Prices of all of the Segments, as provided herein, amounts remain on deposit in the Acquisition Account, such remaining amounts shall be transferred to and deposited in the Community Benefit Facilities Account.

Section 2.02. Payment of Permit Fees as Deposit. (a) The Developer shall timely pay, or cause to be paid, an amount equal to all Permit Fees that are chargeable upon issuance of a building permit for a Subject Unit. Any amounts so paid prior to the issuance of the Bonds shall constitute a security deposit for the payment of such Permit Fees and, upon receipt thereof, the City shall deposit such amounts in one or more Deposit Accounts. Except as otherwise provided in subsection (b) of this Section, amounts on deposit in such Deposit Accounts shall not be expended by the City; provided, however, that earnings on the investment of amounts on deposit in a Deposit Account shall be withdrawn by the City and applied by the City to any legally permitted purpose.

(b) If, upon the issuance of the Bonds, proceeds thereof are deposited in the Construction Account, as provided in the Seventh Priority in subsection (b) of Section 2.01 hereof, the City shall withdraw from the Deposit Accounts and, as soon as practicable, return to the Developer, or the Developer's designee, an amount equal to the amount of such proceeds so deposited. Any amounts remaining in the Deposit Accounts after such withdrawal shall constitute Permit Fees paid by or on behalf of the Developer in satisfaction of the obligation to pay such Permit Fees. Any such amounts remaining in the Deposit Accounts shall be withdrawn by the City and applied thereby to any purposes to which such Permit Fees may legally be applied.

Section 2.03. Credits. (a) If, upon the issuance of the Bonds, proceeds thereof are deposited in the Construction Account as provided in the Seventh Priority in subsection (b) of Section 2.01 hereof, the Developer shall, upon such deposit, be deemed to have paid Permit Fees for the number of Subject Units equal to the largest whole number that is not greater than the quotient of (i) the amount of such proceeds so deposited in the Construction Account in accordance with the Seventh Priority in subsection (b) of Section 2.01 hereof, divided by (ii) the Subject Unit Fee Amount as of the date such proceeds are so deposited.

(b) If (i) upon the issuance of the Bonds, proceeds thereof are deposited in the Construction Account as provided in the Eighth Priority in subsection (b) of Section 2.01 hereof, and (ii) the Developer has not, pursuant to subsection (a) of this Section, been deemed to have paid Permit Fees for all of the Subject Units, the Developer shall be deemed to have paid Permit Fees that would otherwise subsequently become payable for the number of Subject Units equal to the lesser of (A) the number of Subject Units for which the Developer has not, pursuant to subsection (a) of this Section, been deemed to have paid Permit Fees, and (B) the largest whole number that is not greater than the quotient of (I) the amount of such proceeds so deposited in the Construction Account in accordance with the Eighth Priority in subsection (b) of Section 2.01 hereof, divided by (II) the Subject Unit Fee Amount as of the date such proceeds are so deposited.

(c) If (i) remaining amounts in the Acquisition Account are transferred to and deposited in the Construction Account pursuant to subsection (c) of Section 2.01 hereof, and (ii) the Developer has not, pursuant to subsections (a) and (b) of this Section, been deemed to have paid Permit Fees for all of the Subject Units, the Developer shall be deemed to have paid Permit Fees for a number of Subject Units equal to the lesser of (A) the number of Subject Units for which the

Developer has not, pursuant to subsections (a) and (b) of this Section been deemed to have paid Permit Fees, and (B) the largest whole number that is not greater than the quotient of (I) the amounts so transferred to and deposited in the Construction Account pursuant to subsection (c) of Section 2.01 hereof, divided by (II) the Subject Unit Fee Amount as of the date such proceeds are so deposited.

ARTICLE III

ACQUISITION OF ACQUISITION FACILITIES

Section 3.01. Acquisition of Acquisition Facilities. The Developer hereby agrees to sell to the Community Facilities District, and the Community Facilities District hereby agrees to purchase from the Developer, each Segment for the Purchase Price thereof, subject to the terms and conditions hereof. Title to each Segment purchased pursuant hereto shall be transferred by the Developer to the City as of the Acceptance Date of such Segment by appropriate instrument in accordance with the Conditions of Approval; provided, however, that notwithstanding such transfer, as provided in Section 4.06 hereof, the Developer shall be responsible for the maintenance of such Segment until the Acceptance Date of the Component of which such Segment is a part.

The parties hereto expect that, at some date after the execution hereof, the Community Facilities District will issue the Bonds. The Purchase Price of the Segments is to be paid from proceeds of the Special Tax available for such purpose, as provided in Section 2.01 hereof, and from proceeds of the Bonds deposited in the Acquisition Account, as provided in Section 2.01 hereof. The Community Facilities District shall not be obligated to pay the Purchase Price of the Segments except from such proceeds of the Special Tax and the Bonds. Neither the Community Facilities District nor the City makes any warranty, either express or implied, that such proceeds of the Special Tax and the Bonds available for the payment of the Purchase Price of the Segments will be sufficient for such purpose.

Section 3.02. Payment of Purchase Price. (a) In order to receive all or any portion of the Purchase Price for a Segment, the Developer shall deliver to the Community Facilities District and the City Engineer (i) a Payment Request for such Segment, together with all attachments and exhibits to be included therewith, (ii) a copy of the documents conveying, or that previously conveyed, to the City Acceptable Title to the Related Property of such Segment, as described in Section 3.04 hereof, and (iii) a copy of the Notice of Completion of such Segment that will be filed in accordance with Section 8182 of the California Civil Code, if applicable.

(b) Upon receipt of a completed Payment Request (and accompanying documentation) for a Segment, the City Engineer shall conduct a review in order to confirm that such Segment is Complete and was constructed in accordance with the Plans therefor and to verify and approve the Actual Cost of such Segment specified in such Payment Request. The Developer agrees to cooperate with the City Engineer in conducting each such review and to provide the City Engineer with such additional information and documentation as is reasonably necessary for the City Engineer to conclude each such review. The City agrees to cause the City Engineer to conduct such review without unreasonable delay. If the City Engineer determines that the Actual Cost specified in such Payment Request as initially submitted exceeds the Developer's actual, reasonable cost of constructing such Segment, the Developer shall resubmit such Payment Request, with the Actual Cost specified therein modified so as to take into account such determination by the City Engineer. Upon confirmation that such Segment is Complete and has been constructed in accordance with the Plans therefor, and verification and approval of the Actual Cost of such Segment, the City Engineer shall sign the Payment Request, indicating thereon that the full amount of the Purchase Price of such Segment is to be paid, and forward the same to the Community Facilities District. Upon receipt of such reviewed and fully signed Payment Request,

the Community Facilities District shall, without unreasonable delay, direct the Trustee to pay the full amount of the Purchase Price of such Segment to the Developer.

(c) If, as a result of the review described in subsection (b), above, the City Engineer (i) determines that such Segment, while not Complete, is Substantially Complete, (ii) confirms that such Segment has been constructed in accordance with the Plans therefor, and (iii) verifies and approves the Actual Cost of such Segment, the City Engineer shall sign the Payment Request, indicating thereon that an amount equal to 90% of the lesser of (x) such Actual Cost, or (y) the Acquisition Cost of such Segment is to be paid, and forward the same to the Community Facilities District. Upon receipt of such reviewed and fully signed Payment Request, the Community Facilities District shall, without unreasonable delay, direct the Trustee to pay such amount to the Developer.

When the Developer completes or causes to be completed all work with respect to such Segment and concludes that such Segment is Complete, the Developer shall deliver to the City Engineer (i) if as-built drawings or similar plans and specifications for such Segment have not previously been submitted to the City Engineer, such drawings or plans and specifications, together with a certification of the Developer that such drawings or plans and specifications are true, correct and complete, and (ii) such information and documentation as is reasonably required by the City Engineer in order for the City Engineer to determine whether such Segment is Complete. Upon receipt of such information and documentation, the City Engineer shall conduct a review in order to confirm that such Segment is Complete. If, as a result of such review, the City Engineer determines that such Segment is Complete, the City Engineer shall sign a copy of the original Payment Request therefor, indicating thereon that an amount equal to the remainder of the (x) the Purchase Price of such Segment, less (y) the amount paid pursuant to the preceding paragraph is to be paid, and forward the same to the Community Facilities District. Upon receipt of such reviewed and fully signed Payment Request, the Community Facilities District shall, without unreasonable delay, direct the Trustee to pay such amount to the Developer.

Section 3.03. Payments of Credit Amount. If and when the amount of the Credit Amount is greater than zero, the Developer shall be entitled to be paid from the Acquisition Account an amount equal to the Credit Amount. In order to receive all or a portion of the Credit Amount, the Developer shall deliver to the Community Facilities District a written request signed by a Developer Representative stating (a) the amount to be paid, and (b) that such amount does not exceed the amount of the Credit Amount as of the date of delivery of such written request. Such written request shall be accompanied by a calculation demonstrating the amount of the Credit Amount as of the date of delivery of such written request. Upon receipt of such written request and accompanying calculation, the Community Facilities District shall, without unreasonable delay, direct the Trustee to pay such amount from the Acquisition Account to the Developer.

Section 3.04. Dedication of Property and Easements to City. Acceptable Title to all property on, in or over which each Segment will be located shall be deeded over to the City by way of grant deed, quitclaim, or dedication of such property, or easement thereon, if such easement is approved by the City as being a sufficient interest therein to permit the City to properly own, operate and maintain such Segment located therein, thereon or thereover, and to permit the Developer to perform its obligations as set forth in this Acquisition Agreement.

Upon the request of the City, the Developer shall furnish to the City a title report for such property not previously dedicated or otherwise conveyed to the City or its designee, for review and approval at least 20 calendar days prior to the transfer of Acceptable Title to a Segment to the City or its designee. The City shall approve the title report unless it reveals a matter that, in the reasonable judgment of the City, could materially affect the City's or its designee's use and enjoyment of any part of the property or easement covered by the title report. In the event the City does not approve the title report, the City shall not be obligated to accept title to such Segment, and the Community Facilities District shall not be obligated to pay any portion of the Purchase Price for such Segment, until the Developer has cured such objections to title to the reasonable satisfaction of the City.

Section 3.05. Modifications to Segments and Acquisition Costs. The Community Facilities District, the City and the Developer may make modifications in the composition and description of a Segment or a Component, or in the amount of the Acquisition Cost for a Segment, whenever the Community Facilities District, the City and the Developer deem such modifications to be appropriate. Any such modification shall be approved and implemented by the City Manager or Deputy City Manager (on behalf of the Community Facilities District), the City Engineer (on behalf of the City) and the Developer executing a supplement to Exhibit A containing a description of the modified Segment or Component and, if applicable, Acquisition Cost of such Segment. Upon the execution of any such supplement to Exhibit A, the description of the Segment or Component and, if applicable, the Acquisition Cost of such Segment in Exhibit A shall be deemed to have been modified in accordance therewith.

ARTICLE IV

CONSTRUCTION OF ACQUISITION FACILITIES

Section 4.01. Preparation and Approval of Plans and Specifications. The Developer shall cause Plans to be prepared for the Acquisition Facilities in accordance with the Conditions of Approval. The Developer shall obtain the written approval of the Plans from all appropriate departments of the City or from any other public agency or public utility from which such approval must be obtained. Copies of all such Plans shall be provided by the Developer to the City Engineer.

Section 4.02. Duty of Developer to Construct. The Developer shall construct or cause to be constructed the Segments in accordance with the Conditions of Approval and the approved Plans. The Developer shall perform all of its obligations hereunder and shall conduct all operations with respect to the construction of the Segments in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified Persons utilizing commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall not be relieved of its obligation to construct a Segment, and convey such Segment to the City in accordance with the terms hereof, even if the Purchase Price for such Segment is less than the Actual Cost of such Segment. Notwithstanding the foregoing, nothing set forth in this Acquisition Agreement shall be construed to require the Developer to construct any Acquisition Facilities other than at the time required by, and in accordance with, the Conditions of Approval or to perform any work requiring a contractor's license, nor shall the Developer be deemed to be performing construction services pursuant to this Acquisition Agreement.

Section 4.03. Public Works Requirements. (a) In order to ensure that the Segments that are acquired by the City pursuant to this Acquisition Agreement are constructed as if they had been constructed under the direction and supervision, or under the authority of, the City, so that they may be acquired pursuant to California Government Code Section 53313.5, the Developer shall comply with all of the requirements of this Section for each Segment for which the Developer submits a Payment Request.

(b) Bids for the construction of each Segment shall be obtained in conformance with the Public Improvement Policies, or as otherwise approved by the City Engineer in writing.

(c) The contract for the construction of each Segment shall be awarded to the responsible bidder submitting the lowest responsive bid for the construction of such Segment.

(d) The Developer shall require, and the specifications and bid and contract documents shall require, all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such Persons are engaged to perform work on a Segment, to pay at least General Prevailing Wage Rates to all workers employed in the execution of the contract, to post a copy of the General Prevailing Wage Rates at the job-site in a conspicuous place available to all employees and applicants for employment, and to otherwise comply with applicable provisions of the California Labor Code, the California Government Code and the California Public Contracts Code relating to public works projects of cities and as required by the Public

Improvement Policies. The City has provided the Developer with copies of tables setting forth the General Prevailing Wage Rates, and the Developer hereby acknowledges receipt thereof.

The Developer shall require, and the specifications and bid and contract documents shall require, for all contracts involving in excess of $30,000 or 20 working days, all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such Persons are engaged to perform work on a Segment, to comply with the provisions of Section 1777.5 of the California Labor Code with respect to all apprenticeable occupations upon the project.

(e) In performing its obligations under this Acquisition Agreement, the Developer shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State and the City. In performing its obligations under this Acquisition Agreement, the Developer shall not discriminate in its employment practices against any employee, or applicant for employment, because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status or medical condition. The Developer shall require, in any contract it enters into for the construction of any Segment, that the contractor be subject to the provisions of this paragraph.

(f) The Developer shall require each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such Person is engaged to perform work on a Segment, to provide proof of insurance coverage satisfying the requirements of Section 4.07 hereof throughout the term of the construction of such Segment; provided, however, that, rather than requiring such contractors, subcontractors, vendors, equipment operators and owner operators to provide such insurance, the Developer may elect to provide the same for the benefit of such contractors, subcontractors, vendors, equipment operators and owner operators.

(g) The Developer shall comply, and shall cause each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such Person is engaged to perform work on a Segment, to comply, with such other requirements relating to the construction of the Segments as the City may impose by written notification delivered to the Developer, to the extent legally required as a result of changes in applicable federal, State or City laws or the Public Improvement Policies.

(h) The Developer shall require, and the specifications and bid and contract documents shall require, all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such Persons are engaged to perform work on a Segment, to submit certified weekly payroll records to the Developer for inspection by the City, and to furnish certified payroll records to the City promptly upon request.

The Developer shall provide proof to the City, at such intervals and in such form as the City may reasonably require, that the foregoing requirements have been satisfied as to all of the Segments.

Section 4.04. Bonding Requirements. Prior to the commencement of construction of a Segment, the Developer shall secure, or caused to be secured, appropriate bonds for the construction and completion of construction of such Segment, a faithful performance bond and a

bond for the security of laborers and materialmen, each in an amount that is equal to 100% of the contract price for such Segment. Each issuer of any such bond shall be duly authorized to issue such bond in the State. Each such bond shall comply with the provisions of California Government Code Sections 66499.1 and 66499.2.

Section 4.05. Inspection; Completion of Construction. The City shall have primary responsibility for providing inspection of the work of construction of the Segments to ensure that the work of construction is accomplished in accordance with the Plans. The City's personnel shall have access to the site of the work of construction at all reasonable times for the purpose of accomplishing such inspection. Upon the completion of the construction of a Segment to the satisfaction of the City's inspectors, the Developer shall notify the Community Facilities District, the City and the City Engineer in writing that the construction of such Segment has been completed in accordance with the Plans.

No later than ten days after receiving notification pursuant to Section 3.02 hereof that a Segment was constructed in accordance with the Plans therefor, the Developer shall forthwith file with the San Bernardino County Recorder a Notice of Completion, in form acceptable to the City Engineer, pursuant to the provisions of Section 8182 of the California Civil Code, if applicable. The Developer shall furnish to the City and the Community Facilities District a duplicate copy of each such Notice of Completion showing thereon the date of filing with said County Recorder.

Section 4.06. Maintenance of Acquisition Facilities; Warranties. The Developer shall maintain each Segment in good and safe condition until the Acceptance Date of the Component of which such Segment is a part. Prior to the Acceptance Date of the Component of which such Segment is a part, the Developer shall be responsible for maintaining such Segment in proper operating condition, and shall perform such maintenance on such Segment as the City Engineer reasonably determines to be necessary. As of the Acceptance Date of the Component of which a Segment is a part, the performance bond provided by the Developer for such Segment pursuant to Section 4.04 hereof shall be reduced to an amount equal to 20% of the original amount thereof and shall serve as a warranty bond to guarantee that such Segment will be free from defects due to faulty workmanship or materials for a period of 12 months from the Acceptance Date of the Component of which such Segment is a part, or the Developer may elect to provide a new warranty bond in such an amount pursuant to the Public Improvement Policies. As of the Acceptance Date of the Component of which a Segment is a part, the Developer shall assign to the City all of the Developer's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third Persons with respect to such Segment.

Section 4.07. Insurance Requirements. The Developer shall or, pursuant to Section 4.03(f) hereof, shall cause each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such Person is engaged to perform work on a Segment, to, at all times prior to the final Acceptance Date of all Segments, maintain, deliver to the City and keep in full force and effect, the following insurance policies:

(a) a protective liability policy providing for not less than the following amounts:

Bodily Injury	$1,000,000 each person $2,000,000 each occurrence $1,000,000 each accident for products and completed operations
Property Damage	$1,000,000 each accident
Worker's Compensation	Statutory

(b) Automobile Liability Insurance to include all owned, non-owned or non-hired vehicles, including loading and unloading thereof:

Automobile Bodily Injury	$1,000,000 each person $2,000,000 each occurrence
Automobile Property Damage	$1,000,000 each accident

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 30 days before expiration or cancellation is effective.

The following statement shall be included on the insurance certificate:

Additional Insured: The insurer agrees that the City, its City Council, and/or all City Council appointed groups, committees, boards and any other City Council appointed body, and/or elective and appointive officers, servants, agents or employees of the City, when acting as such, are additional insureds hereunder, for the acts of the insured, and such insurance shall be primary to any insurance of the City.

The Developer may effect such coverage under blanket insurance policies, provided, however, that (a) such policies are written on a per occurrence basis, (b) such policies comply in all other respects with the provisions of this Section, and (c) the protection afforded the City under any such policy shall be no less than that which would be available under a separate policy relating only to the Segments. All policies of insurance shall be with companies licensed or approved by the California Commissioner of Insurance and rated B+5 or better in the most recent edition of Best's Insurance Guide and shall be issued and delivered in accordance with State law and regulations.

If Developer fails to maintain or cause to be maintained any insurance required hereby, the City may, but shall not be obligated to, procure such insurance and recover the amount of the premiums therefor from the Developer or retain such amount from any monies due to the Developer under this Acquisition Agreement. The failure of the City to procure any such insurance shall in no way relieve the Developer of any of its obligations under this Acquisition Agreement.

Section 4.08. Ownership of Acquisition Facilities. Notwithstanding the fact that some or all of the Acquisition Facilities may be constructed in dedicated street rights-of-way or on property that has been or will be dedicated to the City, the Acquisition Facilities shall be and remain the property of the Developer until title thereto is conveyed to and accepted by the City as provided herein and in the Conditions of Approval. Such ownership by the Developer shall likewise not be affected by any agreement that the Developer may have entered into or may enter into with the City pursuant to the provisions of the Subdivision Map Act, Section 66410 *et seq.* of the California Government Code, and the provisions of this Section and the Conditions of Approval shall control.

ARTICLE V

REPRESENTATIONS, WARRANTIES AND COVENANTS; INDEMNIFICATION

Section 5.01. Representations and Warranties of the Developer. The Developer makes the following representations and warranties for the benefit of the Community Facilities District and the City:

(a) *Organization*. The Developer represents and warrants that the Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, is authorized to conduct business and is in good standing under the laws of the State, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) *Authority*. The Developer represents and warrants that the Developer has the power and authority to enter into this Acquisition Agreement, and has taken all action necessary to cause this Acquisition Agreement to be executed and delivered, and this Acquisition Agreement has been duly and validly executed and delivered on behalf of the Developer.

(c) *Binding Obligation*. The Developer represents and warrants that this Acquisition Agreement is a valid and binding obligation of the Developer and is enforceable against the Developer in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) *Environmental Matters Relating to Segments*. The Developer represents and warrants that none of the Developer, any Affiliate of the Developer, or any subcontractor, agent or employee of the Developer or an Affiliate thereof, has used, generated, manufactured, procured, stored, released, discharged or disposed of (whether accidentally or intentionally) any Hazardous Material on, under or in any Segment or the Related Property of such Segment, or transported (whether accidentally or intentionally) any Hazardous Material to or from such Segment or such Related Property, in violation of any federal, state or local law, ordinance, regulation, rule or decision regulating Hazardous Material.

The Developer represents and warrants that, as of the Acceptance Date of each Segment, there will not be present on, under or in such Segment or the Related Property of such Segment, or any portion thereof, any Hazardous Materials, except for (i) any types or amounts that do not require remediation or mitigation under federal, state or local laws, ordinances, regulations, rules or decisions, (ii) those that have been remediated or mitigated in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions, or (iii) those with respect to which ongoing remediation or mitigation is being performed in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions.

(e) *Environmental Matters Relating to Property*. The Developer represents and warrants that none of the Developer, any Affiliate of the Developer, or any subcontractor, agent or employee of the Developer or an Affiliate thereof, has used, generated, manufactured, procured, stored, released, discharged or disposed of (whether accidentally or intentionally) at any time on or prior to the date hereof any Hazardous Material on, under or in the Property, or any structure, fixtures, equipment, or other objects thereon, or transported (whether accidentally or intentionally) any Hazardous Material to or from the Property, or any structure, fixtures, equipment, or other objects thereon, in violation of any federal, state or local law, ordinance, regulation, rule or decision regulating Hazardous Material.

The Developer represents and warrants that there is not present on, under or in the Property or any structure, fixtures, equipment, or other objects thereon, or any portion thereof, any Hazardous Materials, except for (i) any types or amounts that do not require remediation or mitigation under federal, state or local laws, ordinances, regulations, rules or decisions, (ii) those that have been remediated or mitigated in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions, and (iii) those with respect to which ongoing remediation or mitigation is being performed in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions.

The Developer represents and warrants that neither the Developer nor any Affiliate thereof has received notice of, and, to the best of the Developer's knowledge, there is not, any proceeding or formal inquiry by any governmental authority, body or agency with respect to the presence of Hazardous Materials on, under or in the Property, or any structure, fixtures, equipment, or other objects thereon, or the migration thereof from or to other property.

Section 5.02. Covenants of the Developer. The Developer makes the following covenants for the benefit of the Community Facilities District and the City:

(a) *Completion of Segments*. The Developer covenants that it will use its reasonable and diligent efforts to do all things that may be lawfully required of it in order to cause the Segments to be completed in accordance with this Acquisition Agreement and the Conditions of Approval.

(b) *Compliance with Laws*. The Developer covenants that, while any of the Acquisition Facilities are owned by the Developer or required pursuant to this Acquisition Agreement to be maintained by the Developer, it will not commit, suffer or permit any of its agents, employees or contractors to commit any act to be done in, upon or to the Acquisition Facilities in violation in any material respect of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the Property or the Acquisition Facilities.

(c) *Payment Requests*. The Developer covenants that (i) it will not request payment from the Community Facilities District pursuant to this Acquisition Agreement for the acquisition of any improvements that are not part of a Segment, and (ii) it will

diligently follow all procedures set forth in this Acquisition Agreement with respect to Payment Requests.

(d) *Financial Records*. Until the final Acceptance Date of the Acquisition Facilities, the Developer covenants to maintain proper books of record and account for the Acquisition Facilities and all costs related thereto. The Developer covenants that such accounting books will be maintained in accordance with generally accepted accounting principles, and will be available for inspection by the Community Facilities District and the City within a reasonable time after the Community Facilities District or the City submits a written request to the Developer requesting that such books be made available for inspection.

(e) *Environmental Matters Relating to Segments*. The Developer covenants that none of the Developer, any Affiliate of the Developer or any subcontractor, agent or employee thereof, will use, generate, manufacture, procure, store, release, discharge or dispose of (whether accidentally or intentionally) at any time on or prior to the Acceptance Date of each Segment any Hazardous Material on, under or in such Segment or the Related Property of such Segment, or transport (whether accidentally or intentionally) any Hazardous Material to or from such Segment or such Related Property, in violation of any federal, state or local law, ordinance, regulation, rule or decision regulating Hazardous Material in effect at the time of such use, generation, manufacturing, procurement, storage, release, discharge, disposal or transportation.

(f) *Permits*. The Developer covenants that it will obtain all governmental or other permits required to proceed with the construction of the Acquisition Facilities, and that it will pay all fees relating thereto that are required to be paid, in accordance with the Conditions of Approval.

Section 5.03. Representations and Warranties of the Community Facilities District and the City. The Community Facilities District and the City make the following representations and warranties for the benefit of the Developer:

(a) *Authority*. The Community Facilities District represents and warrants that the Community Facilities District has the power and authority to enter into this Acquisition Agreement, and has taken all action necessary to cause this Acquisition Agreement to be executed and delivered, and this Acquisition Agreement has been duly and validly executed and delivered on behalf of the Community Facilities District. The City represents and warrants that the City has the power and authority to enter into this Acquisition Agreement, and has taken all action necessary to cause this Acquisition Agreement to be executed and delivered, and this Acquisition Agreement has been duly and validly executed and delivered on behalf of the City.

(b) *Binding Obligation*. The Community Facilities District represents and warrants that this Acquisition Agreement is a valid and binding obligation of the Community Facilities District and is enforceable against the Community Facilities District in accordance with its terms. The City represents and warrants that this Acquisition

Agreement is a valid and binding obligation of the City and is enforceable against the City in accordance with its terms.

Section 5.04. Covenants of the Community Facilities District and the City. The Community Facilities District and the City make the following covenants for the benefit of the Developer:

(a) *Completion of Segments*. The City covenants that it will use its reasonable and diligent efforts to take all actions that may be lawfully required of it in issuing permits, processing and approving Plans and inspecting the Segments in accordance with this Acquisition Agreement.

(b) *Payment Requests*. Each of the Community Facilities District and the City covenants that it will diligently follow all procedures set forth in this Acquisition Agreement with respect to each Payment Request.

(c) *Financial Records*. Until the final Acceptance Date, the Community Facilities District covenants to maintain proper books of record and account for the Special Tax and the Bonds. The Community Facilities District covenants that such accounting books will be maintained in accordance with generally accepted accounting principles applicable to governmental entities, and will be available for inspection by the Developer within a reasonable time after the Developer submits a written request to the Community Facilities District requesting that such books be made available for inspection.

Section 5.05. Indemnification. The Developer agrees to protect, indemnify, defend and hold the Community Facilities District and the City, and their respective officers, employees and agents (the "Indemnified Parties"), and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorney's fees, and court costs that any Indemnified Party may suffer or that may be sought against or recovered or obtained from any Indemnified Party as a result of or by reason of or arising out of or in consequence of (a) the issuance of the Bonds or the acquisition, construction, installation or financing of the Acquisition Facilities, (b) the untruth or inaccuracy of any representation or warranty made by the Developer in this Acquisition Agreement or in any certifications delivered by the Developer pursuant hereto or in connection with the issuance of the Bonds, (c) the release, threatened release, storage, treatment, transportation or disposal of any Hazardous Materials on, under, in, from or to any portion of the Property while such portion of the Property is owned by the Developer, and (d) any act or omission of the Developer or any of its subcontractors, or their respective officers, employees or agents, in connection with the Acquisition Facilities, including noncompliance with any covenants made by the Developer in this Acquisition Agreement. If the Developer fails to do so, the Community Facilities District and the City shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any fees or costs, to and recover the same from the Developer.

Upon receipt by an Indemnified Party of notice of any claim, loss, expense, suit, action, decree, judgment or award for which the Developer is obligated to protect, indemnify, defend and hold such Indemnified Party harmless pursuant to this Section, such Indemnified Party shall promptly notify the Developer in writing of such claim, loss, expense, suit, action, decree,

judgment or award. Neither the Developer nor an Indemnified Party shall, without the other's written consent, settle, compromise or consent to the entry of judgment with respect to any claim, suit or action for which the Developer is obligated to protect, indemnify, defend and hold such Indemnified Party harmless pursuant to this Section.

No indemnification is required to be paid by the Developer for any claim, loss or expense (a) arising from the willful misconduct or negligence of an Indemnified Party, or (b) arising from the use or operation of a Segment after the Acceptance Date of the Component of which such Segment is a part, unless such claim, loss or expense results from the defective or improper design, acquisition, construction or installation of such Segment.

The provisions of this Section shall survive the termination of this Acquisition Agreement.

ARTICLE VI

TERMINATION; DAMAGES

Section 6.01. Termination by Agreement. This Acquisition Agreement may be terminated by written agreement of the Community Facilities District, the City and the Developer. Upon such termination, the City may, but shall not be obligated to, complete the acquisition, construction and installation of any Segments not theretofore acquired from the Developer pursuant hereto, and the Community Facilities District and the City may use all or any portion of the monies in the Acquisition Account to pay for such acquisition, construction and installation. In the event of such termination, the Developer shall have no claim or right to any further payments for the Purchase Price of any Segment except as otherwise may be provided in such written agreement.

Section 6.02. Termination by City. (a) The following events shall constitute grounds for the Community Facilities District and the City, at their option, to terminate this Acquisition Agreement, without the consent of the Developer:

(i) the Developer shall voluntarily file for reorganization or other relief under any Federal or state bankruptcy or insolvency law;

(ii) the Developer shall have any involuntary bankruptcy or insolvency action filed against it, or shall suffer a trustee in bankruptcy or insolvency or receiver to take possession of the assets of Developer, or shall suffer an attachment or levy of execution to be made against the property it owns within the Community Facilities District unless, in any of such cases, such action, possession, attachment or levy shall have been terminated or released within 60 days after the commencement thereof;

(iii) except to the extent that the Developer's obligation to construct the Acquisition Facilities is excused pursuant to Section 6.05 hereof, the Developer shall abandon construction of the Acquisition Facilities that, as of the time of such abandonment, the Developer is required to construct or cause to be constructed in accordance with the Conditions of Approval (failure for a period of three consecutive months or failure for two periods of two consecutive months to undertake substantial work related to the construction of the Acquisition Facilities shall constitute a non-exclusive example of such abandonment);

(iv) the Developer shall breach any material covenant or default in the performance of any material obligation under this Acquisition Agreement, or any representation or warranty of the Developer set forth herein or in any certifications delivered by the Developer hereunder shall prove to have been false or misleading in any material respect when made or deemed made;

(v) the Developer shall transfer any of its rights or obligations under this Acquisition Agreement, without the prior written consent of the Community Facilities District and the City;

(vi) the Developer shall have made any material misrepresentation or material omission in any written materials furnished in connection with any preliminary official statement, official statement or bond purchase contract that has not been corrected and is used in connection with the sale of any Bonds;

(vii) the Developer or any of its partners, permitted assigns or successors-in-interest under this Acquisition Agreement or any Affiliate of the Developer shall at any time bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the Community Facilities District, the levy of the Special Tax in accordance with the Rate and Method or the validity of the Bonds or the proceedings leading up to their issuance; provided, however, that the Developer or any of its partners, permitted assigns or successors-in-interest under this Acquisition Agreement or any Affiliate of the Developer that owns any of the Property may bring an action or suit contending that the Special Tax has not been levied in accordance with the methodology contained in the Rate and Method;

(viii) the Developer shall materially fail to complete the Acquisition Facilities as contemplated by this Acquisition Agreement and the Conditions of Approval; or

(ix) the Developer or any of its partners, permitted assigns or successors-in-interest under this Acquisition Agreement or any Affiliate of the Developer shall fail to pay any Special Tax levied on the Property owned by such party prior to such Special Tax becoming delinquent.

(b) If any event listed in paragraph (i), (ii) or (vii) of subsection (a) of this Section occurs, this Acquisition Agreement shall automatically terminate.

(c) If any event listed in paragraph (iii), (iv), (v), (vi), (viii) or (ix) of subsection (a) of this Section occurs, the Community Facilities District and the City may elect to terminate this Acquisition Agreement. If the Community Facilities District and the City intend to terminate this Acquisition Agreement, the Community Facilities District and the City shall first notify the Developer in writing of such intention and of the grounds for such termination and allow the Developer 60 days to eliminate or mitigate to the reasonable satisfaction of the Community Facilities District and the City the grounds for such termination. If, in the reasonable opinion of the Community Facilities District and the City, such grounds for termination can be eliminated or mitigated, but not within such 60 day period, such period shall be extended in order to provide a reasonably sufficient amount of time to accomplish such elimination or mitigation, but only if the Developer has instituted corrective action within such 60 day period and the Developer is thereafter proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof), the Developer has not eliminated or completely mitigated such grounds for termination to the reasonable satisfaction of the Community Facilities District and the City, the Community Facilities District and the City may then terminate this Acquisition Agreement by delivering a written notice of such termination to the Developer. If any of the grounds listed in said paragraph (iii), (iv), (v), (vi), (viii) or (ix) for termination of this Acquisition Agreement by the Community Facilities District and the City (A) has occurred, and (B) has not been eliminated or mitigated to the reasonable satisfaction of the Community Facilities District and the City or waived by the Community Facilities District and the City, the Community Facilities

District, from and after the occurrence thereof, shall have no obligation to acquire any Segment pursuant hereto.

Section 6.03. Termination by Developer. (a) The following events shall constitute grounds for the Developer, at its option, to terminate this Acquisition Agreement, without the consent of the Community Facilities District or the City:

(i) the City or the Community Facilities District shall voluntarily file for reorganization or other relief under any Federal or state bankruptcy or insolvency law;

(ii) the City or the Community Facilities District shall have any involuntary bankruptcy or insolvency action filed against it, or shall suffer a trustee in bankruptcy or insolvency or receiver to take possession of the assets of the City or the Community Facilities District, as applicable, or shall suffer an attachment or levy of execution to be made against the property it owns unless, in any of such cases, such action, possession, attachment or levy shall have been terminated or released within 60 days after the commencement thereof;

(iii) the Community Facilities District or the City shall breach any material covenant or default in the performance of any material obligation under this Acquisition Agreement, or any representation or warranty of the Community Facilities District or the City set forth herein shall prove to have been false or misleading in any material respect when made; and

(iv) the Community Facilities District or the City shall transfer any of its respective rights or obligations under this Acquisition Agreement, without the prior written consent of the Developer;

(b) If any event listed in subsection (a) of this Section occurs, the Developer may elect to terminate this Acquisition Agreement. If the Developer intends to terminate this Acquisition Agreement, the Developer shall first notify the Community Facilities District and the City in writing of such intention and of the grounds for such termination and allow the Community Facilities District and the City 60 days to eliminate or mitigate to the reasonable satisfaction of the Developer the grounds for such termination. If, in the reasonable opinion of the Developer, such grounds for termination can be eliminated or mitigated, but not within such 60 day period, such period shall be extended in order to provide a reasonably sufficient amount of time to accomplish such elimination or mitigation, but only if the Community Facilities District and the City have instituted corrective action within such 60 day period and the Community Facilities District and the City are thereafter proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof), the Community Facilities District and the City have not eliminated or completely mitigated such grounds for termination to the reasonable satisfaction of the Developer, the Developer may then terminate this Acquisition Agreement by delivering a written notice of such termination to the Community Facilities District and the City.

Section 6.04. Remedies in General; Damages Limited. (a) The Developer acknowledges that neither the Community Facilities District nor the City would have entered into

this Acquisition Agreement if it were to be liable in damages under or with respect to this Acquisition Agreement. The only obligations of the Community Facilities District and the City hereunder to pay amounts or provide funding are the obligations to apply proceeds of the Special Tax and proceeds of the Bonds as provided in Section 2.01 hereof, to pay the Purchase Price of the Segments and any Credit Amount from amounts on deposit in the Acquisition Account, as provided in Section 3.02 hereof and Section 3.03 hereof, respectively and to pay amounts pursuant to Section 7.08 hereof, if and to the extent required by said Section. Neither the Community Facilities District nor the City shall have any pecuniary liability under this Acquisition Agreement for any act or omission of the Community Facilities District or the City, except as set forth in this Section. In no event will an act, or an omission or failure to act, by the Community Facilities District or the City with respect to the sale or proposed sale of the Bonds subject the Community Facilities District or the City to pecuniary liability therefor.

(b) In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Acquisition Agreement; provided, however, that the Community Facilities District and the City shall not be liable in damages to the Developer, other than to the extent that remedying a failure to perform an obligation specified in subsection (a) of this Section might be considered direct damages, and, in no case shall the Community Facilities District or the City be liable for any special, exemplary, consequential or punitive damages. In light of the foregoing, the Developer covenants not to sue for or claim any damages, for any alleged breach of, or dispute that arises out of, this Acquisition Agreement, other than to the extent that remedying a failure to perform an obligation specified in subsection (a) of this Section might be considered direct damages.

Section 6.05. Force Majeure. Except as may be specifically provided in this Acquisition Agreement, the performance by the Community Facilities District, the City or the Developer of its respective obligations hereunder shall be excused during, and the period of time for performance of its respective obligations hereunder shall be extended for a period of time equal to, any period of delay caused by reason of (a) acts of God or civil commotion, (b) riots, strikes, picketing or other labor disputes, (c) shortages of materials or supplies, (d) damage to work in progress by reason of fire, floods, earthquakes or other casualty, (e) enactment of laws that prevent or preclude compliance by the Community Facilities District, the City or the Developer with a material provision of this Acquisition Agreement, (f) administrative proceedings challenging the Community Facilities District, the Bonds, this Acquisition Agreement or a Payment Request brought by Persons other than the Community Facilities District, the City or the Developer, or any Affiliate thereof, (g) litigation (including the pendency thereof), brought by Persons other than the Community Facilities District, the City or the Developer, or any Affiliate thereof, including, without limitation, litigation challenging the Community Facilities District, the development of the Property, the Bonds, this Acquisition Agreement, a Payment Request, (h) pendency of initiatives or referenda affecting the Community Facilities District, the development of the Property, the Bonds, this Acquisition Agreement or a Payment Request, or (i) any other cause beyond the reasonable control of the Community Facilities District, the City or the Developer, respectively; provided, however that, as to any party (x) the financial inability of such party itself to perform under this Acquisition Agreement, and (y) the negligence or willful misconduct of such party shall not constitute a permitted delay for purposes of this Section and, provided, further, that any action, omission, or failure to approve a Payment Request or other approval, or the imposition of additional requirements or restrictions in connection therewith by the Community Facilities

District or the City, caused by the Developer's actual failure to comply with applicable laws or regulations or the provisions of this Acquisition Agreement (other than an actual failure to comply that results from the enactment of laws that prevent or preclude compliance by a party with a material provision of this Acquisition Agreement, administrative proceedings challenging the Community Facilities District, the Bonds, this Acquisition Agreement or a Payment Request or other approval, litigation brought by Persons other than a party, or an Affiliate of a party, including without limitation, litigation challenging the Community Facilities District, the development of the Property, the Bonds, this Acquisition Agreement or a Payment Request or other approval, initiative or referenda affecting the Community Facilities District, the development of the Property, the Bonds, this Acquisition Agreement or a Payment Request or other approval), shall not constitute a permitted delay for the Developer for purposes of this Section.

If the Community Facilities District, the City or the Developer shall claim that performance of its respective obligations hereunder is excused by a permitted delay pursuant to this Section, such party shall give the other parties hereto written notice of the commencement of such permitted delay within 30 days after first gaining knowledge of such permitted delay.

If the Community Facilities District, the City or the Developer shall claim that performance of its respective obligations hereunder is excused by a permitted delay pursuant to this Section, such party's performance shall only be excused during, and the period of time for performance of its obligations hereunder shall only be extended for a period of time equal to, the period of time for which the cause of such permitted delay is in effect and is actually causing a delay in performance by such party of its obligations hereunder.

The Community Facilities District, the City and the Developer shall act diligently and in good faith to avoid foreseeable delays in performance and to remove the cause of any permitted delay under this Section or develop a reasonable alternative means of performance of its respective obligations hereunder.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Developer as Independent Contractor. In performing under this Acquisition Agreement, it is mutually understood that the Developer is acting as an independent contractor, and not an agent of the Community Facilities District or the City. Neither the Community Facilities District nor the City shall have any responsibility for payment to any contractor, subcontractor or supplier of the Developer.

Section 7.02. Other Agreements. Nothing contained herein shall be construed as affecting the City's or the Developer's respective duty to perform its respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Property, which obligations are and shall remain independent of the Developer's rights and obligations, and the City's rights and obligations, under this Acquisition Agreement; provided, however, that the Developer shall use its reasonable and diligent efforts to perform each and every covenant to be performed by it under any lien or encumbrance, instrument, declaration, covenant, condition, restriction, license, order, or other agreement, the nonperformance of which could reasonably be expected to materially and adversely affect the acquisition, construction and installation of the Segments.

Section 7.03. Binding on Successors and Assigns. Neither this Acquisition Agreement nor the duties and obligations of the Developer hereunder may be assigned to any Person without the written consent of the Community Facilities District and the City, which consent shall not be unreasonably withheld or delayed. Neither this Acquisition Agreement nor the duties and obligations of the City or the Community Facilities District hereunder may be assigned to any Person, without the written consent of the Developer, which consent shall not be unreasonably withheld or delayed. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted assigns, and successors-in-interest of the parties hereto.

Section 7.04. Amendments. This Acquisition Agreement may be amended by an instrument in writing executed and delivered by the Community Facilities District, the City and the Developer.

Section 7.05. Waivers. No waiver of, or consent with respect to, any provision of this Acquisition Agreement by a party hereto shall in any event be effective unless the same shall be in writing and signed by such party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

Section 7.06. No Third-Party Beneficiaries. No Person or entity shall be deemed to be a third-party beneficiary hereof, and nothing in this Acquisition Agreement (either express or implied) is intended to confer upon any Person or entity, other than the Community Facilities District, the City and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Acquisition Agreement.

Section 7.07. Notices. Any written notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication to be given hereunder shall be

given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

Community Facilities District:	City of Fontana Community Facilities District No. 117 (Southridge) c/o City of Fontana 16860 Valencia Avenue Fontana, California 92335 Attention: City Clerk
City:	City of Fontana 16860 Valencia Avenue Fontana, California 92335 Attention: Chief Financial Officer, Finance Department
Developer:	KB HOME Cal Management Services LLC 36310 Inland Valley Drive, Suite 300 Wildomar, California 92595 Attention: Scott Hansen, Vice President, Forward Planning

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if given by courier or delivery service or if personally served or delivered, upon delivery, (b) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (c) if given by electronic mail, on the date sent, but only if confirmation of the receipt of such electronic mail is received or if notice is concurrently sent by another means specified herein, and (d) if given by any other means, upon delivery at the address specified in this Section.

Section 7.08. Attorneys' Fees. If any action is instituted to interpret or enforce any of the provisions of this Acquisition Agreement, the party prevailing in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and postjudgment fees and costs) as determined by the court as part of the judgment.

Section 7.09. Jurisdiction and Venue. Each of the Community Facilities District, the City and the Developer (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Acquisition Agreement shall be brought in a state or local court in the County of San Bernardino or in the Courts of the United States of America in the district in which said county is located, (b) consents to the jurisdiction of each such court in any such suit, action or proceeding, and (c) waives any objection that it may have to the laying of venue of any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the Community Facilities District, the City and the Developer agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 7.10. Governing Law. This Acquisition Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State.

Section 7.11. Electronic Signature. Each of the parties hereto agrees that the transaction consisting of this Acquisition Agreement may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Acquisition Agreement using an electronic signature, it is signing, adopting and accepting this Acquisition Agreement and that signing this Acquisition Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Acquisition Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Acquisition Agreement in a usable format.

Section 7.12. Usage of Words. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 7.13. Counterparts. This Acquisition Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 7.14. Effective Date. This Acquisition Agreement has been dated for convenience purposes only. Notwithstanding the stated date of this Acquisition Agreement, this Acquisition Agreement shall be effective on the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Acquisition Agreement as of the day and year first hereinabove written.

CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 117 (SOUTHRIDGE)

By: _____
Matthew C. Ballantyne,
City Manager of the City of Fontana

CITY OF FONTANA

By: _____
Matthew C. Ballantyne,
City Manager

KB HOME CAL MANAGEMENT SERVICES LLC,
a Delaware limited liability company

By: _____
Scott Hansen
Vice President, Forward Planning

EXHIBIT A

ACQUISITION FACILITIES

Segment/Component	Acquisition Cost
Park Improvements	
City Park, Landscaping, & Community Trail Improvements on Parcel 2 & 3 of Tract No. 20565, including all appurtenant facilities and right of way costs required for such improvements.	$3,281,375
Subtotal	**$3,281,375**
Street Light Improvements	
Live Oak Avenue and Village Drive Street Light Improvements.	$256,035
Subtotal	**$256,035**
Dry Utility Improvements*	
Live Oak Avenue, Village Drive and other project related dry utility improvement costs (limited to 5% of the bond amount).	$555,500
Subtotal	**$555,500**
TOTAL:	**$4,092,910**

* Dry Utilities include, but are not limited to, all costs related to electrical lines, undergrounding, pole relocation, and any fees paid directly to the utility company (e.g., Edison Rule 20), and any other incidental expenses or appurtenant facilities thereof.

EXHIBIT B

FORM OF PAYMENT REQUEST

City of Fontana
Community Facilities District No. 117
(Southridge)

KB HOME Cal Management Services LLC (the "Developer"), hereby requests payment of the Purchase Price of the Segment or Segments described in Attachment A attached hereto. Capitalized undefined terms shall have the meanings ascribed thereto in the Acquisition and Funding Agreement, dated as of April 1, 2026 (the "Acquisition Agreement"), by and among City of Fontana Community Facilities District No. 117 (Southridge) (the "Community Facilities District"), the City of Fontana (the "City"), and the Developer. In connection with this Payment Request, the undersigned hereby represents and warrants to the Community Facilities District and the City as follows:

1. The undersigned is a Developer Representative, qualified to execute this request for payment on behalf of the Developer and knowledgeable as to the matters set forth herein.

2. The Developer has submitted or submits herewith to the City Engineer as-built drawings or similar plans and specifications for the Segments for which payment is requested, and such drawings or plans and specifications, as applicable, are true, correct and complete; provided, however, that if such Segment is Substantially Complete but not Complete, such drawings or plans and specifications need not be submitted to the City Engineer until such Segment is Complete.

3. Each of the Segments described in Attachment A has been constructed in accordance with the Plans therefor, and in accordance with all applicable City standards and the requirements of the Acquisition Agreement, and the as-built drawings or similar Plans and specifications referenced in paragraph 2 above.

4. The true and correct Actual Cost of each Segment for which payment is requested is set forth in Attachment A.

6. The Developer has submitted or submits herewith to the City Engineer invoices, receipts, worksheets and other evidence of costs that are in sufficient detail to allow the City Engineer to verify the Actual Cost of each Segment for which payment is requested.

7. There has not been filed with or served upon the Developer notice of any lien, right to lien or attachment upon, or claim affecting the right to receive the payment requested herein that has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by operation of law. Copies of lien releases for all work for which payment is requested hereunder are attached hereto.

8. No event listed in subsection (a) of Section 6.02 of the Acquisition Agreement has occurred and is continuing or will occur upon the making of any payment requested hereunder.

9. The representations and warranties of the Developer set forth in Section 5.01 of the Acquisition Agreement are true and correct on and as of the date hereof with the same force and effect as if made on and as of the date hereof (except that no certification is made with respect to the representations and warranties contained in subsections (d) and (e) of said Section 5.01).

10. The Developer represents and warrants that, as of the date hereof, there is not present on, under or in any Segment described in Attachment A or the Related Property of such Segment, or any portion thereof, any Hazardous Materials, except for (i) any types or amounts that do not require remediation or mitigation under federal, state or local laws, ordinances, regulations, rules or decisions, (ii) those that have been remediated or mitigated in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions, (iii) those with respect to which ongoing remediation or mitigation is being performed in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions or (iv) any types or amounts that do not present a human health risk or hazard to the public.

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

Date:

KB HOME CAL MANAGEMENT SERVICES LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

APPROVAL BY THE CITY ENGINEER

[The City Engineer has confirmed that each Segment described in Attachment A is Complete and was constructed in accordance with the Plans therefor and the Actual Cost of each Segment described in Attachment A has been reviewed, verified and approved by the City Engineer. Payment of the full Purchase Price of each such Segment is hereby approved.]

[The City Engineer has confirmed that each Segment described in Attachment A is Substantially Complete and was constructed in accordance with the Plans therefor and the Actual Cost of each Segment described in Attachment A has been reviewed, verified and approved by the City Engineer. Payment of $_____, an amount equal to 90% of the sum of the lesser of (a) the Actual Cost, or (b) the Acquisition Cost of each such Segment is hereby approved.]

[The City Engineer previously confirmed that each Segment described in Attachment A was Substantially Complete and previously approved the payment of $_____, an amount equal to the sum of the lesser of (a) the Actual Cost, or (b) the Acquisition Cost of each Segment described in Attachment A. The City Engineer has now confirmed that each Segment described in Attachment A is Complete and was constructed in accordance with the Plans therefor and the Actual Cost of each Segment described in Attachment A has been reviewed, verified and approved by the City Engineer. Payment of $_____, an amount equal to the sum of the remainder of (a) the Purchase Price of each such Segment, less (b) the amount previously paid with respect to such Segment is hereby approved.]

Date:

CITY ENGINEER OF THE CITY OF FONTANA

By:_____

ATTACHMENT A

Segment	Acquisition Cost	Actual Cost	Purchase Price*

Total Purchase Price to be Paid:

*Lesser of Acquisition Cost or Actual Cost

LETTER OF CREDIT AGREEMENT

by and between

CITY OF FONTANA
COMMUNITY FACILITIES DISTRICT NO. 117
(SOUTHRIDGE)

and

KB HOME CAL MANAGEMENT SERVICES LLC

Dated as of April 1, 2026

City of Fontana
Community Facilities District No. 117
(Southridge)

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LETTER OF CREDIT AGREEMENT

THIS LETTER OF CREDIT AGREEMENT (this "Agreement"), dated as of April 1, 2026, is by and between CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 117 (Southridge), a community facilities district organized and existing under the laws of the State of California (the "Community Facilities District"), and KB HOME CAL MANAGEMENT SERVICES LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Developer").

W I T N E S S E T H:

WHEREAS, the Community Facilities District has been established under the provisions of the Mello-Roos Community Facilities Act of 1982;

WHEREAS, it is anticipated that, in order to finance certain public facilities, the Community Facilities District will issue bonds (the "Bonds") secured by a special tax (the "Special Tax") levied within the Community Facilities District;

WHEREAS, the Developer is the owner of the property within the Community Facilities District;

WHEREAS, the Developer proposes to construct residential units on the property within the Community Facilities District and to market and sell such residential units;

WHEREAS, it is contemplated that the property within the Community Facilities District may be substantially undeveloped at the time the Bonds are issued and that, as a result, a significant portion of the Special Tax securing the Bonds would be levied on undeveloped property; and

WHEREAS, in order to increase the credit quality of the Bond issue, the Community Facilities District may require, as a condition to the issuance of the Bonds, that the Developer provide a letter of credit securing the payment of the Special Tax levied on certain of such undeveloped property within the Community Facilities District;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. All terms defined in the Indenture shall have the same meaning in this Agreement, except as indicated. Unless the context otherwise requires, the terms defined in this Article I shall have the meanings herein specified:

"Affiliate" of another Person means (a) each Person that, directly or indirectly, owns or controls, whether beneficially or as trustee, guardian, or other fiduciary, 50% or more of any class of equity securities of such other Person, and (b) each Person that controls, is controlled by or is under common control with or by such Person or any Affiliate of such Person. For the purpose of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this Letter of Credit Agreement, dated as of April 1, 2026, by and between the Community Facilities District and the Developer, as originally executed or as the same may be amended from time to time in accordance with its terms.

"Annual Debt Service" means, for each Bond Year, the sum of (a) the interest due on the outstanding Bonds in such Bond Year, assuming that the outstanding Bonds are retired as scheduled (including by reason of mandatory sinking fund redemptions), and (b) the principal amount of the outstanding Bonds due in such Bond Year (including any mandatory sinking fund redemptions due in such Bond Year).

"Bond Year" has the meaning ascribed thereto in the Indenture.

"Bonds" means the City of Fontana Community Facilities District No. 117 (Southridge) Special Tax Bonds issued under the Indenture.

"City" means the City of Fontana, a general law city organized and existing under the laws of the State, and its successors.

"Closing Date" means the date on which the Bonds are issued and delivered to the initial purchaser thereof.

"Community Facilities District" means City of Fontana Community Facilities District No. 117 (Southridge), a community facilities district organized and existing under the laws of the State, and its successors.

"Developer" means KB HOME Cal Management Services LLC, a limited liability company organized and existing under the laws of the State of Delaware, and its successors and assigns

"Developer Letter of Credit" means an irrevocable letter of credit that (a) is issued by a financial institution authorized to do business in the State of California, the long-term unsecured obligations of which, at the time of delivery of such letter of credit, are rated not less than "Aa2"

by Moody's or not less than "A" by S&P, (b) has terms and provisions that make it suitable for the purposes of, and facilitate its use in accordance with, the provisions of the Indenture and Section 2.1 hereof, which terms and provisions are reasonably acceptable to the Community Facilities District, (c) is delivered to and accepted by the Trustee pursuant to the Indenture and Section 2.1(a) hereof, and (d) is for a term of at least one year; provided, however, that upon the acceptance by the Trustee of a Substitute Letter of Credit in substitution of the Developer Letter of Credit in accordance with the Indenture and Section 2.1(e) hereof, such term shall mean such Substitute Letter of Credit.

"Developer Secured Parcels" means, as of any date, all Remaining Parcels that are owned by any of the Developer or an Affiliate thereof, and all Transferred Parcels, excluding Secured Transferred Parcels.

"Effective Date" means April 14, 2026.

"Hazardous Material" means any hazardous or toxic substance, material or waste which is regulated by any local governmental authority, the State or the United States Government, including, without limitation, any material or substance which is (a) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.* (33 U.S.C. § 1321), (b) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* (42 U.S.C. § 6903), (c) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq.*, (d) petroleum, or (e) asbestos.

"Indenture" means the indenture, by and between the Community Facilities District and the Trustee, pursuant to which the Bonds are issued, as originally executed or as the same may from time to time be supplemented or amended by any supplemental indenture entered into pursuant to the provisions thereof or, if such Indenture has been discharged in accordance with its terms, the indenture, trust agreement, fiscal agent agreement or similar instrument, regardless of title, pursuant to which bonds, notes or other evidences of indebtedness of the Community Facilities District have been issued and are outstanding, as originally executed or as the same may from time to time be supplemented or amended pursuant to the provisions thereof.

"Letter of Credit Provider" means (a) with respect to the Developer Letter of Credit, the issuer of the Developer Letter of Credit, and its successors and assigns, or the issuer of a Substitute Letter of Credit substituted for the Developer Letter of Credit in accordance with the Indenture and Section 2.1(e) hereof, and (b) with respect to a Transferred Parcel Letter of Credit, the issuer of such Transferred Parcel Letter of Credit, and its successors and assigns, or the issuer of a Substitute Letter of Credit substituted for such Transferred Parcel Letter of Credit in accordance with the Indenture and Section 2.2(e) hereof.

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year, including the Bond Year the calculation is made.

"Person" means an individual, a corporation, a partnership, an association, a limited liability company, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

"Property" means the real property located within the Community Facilities District.

"Rate and Method" means the Rate and Method of Apportionment for City of Fontana Community Facilities District No. 117 (Southridge) approved by the qualified electors of the Community Facilities District.

"Rating Downgrade" means, with respect to the Developer Letter of Credit or a Transferred Parcel Letter of Credit, that the rating of the long-term unsecured obligations of the issuer thereof has been reduced to less than "A3" by Moody's or to less than "A-" by S&P.

"Remaining Parcels" means, as of any date, all parcels of Property, excluding any of such parcels for which final inspection approval has been given by the City or for which a certificate of occupancy has been issued by the City on or prior to such date.

"Required Letter of Credit Amount" means, with respect to any parcel or parcels within the Community Facilities District, for each Bond Year, an amount equal to 200% of the Share of MADS that would be applicable to such parcel or parcels for the Fiscal Year ending in such Bond Year; provided, however, that the initial Required Letter of Credit Amount shall be based on an estimate mutually agreeable to the Community Facilities District and the Developer.

"Secured Transferred Parcel" means a Transferred Parcel for which a Transferred Parcel Letter of Credit has been delivered to and accepted by the Trustee pursuant to the Indenture and Section 2.2(a) hereof.

"Share of MADS" means, with respect to any property within the Community Facilities District, the share of Maximum Annual Debt Service allocable to such property, which share shall be equal to Maximum Annual Debt Service multiplied by a fraction, the numerator of which is the amount of the Special Tax to be levied on such property in the then current Fiscal Year pursuant to the Rate and Method (assuming that no capitalized interest is available to pay any portion of debt service on the Bonds), and the denominator of which is the total amount of the Special Tax to be levied on all property within the Community Facilities District in the then current Fiscal Year pursuant to the Rate and Method (assuming that no capitalized interest is available to pay any portion of debt service on the Bonds); provided, however, that, for purposes of determining Share of MADS, any parcel of property that, as of the date of such determination, is Undeveloped Property (as defined in the Rate and Method) for which final inspection approval has been given by the City or for which a certificate of occupancy has been issued by the City shall be deemed to be Developed Property (as defined in the Rate and Method) for purposes of calculating the amount of the Special Tax to be levied on such property in the then current Fiscal Year pursuant to the Rate and Method.

"Special Tax" means the special tax described and defined in the Rate and Method as the "Facilities Special Tax" approved by the qualified electors of the Community Facilities District.

"State" means the State of California.

"Substitute Letter of Credit" means one or more irrevocable letters of credit, each of which (a) with respect to a Substitute Letter of Credit replacing the Developer Letter of Credit, is delivered to and accepted by the Trustee pursuant to the Indenture and Section 2.1(e) hereof, or, with respect to a Substitute Letter of Credit replacing a Transferred Parcel Letter of Credit, is delivered to and accepted by the Trustee pursuant to the Indenture and Section 2.2(e) hereof, (b) is issued by a financial institution authorized to do business in the State of California, the long-term unsecured obligations of which, at the time of delivery of such letter of credit, are rated not less than "Aa2" by Moody's and not less than "A" by S&P, (c) has the same material terms and provisions as the Developer Letter of Credit or Transferred Parcel Letter of Credit, as applicable, that it is replacing, and (d) is for a term of at least one year.

"Transferred Parcel" means, as of any date, a Remaining Parcel that is subject to the Special Tax and is owned by a Person other than any of the Developer or an Affiliate thereof.

"Transferred Parcel Letter of Credit" means an irrevocable letter of credit that (a) is issued by a financial institution authorized to do business in the State of California, the long-term unsecured obligations of which, at the time of delivery of such letter of credit, are rated not less than "Aa2" by Moody's and not less than "A" by S&P, (b) has terms and provisions that make it suitable for the purposes of, and facilitate its use in accordance with, the provisions of the Indenture and Section 2.2 hereof, which terms and provisions are reasonably acceptable to the Community Facilities District, (c) is delivered to and accepted by the Trustee pursuant to the Indenture and Section 2.2(a) hereof, and (d) is for a term of at least one year; provided, however, that upon the acceptance by the Trustee of a Substitute Letter of Credit in substitution of such Transferred Parcel Letter of Credit in accordance with the Indenture and Section 2.2(e) hereof, such term shall mean such Substitute Letter of Credit.

"Trustee" means the commercial bank or trust company initially designated as trustee under the Indenture, and any successor thereto permitted under the Indenture.

ARTICLE II

SECURITY FOR PAYMENT OF SPECIAL TAX

Section 2.1. Developer Letter of Credit. (a) *Delivery of the Developer Letter of Credit*. If, at the time of the public posting of the official statement or other offering document for the Bonds, the Share of MADS allocable to Developer Secured Parcels will equal or exceed 9% of the then estimated Maximum Annual Debt Service, the Developer shall, on or before such posting date, deliver to the Trustee a Developer Letter of Credit, accompanied by one or more opinions of counsel reasonably satisfactory to the Trustee and the Community Facilities District addressed to the Trustee and the Community Facilities District to the effect, singly or together, that the Developer Letter of Credit is a legal, valid and binding obligation of the Letter of Credit Provider with respect thereto, enforceable against such Letter of Credit Provider in accordance with its terms, except as limited by applicable reorganization, insolvency, liquidation, readjustment of debt, moratorium or other similar laws affecting the enforcement of rights of creditors generally as such laws may be applied in the event of a reorganization, insolvency, liquidation, readjustment of debt or other similar proceeding of or moratorium applicable to such Letter of Credit Provider and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). The amount available under such Developer Letter of Credit shall be at least equal to the Required Letter of Credit Amount for Developer Secured Parcels for the first full Bond Year commencing after the Closing Date.

(b) *Compliance with the Indenture*. The Community Facilities District shall comply with the provisions of the Indenture applicable to the Developer Letter of Credit and shall use its best efforts to cause the Trustee to comply with such provisions of the Indenture.

(c) *Rating Downgrade*. The Developer shall either (i) require the Letter of Credit Provider that issues the Developer Letter of Credit to covenant in a written agreement to give notice to the Developer, the Community Facilities District and the Trustee of a Rating Downgrade with respect to such Letter of Credit Provider, or (ii) provide for an alternative method of providing notice to the Developer, the Community Facilities District and the Trustee of a Rating Downgrade with respect to such Letter of Credit Provider acceptable to the Community Facilities District. The Developer shall provide notice to the Community Facilities District and the Trustee of a Rating Downgrade with respect to the Letter of Credit Provider that issued the Developer Letter of Credit immediately upon receiving notice thereof.

(d) *Recalculation of Amount of Developer Letter of Credit*. The Developer shall, no later than August 1 of each year (commencing on the August 1 immediately following the Closing Date), deliver to the Community Facilities District a written certification of the Developer as to which parcels within the Community Facilities District constitute Developer Secured Parcels as of such August 1, together with written evidence thereof, which written evidence shall be certified in writing by the Developer and shall include (i) either (A) an owner title guarantee for each such Developer Secured Parcel, or (B) such other form of written evidence demonstrating that such parcel is a Developer Secured Parcel as is reasonably satisfactory to the Community Facilities District, (ii) for each parcel of the Property that, as of such August 1, is a Transferred Parcel that is not a Secured Transferred Parcel (A) the legal description of such parcel and the date such parcel was transferred to Person other than any of the Developer or an Affiliate thereof, (B) a copy of the

grant deed pursuant to which such parcel was transferred to Person other than any of the Developer or an Affiliate thereof, or (C) such other form of written evidence demonstrating that such parcel is a Transferred Parcel that is not a Secured Transferred Parcel as is reasonably satisfactory to the Community Facilities District, and (iii) if applicable, copies or adequate descriptions of relevant final inspection approvals received or certificates of occupancy issued during the twelve months immediately preceding such August 1 for any parcels that, as of such August 1 are owned by any of the Developer or an Affiliate thereof; provided, however, that the Developer shall have no obligation to deliver such certification and such certified written evidence after the first time that such certification and certified written evidence demonstrates that the Share of MADS allocable to the Developer Secured Parcels is less than 9% of Maximum Annual Debt Service.

The Community Facilities District shall, no later than August 15 of each year, deliver to the Developer a draft Written Certificate of the Community Facilities District specifying the Required Letter of Credit Amount for Developer Secured Parcels for the Bond Year commencing on the immediately succeeding September 2; provided, however, that the Community Facilities District's obligation to deliver such Written Certificate shall be subject to the Community Facilities District's receiving from the Developer, no later than August 1 of such year, the certification and written evidence required to be provided by the Developer to the Community Facilities District pursuant to the preceding paragraph. The Required Letter of Credit Amount shall be calculated based on the parcels that constitute Developer Secured Parcels as of such August 1. Within five days of receipt of a copy of such draft Written Certificate, the Developer may provide evidence to the Community Facilities District that such calculation of the Required Letter of Credit Amount is incorrect. If, in its reasonable determination, the Community Facilities District agrees with the Developer that such calculation is incorrect, the Community Facilities District shall revise such Written Certificate of the Community Facilities District so as to correct the Required Letter of Credit Amount specified therein. No sooner than six days and no later than ten days after delivering to the Developer such draft Written Certificate of the Community Facilities District, the Community Facilities District shall deliver to the Trustee (with a copy to the Developer) the final Written Certificate of the Community Facilities District (revised, if necessary, in accordance with the preceding sentence) specifying the Required Letter of Credit Amount for Developer Secured Parcels for the Bond Year commencing on the immediately succeeding September 2. If the amount available under the Developer Letter of Credit is greater than the Required Letter of Credit Amount as specified in such Written Certificate, the Community Facilities District shall direct the Trustee to, in accordance with the terms of the Indenture and the Developer Letter of Credit, cause the available amount under the Developer Letter of Credit to be reduced, on or after September 2 of the following Bond Year, to an amount equal to the Required Letter of Credit Amount as specified in such Written Certificate. If the Required Letter of Credit Amount as specified in such Written Certificate is less than 9% of Maximum Annual Debt Service, the Community Facilities District shall direct the Trustee to, in accordance with the terms of the Indenture and the Developer Letter of Credit, surrender the Developer Letter of Credit to the Letter of Credit Provider with respect thereto.

(e) *Substitute Letter of Credit.* If at any time (i) the Developer has provided a Substitute Letter of Credit which satisfies the requirements specified in the definition thereof, (ii) the amount available to be drawn under such Substitute Letter of Credit is at least equal to the Required Letter of Credit Amount for Developer Secured Parcels for the Bond Year in which such Substitute Letter of Credit is delivered, and (iii) such Substitute Letter of Credit is accompanied by one or more

opinions of counsel reasonably satisfactory to the Trustee and the Community Facilities District addressed to the Trustee and the Community Facilities District to the effect, singly or together, that the Substitute Letter of Credit is a legal, valid and binding obligation of the provider thereof, enforceable against the provider thereof in accordance with its terms, except as limited by applicable reorganization, insolvency, liquidation, readjustment of debt, moratorium or other similar laws affecting the enforcement of rights of creditors generally as such laws may be applied in the event of a reorganization, insolvency, liquidation, readjustment of debt or other similar proceeding of or moratorium applicable to the provider thereof and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), the Community Facilities District shall deliver to the Trustee (with a copy to the Developer) a Written Request of the Community Facilities District directing the Trustee to, upon receipt of such Substitute Letter of Credit, accept such Substitute Letter of Credit in substitution of the Developer Letter of Credit then held by the Trustee and surrender the Developer Letter of Credit being replaced to the Letter of Credit Provider that issued such Developer Letter of Credit.

(f) *No Reduction, Credit or Cure*. The Developer hereby acknowledges and agrees that the amount received pursuant to any draw on the Developer Letter of Credit shall in no way reduce, constitute a credit, or cure any delinquency, in respect of the amount of any Special Tax levied on any Developer Secured Parcel or on any other parcel in the Community Facilities District.

Section 2.2. Transferred Parcel Letter of Credit. (a) *Delivery of a Transferred Parcel Letter of Credit*. If at any time (i) the owner of a Transferred Parcel makes available a Transferred Parcel Letter of Credit which satisfies the requirements specified in the definition thereof, (ii) the amount available to be drawn under such Transferred Parcel Letter of Credit is at least equal to the Required Letter of Credit Amount for such Transferred Parcel for the Bond Year in which such Transferred Parcel Letter of Credit is delivered, (iii) such Transferred Parcel Letter of Credit is accompanied by one or more opinions of counsel reasonably satisfactory to the Trustee and the Community Facilities District addressed to the Trustee and the Community Facilities District to the effect, singly or together, that the Transferred Parcel Letter of Credit is a legal, valid and binding obligation of the Letter of Credit Provider with respect thereto, enforceable against such Letter of Credit Provider in accordance with its terms, except as limited by applicable reorganization, insolvency, liquidation, readjustment of debt, moratorium or other similar laws affecting the enforcement of rights of creditors generally as such laws may be applied in the event of a reorganization, insolvency, liquidation, readjustment of debt or other similar proceeding of or moratorium applicable to such Letter of Credit Provider and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and (iv) the owner of such Transferred Parcel requests that the Community Facilities District deliver to the Trustee such Transferred Parcel Letter of Credit and such opinion, the Community Facilities District shall promptly deliver to the Trustee (A) such Transferred Parcel Letter of Credit, (B) such opinion, (C) a Written Request of the Community Facilities District (with a copy to the Developer and such owner) directing the Trustee to accept such Transferred Parcel Letter of Credit, identifying the Transferred Parcel to which such Transferred Parcel Letter of Credit is to apply and specifying the Required Letter of Credit Amount for such Transferred Parcel, and (D) a Written Certificate of the Community Facilities District (with a copy to the Developer) specifying the revised Required Letter of Credit Amount for Developer Secured Parcels for the Bond Year in which such Transferred Parcel Letter of Credit is delivered.

(b) *Compliance with the Indenture*. The Community Facilities District shall comply with the provisions of the Indenture applicable to Transferred Parcel Letters of Credit and shall use its best efforts to cause the Trustee to comply with such provisions of the Indenture.

(c) *Rating Downgrade*. The Developer shall, or shall cause the owner of each Secured Transferred Parcel to, require the Letter of Credit Provider that issued the Transferred Parcel Letter of Credit for such Secured Transferred Parcel to covenant in a written agreement to give notice to the Developer, the owner of such Secured Transferred Parcel, the Community Facilities District and the Trustee of a Rating Downgrade with respect to such Letter of Credit Provider. The Developer shall provide notice to the Community Facilities District and the Trustee of a Rating Downgrade with respect to each Letter of Credit Provider that issued a Transferred Parcel Letter of Credit immediately upon receiving notice thereof.

(d) *Recalculation of Amount of a Transferred Parcel Letter of Credit*. The Developer shall cause each owner of a Secured Transferred Parcel to deliver to the Community Facilities District, no later than August 1 of each year (commencing with the August 1 immediately following the delivery of the Transferred Parcel Letter of Credit for such Secured Transferred Parcel), a written certification of such owner as to which parcels within the Community Facilities District constitute Secured Transferred Parcels owned by such owner or Affiliates of such owner as of such August 1, together with written evidence thereof, which written evidence shall be certified in writing by such owner and shall include (i) either (A) an owner title guarantee for each such Secured Transferred Parcel owned by such owner or an Affiliate of such owner, or (B) such other form of written evidence demonstrating that such parcel is a Secured Transferred Parcel owned by such owner or an Affiliate of such owner as is reasonably satisfactory to the Community Facilities District, and (ii) if applicable, copies or adequate descriptions of relevant final inspection approvals received or certificates of occupancy issued during the twelve months immediately preceding such August 1 for any parcels that, as of such August 1 are owned by such owner or an Affiliate thereof.

The Community Facilities District shall, no later than August 15 of each year, deliver to each owner of a Secured Transferred Parcel a draft Written Certificate of the Community Facilities District specifying the Required Letter of Credit Amount for such Secured Transferred Parcel for the Bond Year commencing on the immediately succeeding September 2; provided, however, that the Community Facilities District's obligation to deliver such Written Certificate shall be subject to the Community Facilities District's receiving, no later than August 1 of such year, the certification and written evidence with respect to such Secured Transferred Parcel required to be provided pursuant to the preceding paragraph. The Required Letter of Credit Amount shall be calculated based on the parcels that constitute Secured Transferred Parcels owned by such owner or Affiliates of such owner as of such August 1. Within five days of receipt of such draft Written Certificate, the owner of such Secured Transferred Parcel may provide evidence to the Community Facilities District that the calculation of the Required Letter of Credit Amount for Secured Transferred Parcels owned by such owner or Affiliates of such owner is incorrect. If, in its reasonable determination, the Community Facilities District agrees with such owner or the Developer that such calculation is incorrect, the Community Facilities District shall revise such Written Certificate of the Community Facilities District so as to correct the Required Letter of Credit Amount specified therein. No sooner than six days and no later than ten days after delivering to such owner such draft Written Certificate of the Community Facilities District, the Community

Facilities District shall deliver to the Trustee (with a copy to such owner) the final Written Certificate of the Community Facilities District (revised, if necessary, in accordance with the preceding sentence) specifying the Required Letter of Credit Amount for such Secured Transferred Parcels for the Bond Year commencing on the immediately succeeding September 2. If the amount available under the Transferred Parcel Letter of Credit for such Secured Transferred Parcels is greater than the Required Letter of Credit Amount as specified in such Written Certificate, the Community Facilities District shall direct the Trustee to, in accordance with the terms of the Indenture and such Transferred Parcel Letter of Credit, cause the available amount under such Transferred Parcel Letter of Credit to be reduced, on or after September 2 of the following Bond Year, to an amount equal to the Required Letter of Credit Amount for such Secured Transferred Parcels as specified in such Written Certificate. If the Required Letter of Credit Amount as specified in such Written Certificate is less than 9% of Maximum Annual Debt Service, the Community Facilities District shall direct the Trustee to, in accordance with the terms of the Indenture and such Transferred Parcel Letter of Credit, surrender such Transferred Parcel Letter of Credit to the Letter of Credit Provider with respect thereto.

(e) *Substitute Letter of Credit.* If at any time (i) the owner of a Secured Transferred Parcel has provided a Substitute Letter of Credit which satisfies the requirements specified in the definition thereof in the Indenture, (ii) the amount available to be drawn under such Substitute Letter of Credit is at least equal to the Required Letter of Credit Amount for the Secured Transferred Parcels secured thereby for the Bond Year in which such Substitute Letter of Credit is delivered, and (iii) such Substitute Letter of Credit is accompanied by one or more opinions of counsel reasonably satisfactory to the Trustee and the Community Facilities District addressed to the Trustee and the Community Facilities District to the effect, singly or together, that the Substitute Letter of Credit is a legal, valid and binding obligation of the provider thereof, enforceable against the provider thereof in accordance with its terms, except as limited by applicable reorganization, insolvency, liquidation, readjustment of debt, moratorium or other similar laws affecting the enforcement of rights of creditors generally as such laws may be applied in the event of a reorganization, insolvency, liquidation, readjustment of debt or other similar proceeding of or moratorium applicable to the provider thereof and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), the Community Facilities District shall deliver to the Trustee (with a copy to such owner) a Written Request of the Community Facilities District directing the Trustee to, upon receipt of such Substitute Letter of Credit, accept such Substitute Letter of Credit in substitution of the Transferred Parcel Letter of Credit then held by the Trustee securing the Secured Transferred Parcels owned by such owner and Affiliates of such owner and surrender such Transferred Parcel Letter of Credit being replaced to the Letter of Credit Provider that issued such Transferred Parcel Letter of Credit.

(f) *No Reduction, Credit or Cure*. The Developer hereby acknowledges and agrees that the amount received pursuant to any draw on a Transferred Parcel Letter of Credit shall in no way reduce, constitute a credit, or cure any delinquency, in respect of the amount of any Special Tax levied on the Secured Transferred Parcel secured thereby or on any other parcel in the Community Facilities District.

(g) *Third Party Beneficiaries.* The owners of the Secured Transferred Parcels are third party beneficiaries of this Section.

Section 2.3. No Contest to Foreclosure. The Developer, on behalf of itself and its successors and assigns to any portion of the Property while the same remains categorized as Developer Secured Parcels, agrees and covenants that it will not in any action or proceeding challenge the validity, enforceability or constitutionality of the proceedings by which the Community Facilities District was formed and the Special Tax levied, the lien securing repayment of the Special Tax or the applicability thereof to such Developer Secured Parcels, provided that such Special Tax is levied in accordance with the Rate and Method.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.1. Representations and Warranties of the Developer. The Developer makes the following representations and warranties for the benefit of the Community Facilities District:

(a) *Organization.* The Developer represents and warrants that the Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Delaware, is authorized to conduct business and is in good standing under the laws of the State, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) *Authority*. The Developer represents and warrants that the Developer has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Developer.

(c) *Binding Obligation*. The Developer represents and warrants that this Agreement is a valid and binding obligation of the Developer and is enforceable against the Developer in accordance with its terms, except as limited by applicable reorganization, insolvency, liquidation, readjustment of debt, moratorium or other similar laws affecting the enforcement of rights of creditors generally as such laws may be applied in the event of a reorganization, insolvency, liquidation, readjustment of debt or other similar proceeding of or moratorium applicable to the provider thereof and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(d) *Environmental Matters Relating to Property*. The Developer represents and warrants that neither the Developer, nor any subcontractor, agent or employee thereof, has used, generated, manufactured, procured, stored, released, discharged or disposed of (whether accidentally or intentionally) at any time on or prior to the date hereof any Hazardous Material on, under or in the Property, or any structure, fixtures, equipment, or other objects thereon, or transported (whether accidentally or intentionally) any Hazardous Material to or from the Property, or any structure, fixtures, equipment, or other objects thereon, in violation of any federal, state or local law, ordinance, regulation, rule or decision regulating Hazardous Material.

The Developer represents and warrants that there is not present on, under or in the Property or any structure, fixtures, equipment, or other objects thereon, or any portion thereof, any Hazardous Materials, except for (i) any types or amounts that do not require remediation or mitigation under federal, state or local laws, ordinances, regulations, rules or decisions, (ii) those that have been remediated or mitigated in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions, and (iii) those with respect to which ongoing remediation or mitigation is being performed in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions.

The Developer represents and warrants that the Developer has not received notice of, and, to the best of the Developer's knowledge, there is not, any proceeding or formal inquiry by any governmental authority, body or agency with respect to the presence of Hazardous Materials on, under or in the Property, or any structure, fixtures, equipment, or other objects thereon, or the migration thereof from or to other property.

(e) *Certifications*. The Developer represents and warrants that each certification delivered by the Developer pursuant to Section 2.1(d) hereof will be true, accurate and complete in all material respects.

The Community Facilities District shall not be required to issue Bonds on any Closing Date unless the Developer makes, on and as of such Closing Date, representations and warranties similar in all material respects to those set forth above.

Section 3.2. Representations and Warranties of the Community Facilities District. The Community Facilities District makes the following representations and warranties for the benefit of the Developer:

(a) *Authority*. The Community Facilities District represents and warrants that the Community Facilities District has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Community Facilities District.

(b) *Binding Obligation*. The Community Facilities District represents and warrants that this Agreement is a valid and binding obligation of the Community Facilities District and is enforceable against the Community Facilities District in accordance with its terms.

ARTICLE IV

MISCELLANEOUS

Section 4.1. Binding on Successors and Assigns. Neither this Agreement nor the duties and obligations of the Developer hereunder may be assigned to any Person without the written consent of the Community Facilities District, which consent shall not be unreasonably withheld or delayed. Neither this Agreement nor the duties and obligations of the Community Facilities District hereunder may be assigned to any Person, without the written consent of the Developer, which consent shall not be unreasonably withheld or delayed. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted assigns, and successors-in-interest of the parties hereto.

Section 4.2. Amendments. This Agreement may be amended by an instrument in writing executed and delivered by the Community Facilities District and the Developer.

Section 4.3. Waivers. No waiver of, or consent with respect to, any provision of this Agreement by a party hereto shall in any event be effective unless the same shall be in writing and signed by such party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

Section 4.4. Third Party Beneficiaries. The Trustee and the Owners of the Bonds are third party beneficiaries of this Agreement. As provided in Section 2.2(g) hereof, the owners of the Secured Transferred Parcels are third party beneficiaries of Section 2.2 hereof. No other person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement, either express or implied, is intended to confer upon any person or entity, other than the Community Facilities District, the Developer, the Trustee, the Owners of the Bonds and the owners of the Secured Transferred Parcels, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 4.5. Notices. Any written notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

Community Facilities District:	City of Fontana Community Facilities District No. 117 (Southridge) c/o City of Fontana 16860 Valencia Avenue Fontana, California 92335 Attention: Chief Financial Officer, Finance Department
Developer:	KB HOME Cal Management Services LLC 36310 Inland Valley Drive, Suite 300 Wildomar, California 92595 Attention: Scott Hansen, Vice President, Forward Planning

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if given by courier or delivery service or if personally served or delivered, upon delivery, (b) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (c) if given by electronic mail, on the date sent, but only if confirmation of the receipt of such electronic mail is received or if notice is concurrently sent by another means specified herein, and (d) if given by any other means, upon delivery at the address specified in this Section.

Section 4.6. Attorneys' Fees. If any action is instituted to interpret or enforce any of the provisions of this Agreement, the party prevailing in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and postjudgment fees and costs) as determined by the court as part of the judgment.

Section 4.7. Jurisdiction and Venue. Each of the Community Facilities District and the Developer (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought in a state or local court in the County of San Bernardino or in the Courts of the United States of America in the district in which said county is located, (b) consents to the jurisdiction of each such court in any such suit, action or proceeding, and (c) waives any objection that it may have to the laying of venue of any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the Community Facilities District and the Developer agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 4.8. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State.

Section 4.9. Electronic Signature. Each of the parties hereto agrees that the transaction consisting of this Agreement may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Agreement using an electronic signature, it is signing, adopting and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Agreement in a usable format.

Section 4.10. Usage of Words. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 4.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 4.12. Effective Date. This Agreement has been dated for convenience purposes only. Notwithstanding the stated date of this Agreement, this Agreement shall be effective on the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 117 (SOUTHRIDGE)

By: _____
Jessica Brown,
Chief Financial Officer, Finance
Department of the City of Fontana

KB HOME CAL MANAGEMENT SERVICES LLC,
a Delaware limited liability company

By: _____
Scott Hansen
Vice President, Forward Planning

File #: 26-0911
Agenda #: A.

Agenda Date: 4/14/2026
Category: New Business

FROM:
Administrative Services

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

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

COUNCIL GOALS:

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

DISCUSSION:
Historically, community members have expressed significant concerns about the dangers and disturbances caused by illegal fireworks within Fontana neighborhoods. In response to these concerns, staff was directed to return with an ordinance for City Council consideration. This Ordinance (Attachment 1) would add a new Section 15-624 to the Fontana Municipal Code to regulate Social Hosts and Spectators. The Ordinance would adopt a new regulation regarding social hosts who allow illegal fireworks to be used on or near their property.

As outlined in the Ordinance, “social hosts” are defined as: (a) any owner of private property as listed on the most recent assessment roll; and/or (b) any person who has the right to use, possess, or occupy public or private property under a lease, permit, license, rental agreement, or contract; and/or (c) any person who hosts, organizes, supervises, officiates, conducts, sponsors, or accepts responsibility for a gathering on public or private property.

The Ordinance holds social hosts strictly liable for illegal fireworks discharged on property they are in control of, or on a public sidewalk or street adjacent to the property within their control. Observed violations of this Ordinance could result in a $1,000 fine for each violation. Violations would be considered misdemeanors and could be prosecuted criminally in addition to, or in lieu of, administrative enforcement. Every unpermitted firework discharged would constitute a new violation of the Ordinance, to a maximum of $10,000 per calendar day. Staff would note that the policy intent of the Ordinance is to hold the hosts responsible who are in control of the property at the time of any observed violation of the ordinance, whether they are the property owner or renter/lessee as defined in the ordinance. The Ordinance also incorporates provisions to acknowledge good faith efforts

made by property owners, such as notifying tenants and contacting the Fontana Police Department and/or the Fontana Fire and Emergency Services as part of addressing this issue both proactively and after a reported occurrence.

This Ordinance has been prepared to assist in reducing illegal firework activity within Fontana and is not intended to be an additional revenue source. Any revenue generated from violations of the Ordinance, after the required distribution to the Controller of the State of California for deposit in the State Fire Marshal Fireworks Enforcement and Disposal Fund pursuant to Health and Safety Code section 12726, would be used to cover the costs of administrative and enforcement activities (staff time & equipment) related to illegal fireworks.

The Ordinance also authorizes recovery of “response costs” from responsible parties. These costs include salaries and benefits of responding personnel, equipment usage or damage, medical treatment for injured responders, and disposal of seized fireworks. The inclusion of this cost recovery mechanism ensures that extraordinary expenses resulting from illegal fireworks, such as those experienced by neighboring jurisdictions following fireworks-related fires, can be recouped, rather than borne by the City’s general fund or taxpayers.

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

MOTION:
Approve staff recommendation

ORDINANCE NO. 1987

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Social Host means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED this 28th day of April 2026.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk