City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Regular Agenda

Ord. No.1973 Reso. No. 2025-088

Tuesday, September 9, 2025

2:00 PM

Grover W. Taylor Council Chambers

City Council Meeting

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

Welcome to a meeting of the Fontana City Council.

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

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

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

PUBLIC COMMUNICATION - CLOSED SESSION:

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

A. Public Communications - Closed Session

CLOSED SESSION:

A. 12:30 P.M. CLOSED SESSION

A. 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (a) 25-0473
Case: Preferred General Services, Inc. v. City of Fontana

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

Fontana

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

4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Gov. Code section 54956.8)
Property: 16390 Foothill Blvd.
City Negotiator: Phillip Burum, Deputy City Manager
Negotiating Party: Dr. Reekesh Patel
Under Negotiation: Price and Terms of payment

5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Gov. Code section 54956.8)
Property: 16565 Orange Way, Fontana CA
City Negotiator: Matt Ballantyne, City Manager
Negotiating Party: Kyle Vizzo
Under Negotiation: Price and Terms of payment

6. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Gov. Code section 54956.8)
Property: 11196 Sierra Avenue
City Negotiator: Matt Ballantyne, City Manager
Negotiating Party: Josh Le Barge
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:

PROCLAMATION:

A. Proclamation

A. 1. Mayor Warren and City Council to proclaim September 1-5, 2025, as National Payroll Week (Chief Financial Officer, Jessica Brown to accept). **25-0474**

2. Mayor Warren and City Council to proclaim September, as Emergency Preparedness Month (Emergency Services Coordinator, Eva Terekhova to accept).

SPECIAL PRESENTATIONS:

A. Special Presentations

A. 1. Mayor Warren and City Council to recognize Finance Department Employee of the Year (Chief Financial Officer, Jessica Brown to present). **25-0475**

2. Mayor Warren and City Council to recognize Innovation & Technology Department Employee of the Year (Innovation & Technology Director, Jennifer Barcenas to present).

PUBLIC COMMUNICATIONS:

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

A. Public Communications

CONSENT CALENDAR:

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

Approve Consent Calendar Items as recommended by staff.

A. Approval of Minutes **25-0470**

Approve the minutes of the July 22, 2025, Regular City Council Meeting.

Attachments: Attachment No. 1 - City Council Meeting Minutes 07-22-2025.pdf

B. Adoption of Ordinance No. 1974 (Second Reading), approving Master Case No. 25-0019 and Municipal Code Amendment No. 25-0007 to modify the sign code section to encourage attractive signage in the Downtown Core by allowing flexibility in design requirements and streamlining the approval process for creative signs, sign programs, wall signs, directional signage, awning signs, canopy signs, inlay signs, graphic projecting signs, projecting **25-0469**

signs, holiday window signs and roof signage, and prohibiting feather and yard signs

Conduct a second reading by title only and adopt **Ordinance No. 1974**, approving Master Case No. 25-0019 and Municipal Code Amendment No. 25-0007 to modify the sign code section to encourage attractive signage in the Downtown Core by allowing flexibility in design requirements and streamlining the approval process for creative signs, sign programs, wall signs, directional signage, awning signs, canopy signs, inlay signs, graphic projecting signs, projecting signs, holiday window signs and roof signage, and prohibiting feather and yard signs

Attachments: Attachment No. 1- Ord 1974.docx
Attachment No. 2- Exhibit A.docx

C. Approve the Single Source Purchase of Traffic Signal Video Detection Equipment **25-0325**

Authorize procurement of traffic signal video detection equipment from Iteris utilizing Purchasing Policy and Procedure Manual 3.1.5 Non-Competitive Proposal - Single Source/Sole Source.

Approve the purchase in the amount not to exceed $685,000 annually for three years (FY 2025/26 - 2027/28).

Attachments: Attachment No. 1- Iteris Rodefx Exclusive Letter.pdf
Attachment No. 2- Iteris - 25-0325.pdf

D. Approve an Increase to the Contract Not-To-Exceed Amount for Traffic Signal Maintenance and Repair Services (DE-24-211-SP) **25-0326**

Approve and authorize the City Manager to increase the annual amount of not-to-exceed of $350,000 annually for both Bear Electrical Solutions, Inc. and Yunex Traffic to provide as-needed traffic signal maintenance and repair services.

Authorize the City Manager to execute any future amendments to the Maintenance Services Agreements not to exceed $35,000.

Attachments: Attachment No. 1- Bear_Maintenance Services Agreement
Attachment No. 2- Yunex_Maintenance Services Agreement

E. Approve Amendment No. 1 to Task Order for Truck Route and General Plan Update Consultant Services to Comply with AB 98 by January 1, 2026 **25-0327**

Approve and authorize the City Manager to execute Amendment No. 1 to Task Order No. 2 (DE-24-195-SQ) with Kittelson and Associates in the

amount of $56,000 to complete the environmental analysis and documentation to accompany the City's Truck Routes and General Plan update to be in compliance with AB 98 requirements by January 1, 2026.

Approve and authorize the City Manager to execute any future amendments to Task Order No. 2 in the amount not to exceed $30,000.

Attachments: Attachment No. 1- Kittelson Proposal for AB 98 Update.pdf
Attachment No. 2- Task Order No. 2 Kittleson.pdf

F. Final Acceptance for the Demolition of 16726 Spring Street Project (PW-25-80-SB) 25-0362

Accept as complete the work performed by AMPCO Contracting Inc. for the Demolition Project (PW-25-80-SB) of 16726 Spring Street and approve the final amount of $102,790.00.

G. Final Acceptance for the Demolition of 16803 Spring Street Project (PW-25-84-SB). 25-0363

Accept as complete the work performed by AMPCO Contracting Inc. for the Demolition Project (PW-25-84-SB) of 16803 Spring Street and approve the final amount of $147,135.00.

H. Final Acceptance for the Demolition of 16815 Spring Street Project (PW-25-83-SB). 25-0364

Accept as complete the work performed by AMPCO Contracting Inc. for the Demolition Project (PW-25-83-SB) of 16815 Spring Street and approve the final amount of $130,050.00.

I. Approve Extra Work to the Tree Maintenance Services Contract (PW-24-191-SP) for Necessary Tree and Stump Removals on the Citywide Sidewalk Reconstruction Project #3 25-0433

Approve and authorize the extra work to Tree Maintenance Service Contract with West Coast Arborists Inc. (PW-24-191-SP) in the amount of $89,700.00 for tree removal services.

Approve and authorize the purchase order to West Coast Arborists Inc. and any future purchase order change orders necessary to complete the project.

Attachments: Attachment No. 1- Sidewalk Replacement #3 Construction Impact Report 50825.pdf
Attachment No. 2- Citywide Sidewalk Reconstruction Project #3 .pdf
Attachment No. 3- WCA Proforma 97653.pdf

J. Approve Extra Work to the Tree Maintenance Services Contract (PW-24-191-SP) for Necessary Tree and Stump 25-0434

Removals and Tree Replacements on both East Liberty Parkway and West Liberty Parkway in the Village of Heritage, for an Upcoming Pavement Repair Project

Approve and authorize the Extra Work to Tree Maintenance Service Contract (PW-24-191-SP) with West Coast Arborists Inc. in the not-to-exceed amount of $221,021.00 for Tree Removal Services.

Approve and authorize the Extra Work to Tree Maintenance Service Contract (PW-24-191-SP) with West Coast Arborists Inc. in the not-to-exceed amount of $30,020.00 for Tree Planting Services.

Approve and authorize the purchase order to West Coast Arborists Inc. and any future purchase order change orders necessary to complete the project.

Attachments: Attachment No. 1- East Liberty Parkway Map.pdf
Attachment No. 2- West Liberty Parkway Map.pdf
Attachment No. 3- WCA Proforma 97340.pdf
Attachment No. 4- WCA Proforma 97762.pdf

K. Master Case (MCN) No. 25-0060 & Miscellaneous (MIS) No. 25-0010; A Resolution Revising Cannabis Hours of Operation **25-0442**

Adopt **Resolution No. 2025-088,** Establishing Cannabis Hours of Operation; and,
Determine that these actions are not a project subject to the California Environmental Quality Act (CEQA)

Attachments: Attachment No. 1- Cannabis Hours Resolution

L. Award a Professional Services Agreement for Design Services with Steiner Studio for the 8470 Nuevo Avenue Renovation Project (DE-25-179-SP) **25-0443**

Award and authorize the City Manager to execute a Professional Services Agreement with Steiner Studio for Design Services for the 8470 Nuevo Avenue Renovation Project in the amount of $218,300.00 (Request for Proposals DE-25-179-SP).

Approve and authorize the City Manager to execute future individual Professional Services Agreement Amendments with Steiner Studio, not exceeding $20,000 for the 8470 Nuevo Avenue Renovation Project (DE-25-179-SP).

Authorize the City Manager to execute any and all utility agreements for the 8470 Nuevo Avenue Renovation Project

Attachments: Attachment No. 1- Vicinity Map.pdf
Attachment No. 2- Proposal Ranking.pdf
Attachment No. 3- DRAFT- Agreement DE-25-179-SP.pdf

M. Final Acceptance of the Arrow Boulevard at Tokay Avenue Traffic Signal Project (Bid No. SB-113-DE-23) **25-0445**

Accept as complete the work performed by Baker Electric, Inc. for the Arrow Boulevard at Tokay Avenue Traffic Signal Project (#37603354).

Attachments: Attachment No. 1- Vicinity Map

N. Police Department Monthly Information Update **25-0447**

Accept the Police Department monthly information update for June 2025.

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

O. Approve Debris Basins Maintenance Agreement with I-15 Logistics, LLC, for Maintaining Two Debris Basins as Part of their Development along Coyote Canyon Road, west of Sierra Avenue **25-0449**

Approve and authorize the City Manager to execute the Debris Basins Maintenance Agreement with I-15 Logistics, LLC.

Attachments: Attachment No. 1- Debris Basin Maintenance Agreement I-15 Logistics - FINAL.pdf
Attachment No. 2- Vicinity Map.pdf

P. Approve a Quitclaim Deed for Portion of Lot 2 of Tract No. 20362 to TPG AG EHC III (NWHM) CA 2, L.P., Portions of Lots 3 and 4 of Tract No. 20362 to Richmond American Homes of Maryland, Inc., Portions of Lots 5 and 6 of Tract No. 20362 to AG EHC II (LEN) CA 2, L.P., and Portions of Lots A, D, G, and J of Tract No. 20363, and Lots A, D, E, and F of Tract No. 20364 to Lennar Homes of California, LLC, within the Gardens Village of the Arboretum Specific Plan, Located North of Casa Grande Avenue, West of Sierra Avenue, South of Duncan Canyon Road, and East of Cypress Avenue **25-0451**

Approve and authorize the City Manager to execute a Quitclaim Deed for the release of public use easements for landscape and sidewalk purposes over portions of Lots 2 through 6 of Tract No. 20362, over portions of Lots A, D, G, and J of Tract No. 20363, and over portions of Lots A, D, E, and F of Tract No. 20364.

Attachments: Attachment No. 1- Quitclaim Deed (Tract No. 20362, Lot 2).pdf
Attachment No. 2- Quitclaim Deed (Tract No. 20362, Lots 3 and 4).pdf
Attachment No. 3- Quitclaim Deed (Tract No. 20362, Lots 5 and 6).pdf
Attachment No. 4- Quitclaim Deed (Tract No. 20363, Lots A, D, G, and J).pdf
Attachment No. 5- Quitclaim Deed (Tract No. 20364, Lots A, D, E, and F).pdf
Attachment No. 6- Tract No. 20362 (Recorded Map).pdf
Attachment No. 7- Tract No. 20363 (Recorded Map).pdf
Attachment No. 8- Tract No. 20364 (Recorded Map).pdf

Q. Approve and Authorize the City Manager to Execute Landscape Maintenance Easement Deeds for CFD 115M **25-0453**

Approve and authorize the City Manager to enter into Landscape Maintenance Easement Deeds with two property owners as part of CFD 115M for the West Valley Logistic Center Project.

Attachments: Attachment No. 1- Hawke - Landscape Maintenance Easement Deed - CFD 115M.pdf
Attachment No. 2- Sanchez & Diaz - Landscape Maintenance Easement Deed - CFD 115M.pdf
Attachment No. 3- CFD 115M - LANDSCAPE ESMT EXHIBIT.pdf

R. Final Acceptance for the Demolition of 16779 Spring Street Project (PW-25-82-SB). **25-0455**

Accept as complete the work performed by AD Improvements Inc. for the Demolition Project (PW-25-82-SB) of 16779 Spring Street and approve the final amount of $137,500.00.

S. Final Acceptance of the County ARPA - Fiber to City Parks Project (Bid No. DE-24-180-SB) **25-0457**

Accept as complete the work performed by On Demand Contractors, Inc. for the ARPA -Fiber to City Parks Project (#37200006 and #37200007).

Attachments: Attachment No. 1- Vicinity Map

T. Acceptance of 2026 ABC Grant **25-0465**

Approve an ABC Grant in the amount of $27,080.00 to increase the department's proactive efforts of ABC education and enforcement. The funding will be used for the current employee's salary and operation.

Authorize the Chief of Police to sign the agreement between the Department of Alcoholic Beverage Control and the Fontana Police Department for the total amount of $27,080.00.

Approve the expenditure plan for the use of the funds to help offset the cost of personnel within the Police Department.

Attachments: Attachment No. 1- 25-APP14 Exhibits.pdf

U. Approve Amendment No. 9 to Professional Services Agreement with David Evans and Associates, Inc. for the San Sevaine Trail Phase 1, Segment 2 Project **25-0466**

Approve and authorize the City Manager to execute Amendment No. 9 to a Professional Services Agreement with David Evans and Associates, Inc. for Engineering Services for the San Sevaine Trail Phase 1, Segment 2 Project (SQ-12-DE-17) in the amount of $379,336.38, for a total contract amount of $1,971,277.70.

Attachments: Attachment No. 1- Vicinity Map
Attachment No. 2- PSA Amendment No. 9
Attachment No. 3- DEA Amendment Request

V. Approve Measure I Five-Year Capital Project Needs Analysis for Fiscal Years 2026/2027 - 2030/2031 **25-0467**

Adopt **Resolution No. 2025-089**, adopting the Fiscal Years 2026/2027 - 2030/2031 Measure I Five-Year Capital Project Needs Analysis (CPNA).

Attachments: Attachment No. 1- CPNA Resolution No. 2025-089.doc
Attachment No. 2- 2027-2031 CPNA Submittal.pdf

W. Approve Contract Change Order #2 for the Demolition of Existing Concrete Pad, Installation of New Concrete Pad and Walkway at North Tamarind Park Project (SB-116-PW-23). **25-0472**

Authorize the City Manager to approve Change Order #2 with Western State Builders, Inc. in the amount of $147,153.37 for the Demolition of Existing Concrete Pad, Installation of New Concrete Pad and Walkway at North Tamarind Park Project (SB-116-PW-23).

Attachments: Attachment No. 1- North Tamarind Park COR002R1 7-24-2025.pdf

X. Final Acceptance of the Downtown Parking Structure Project (SQ-24-DE-23-01) **25-0476**

Accept as complete the work performed by Bomel Construction Company, Inc. for the construction of the Downtown Parking Structure Project

(SQ-24-DE-23-01).

Attachments: Attachment No. 1- Vicinity Map.pdf

Y. Final Acceptance of the City Hall Renovation Project - Phase I (Fire Annex; SQ-25-DE-23-01) **25-0477**

Accept as complete the work performed by PENTA Building Group, LLC for the construction of the City Hall Renovation Project - Phase I (Fire Annex; SQ-25-DE-23-01).

Attachments: Attachment No. 1- Vicinity Map.pdf

Z. Approve the Single/Sole Source equipment and installation of replacement engine for the Fontana Police Department Airship AS350B2 (N641EG) **25-0478**

Approve and authorize the City Manager or his assigned designee to approve the purchase and installation of a replacement engine for the City's police helicopter utilizing Purchasing Policy and Procedure Manual 3.1.5 Non-Competitive Proposal - Single/Sole Source.

Approve purchase in the amount of $872,827.50 from Federal Asset Seizure (Fund 223).

Attachments: Attachment No. 1- Airbus workorder form.pdf
Attachment No. 2- Helisafe - 250478.pdf

AA. Award bids for the Fontana Experience Network (FXN Studio) for Design, Build and Installation. **25-0480**

Award bid and authorize City Manager to execute an agreement with Devlin Design Group for Stage Studio Design and Installation in the amount of $399,903.84 and authorize a 10% contingency in the amount of $39,990.38 (Bid No. CM-25-168-SP).

Award and authorize City Manager to execute agreement with TV Pro Gear for Systems Design, Integration, and Installation in the amount of $468,860.00 and authorize a 10% contingency in the amount of $46,886 (Bid No. CM-25-168-SP).

Attachments: Attachment No. 1- Scoring Matrix.pdf
Attachment No. 1- Design.pdf

AB. Award the Purchase of GARMOR X5 APC UMG Armored Vehicle **25-0482**

1. Award bid to GArmor Hmmwv Land, Air & Sea of Las Vegas, NV for the purchase of a new X5 armored vehicle in the amount of $516,561.41 and registration and license fees.

2. Approve an appropriation in the amount of $516,562 from Federal Asset Seizure (Fund 223).

Attachments: Attachment No. 1- X5 Invoice.pdf
Attachment No. 2- Core_Pro MP - 02.18.25.xlsx
Attachment No. 3- MPV Quote O1165A

AC. Final Acceptance for the Demolition of 8443 Nuevo Avenue Project (PW-25-64-CC). **25-0485**

Accept as complete the work performed by Resource Environmental Inc. for the Demolition Project (PW-25-64-CC) of 8443 Nuevo Avenue and approve the final amount of $118,432.34.

AD. Purchase and Sale Agreement – Aldea Apartments **25-0503**

Approve a Purchase & Sale Agreement for the purchase of buildings and associated land located at 15186 Foothill Boulevard, Fontana, CA 92335 specifically described as APN 0191-162-40 in the amount of $26,635,000 plus escrow costs and related acquisition fees.

Authorize the purchase of that certain Real Property with APN 1110-161-44-0000 (former APN 1110-161-09-0000) comprised of approximately 2.27 acres ("Property") from Aldea Fontana Foothill, LLC, a California limited liability company.

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 -Resolution re Purchase of Aldea Apartments-c1.doc
Attachment No. 2- Purchase Agreement - Aldea Legacy Apartments-REVISED.docx

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
(e) oral - favor
(f) oral - opposition

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

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

A. **Appeal No. 25-0001: Request to overturn the Planning Commission's June 3, 2025 decision certifying a Final Environmental Impact Report (State Clearinghouse Number 2023030788) and adopting a Mitigation, Monitoring, and Reporting Program, and approving Tentative Parcel Map No. 22-000025 (TPM No. 20611) and Design Review No. 22-000051 for the consolidation of six (6) parcels into one parcel and the vacation of Windflower Avenue and the development of an industrial warehouse building totaling approximately 398,514 square feet on approximately 18.3 acres located between Sierra Avenue and Mango Avenue, approximately 1,300 feet south of Summit Avenue (Assessor Parcel Numbers: 1119-241-10, -13, -18, -25, -26, and -27).** **25-0431**

Deny Appeal No. 25-0001, thereby upholding the Planning Commission's decision on June 3, 2025 approving, pursuant to the certification of a Final Environmental Impact Report and adoption of a Migitation Monitoring and Reporting Program, Tentative Parcel Map No. 22-000025 (TPM No. 20611) and Design Review No. 22-000051 for the consolidation of six (6) parcels into one parcel and the vacation of Windflower Avenue and development of an industrial commerce building totaling approximately 398,514 square feet on approximately 18.3 acres located between Sierra Avenue and Mango Avenue, approximately 1,300 feet south of Summit Avenue (APN Nos.: 1119-241-10, -13, -18, -25, -26, and -27).

APPELLANT / APPEAL APPLICANT:
Appeal No. 25-0001: Golden State Environmental Justice Alliance, 765 N. Main Street, Ste. 151, Corona, CA 92880.

Attachments: Attachment No. 1 - Vicinity Map
Attachment No. 2 - Appellant Letter - Golden State Environmental Justice Alliance
Attachment No. 3 - Applicant Response to Appeal No 25-0001 (9.3.25).pdf
Attachment No. 4 - June 3, 2025 - PC Packet
Attachment No. 5 - Planning Commission June 3, 2025 Minutes
Attachment No. 6 - Clerk of the Board Filing Receipt for MCN 22-000104
Attachment No. 7 - Public Hearing Notice for Appeal No. 25-0001

B. Issuance of Fontana Public Facilities Financing Authority Lease Revenue Bonds, Series 2025A **25-0488**

Conduct a Public Hearing and Adopt **Resolution No. 2025-091** of the City Council of the City of Fontana authorizing the execution and delivery by the City of a Ground Lease, Lease Agreement, Indenture, Escrow Agreement, Continuing Disclosure Certificate and Bond Purchase Agreement in connection with the issuance of Fontana Public Facilities Financing Authority Lease Revenue Bonds, Series 2025A, approving the issuance of such Bonds in an aggregate principal amount of not to exceed $150,000,000, authorizing the distribution of an Official Statement in connection with the offering and sale of such Bonds and authorizing the execution of necessary documents and certificates and related actions.

Attachments: Attachment No. 1- Resolution
Attachment No. 2- Ground Lease
Attachment No. 3- Lease Agreement
Attachment No. 4- Preliminary Official Statement
Attachment No. 5- Bond Purchase Agreement
Attachment No. 6- Escrow Agreement
Attachment No. 7- Indenture

CITY MANAGER COMMUNICATIONS:

A. City Manager Communications

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

A. Elected Officials Communications/Reports

ADJOURNMENT:

A. Adjournment

Adjourn to the next Regular City Council Meeting on September 23, 2025 at 2:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.

File #: 25-0473
Agenda #: A.

Agenda Date: 9/9/2025
Category: Closed Session

Closed Session

Tuesday, September 9, 2025

12:30 P.M.

City Hall - Executive Conference Room

City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus “Jesse” Sandoval, Council Member

Phillip W. Cothran., Council Member

File #: 25-0474
Agenda #: A.

Agenda Date: 9/9/2025
Category: Proclamation

Proclamations

Tuesday, September 9, 2025

Council Chambers

City Council

Acquanetta Warren, Mayor

Peter A. Garcia, Mayor Pro Tem

John B. Roberts, Council Member

Jesus “Jesse” Sandoval, Council Member

Phillip W. Cothran, Council Member

File #: 25-0475
Agenda #: A.

Agenda Date: 9/9/2025
Category: Special Presentation

Special Presentation

Tuesday, September 9, 2025

2:00 P.M.

Grover W. Taylor Council Chambers

City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus “Jesse” Sandoval, Council Member

Phillip W. Cothran., Council Member

8353 Sierra Avenue
Fontana, CA 92335

File #: 25-0470
Agenda #: A.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
City Clerk

SUBJECT:
Approval of Minutes

RECOMMENDATION:
Approve the minutes of the July 22, 2025, Regular City Council Meeting.

COUNCIL GOALS:

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

DISCUSSION:
The City Council will consider approval of the minutes of the July 22, 2025, Regular City Council Meeting. The draft minutes are attached to this report for Council review and approval.

FISCAL IMPACT:
None.

MOTION:
Approve staff recommendation.

City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Minutes

Tuesday, July 22, 2025

2:00 PM

Grover W. Taylor Council Chambers

City Council Meeting

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

CLOSED SESSION:

A. 1:00 P.M. CLOSED SESSION

The Closed Session meeting of the Fontana City Council was held in the Executive Conference Room, 8353 Sierra Avenue, Fontana, CA 92335, on Tuesday, July 22, 2025.

Mayor Warren called the meeting to order at 1:01 p.m. with all members of the City Council present except Mayor Pro Tem Garcia and Council Member Cothran.

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

PUBLIC COMMUNICATION - CLOSED SESSION:

There were no public communications received for the following items:

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

2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9: (One potential case).

CALL TO ORDER/ROLL CALL:

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

The Regular Meeting of the Fontana City Council was held in the Grover W. Taylor Council Chambers, 8353 Sierra Avenue, Fontana, CA 92335, on Tuesday, July 22, 2025.

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

ROLL CALL:

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

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

ABSENT: Council Member Cothran

INVOCATION/PLEDGE OF ALLEGIANCE:

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

CLOSED SESSION ANNOUNCEMENT:

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

PROCLAMATION:

1. Mayor Warren and City Council to proclaim August as Sickle Cell Trait Prevention Month (Sickle Cell Trait Prevention Founder and Executive Director, Farron Dozier, to accept).

Mayor Warren and the City Council proclaimed August as Sickle Cell Trait Prevention Month. Sickle Cell Trait Prevention Founder and Executive Director, Farron Dozier accepted.

2. Mayor Warren and City Council to proclaim August 5, 2025, as National Night Out (Police Chief Michael Dorsey to accept).

Mayor Warren and City Council proclaimed August 5, 2025, as National Night Out. Police Chief Michael Dorsey accepted and invited the community to attend National Night Out.

3. Mayor Warren and City Council to proclaim July as Parks and Recreation Month (Community Services Director Daniel Schneider to accept).

Mayor Warren and City Council proclaimed July as Parks and Recreation Month. Community Services Director Daniel Schneider accepted.

SPECIAL PRESENTATIONS:

1. Mayor Warren and City Council to recognize Community Services Department Employee of the Year (Community Services Director Daniel Schneider to present).

Mayor Warren and the City Council recognized Community Services Coordinator Diana Escobar as the Community Services Department Employee of the Year.

2. Mayor Warren and City Council to recognize, Corporals Joshua Patty, Andrew Hackett, Matthew Rodgers, John Collopy & Bradley Ubovich and Officers Paul Beltran, Samuel Saenz, & Michael Bernath as June 2025 Employees of the Month (Captain Burton to present).

Mayor Warren and the City Council recognized Corporals Joshua Patty, Andrew Hackett, Matthew Rodgers, John Collopy and Bradley Ubovich and Officers Paul Beltran, Samuel Saenz, and Michael Bernath as June 2025 Employees of the Month.

3. Healthcare/Legislative Update (President and CEO of San Antonio Regional Hospital, John Chapman to present).

John Chapman, President and CEO of San Antonio Regional Hospital, provided an update on healthcare challenges and initiatives, highlighting workforce shortages, new residency programs, and expanded primary care and behavioral health services. He also shared upcoming plans for additional “Care for You” clinics, community health programs, and facility expansions to better serve Fontana residents.

PUBLIC COMMUNICATIONS:

Diane Lopez expressed concerns about immigration enforcement and ICE activity in the community, and urged the City Council to take action.

Grace expressed concerns about immigration enforcement and ICE activity in the community, and urged the City Council to take action.

George Soobaa expressed concerns about the lack of decorum during public comment at council meetings and thanked the Mayor and Council for their service and efforts to improve Fontana, including development of the Forge District.

Deborah Hall Lindsey thanked Director Snyder and the Community Services Department for their support at Veterans Park, noting the success of the Veterans Family and Friends Day barbecue hosted by the Fontana Military Vet Club and Woodworking Vet Club, and acknowledged Councilmember Jesse Sandoval’s attendance and community collaboration.

Jasmine Castro expressed concerns about immigration enforcement and ICE activity in the community, and urged the City Council to take action.

Luv Kaur expressed concerns about immigration enforcement and ICE activity in the community, and urged the City Council to take action.

Diana expressed concerns about immigration enforcement and ICE activity in the community, and urged the City Council to take action.

Damixi Tzintzum expressed concerns about immigration enforcement and ICE activity in the community, and urged the City Council to take action.

Gissell expressed concerns about immigration enforcement and ICE activity in the community,and urged the City Council to take action.

Joz Sida expressed concerns about immigration enforcement and ICE activity in the

community, and urged the City Council to take action.

Jennifer Cardenas expressed concerns about meeting times, limited speaking duration, lack of a virtual attendance option, and criticized council decisions regarding development and community impacts. She also voiced support for making Fontana a sanctuary city and referenced upcoming local elections.

Lisa discussed concerns with the clear mask policy in the Council Chambers and urged the Council to make a statement regarding ICE activity.

CONSENT CALENDAR:

Item B.

City Manager Matt Ballantyne announced that Council Member Roberts will recuse himself from Item B, as he did not vote on the matter during the previous meeting when straws were drawn.

Item F.

Prior to the motion being made, City Manager Ballantyne clarified that for Item F, the City will not use the contractor's proposed agreement and will instead use the City's standard agreement prepared and reviewed by the City Attorney.

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

A. Approval of Minutes **25-0420**

Approve the minutes of the July 8, 2025, Regular City Council Meeting.

B. Adoption of Ordinance No. 1972 (Second Reading), adopting the 2025 State of California Fire Hazard Severity Zone Map. **25-0421**

Conduct a second reading by title only and adopt **Ordinance No. 1972**, adopting the 2025 State of California Fire Hazard Severity Zone Map Pursuant to California Government Code Sections 51177-51179 and amending Chapter 30, Article IX (Overlay Districts), Division 8 (Fire Hazard Overlay District), Section 30-656(a) of the City of Fontana Zoning and Development Code.

C. Police Department Donations January - June 2025 **25-0183**

Accept monetary and gift donations from multiple donors including community programs, businesses, and citizens.

D. Final Acceptance for the Construction of Fire Station No. 81 located at 16615 Casa Grande Avenue (Bid No. SB-06-DE-22) **25-0298**

Accept as complete the work performed by TELACU Construction Management, Inc. for the construction of Fire Station No. 81 Project (#37603383).

E. Award a Professional Services Agreement for Design Services with Kimley-Horn and Associates, Inc. for the Pickleball Courts at Seville Park Project (DE-24-138-SP) **25-0329**

1. Approve and authorize the City Manager to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc. for Design Services for the Pickleball Courts at Seville Park Project in the amount of $205,675.00 (Request for Proposals DE-24-138-SP).

2. Approve and authorize the City Manager to execute future individual Professional Services Agreement Amendments with Kimley-Horn and Associates, Inc., not exceeding $20,000 for the Pickleball Courts at Seville Park Project (DE-24-138-SP).

3. Authorize the City Manager to execute any and all utility agreements for the Pickleball Courts at Seville Park Project.

F. Award a Contract for the Demolition of Seville Park Amphitheater **25-0347**

Authorize the City Manager to execute a CUCCAC contract PW-26-11-CC with Wreck Age Demolition Inc. in the amount of $49,800.00 with a 10% contingency in the amount of $4,980.00 for the demolition of Seville Park Amphitheater.

G. Acceptance of 2025 Housing and Homelessness Incentive Program Funding **25-0348**

1. Accept the San Bernardino County Continuum of Care's Housing and Homelessness Incentive Program funding in the amount of $1,700,000;

2. Authorize the City Manager, or City Manager's designee, to execute and transmit any documents necessary or desirable to ensure the City's timely receipt of the San Bernardino County Continuum of Care's Housing and Homelessness Incentive Program funding.

H. Acceptance of Final Parcel Map No. 20464 for the Development of a Commercial Property at the northwest corner of **25-0360**

Citrus Avenue and South Highland Avenue, and the Abandonment of a Certain Portion of Alleys and a Certain Portion of Highland Avenue

1. Approve Final Parcel Map No. 20464, located on the north side of South Highland Avenue between Citrus Avenue and Catawba Avenue.

2. Accept dedication of public streets and easements.

3. Authorize the Mayor and City Clerk to certify the abandonment of a certain portion of the alleys and a certain portion of Highland Avenue, as identified on the parcel map.

I. Approve a Professional Services Agreement for Architectural Design Services with Rubio Medina, Architect for the Metrolink Emergency Responder Substation Project (DE-25-153-SP) **25-0361**

1. Award and authorize the City Manager to execute a Professional Services Agreement with Rubio Medina, Architect for Architectural Design Services for the Metrolink Emergency Responder Substation Project in the amount of $455,190.00 (Request for Proposals DE-25-153-SP).

2. Approve and authorize the City Manager to execute future individual Professional Services Agreement Amendments not exceeding $100,000.00 for the Metrolink Emergency Responder Substation Project (Request for Proposals DE-25-153-SP).

3. Authorize the City Manager to execute any and all utility agreements, utility easements, and any related items on behalf of the City of Fontana for the Metrolink Emergency Responder Substation Project.

J. Award Bid for Food Services - The Path DS-25-101-SP **25-0367**

1. Award bid and authorize a purchase order for a one-year with Chapala Mexican Grill in the amount of $179,400.00 for food services for The Path Homelessness Shelter.

2. Approve and Authorize the City Manager, or City Manager's designee, to execute any future amendments and necessary documents for the Food services agreement.

K. Purchase of Artificial Turf Replacement Materials for Fields #1 and #2 at Ralph M. Lewis Park. **25-0370**

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 amount of

$753,598.70 for the synthetic turf and materials.

L. Amend the Professional Service Agreement DS-24-127-MS for the property management of 17133 Valley Boulevard-The Path **25-0371**

1. Approve and Authorize the City Manager, or City Manager's designee, to amend the Professional Service Agreement in the amount of $44,375 per month.

2. Approve and Authorize the City Manager, or City Manager's designee, to execute any future amendments and documents necessary for the Property Management of The Path.

M. Measure I Five Year Local Street Capital Improvement Program Annual Adoption **25-0377**

Adopt **Resolution No. 2025-048**, adopting the Measure I Five Year Local Street Capital Improvement for Fiscal Years 2025/2026 - 2029/2030.

N. A Resolution of the City Council of the City Of Fontana, California, Approving Amendment No. 2 to the Professional Services Agreement Between the City of Fontana and Water of Life Community Church for Homelessness Services **25-0381**

1. Adopt **Resolution No. 2025-049**, approving Amendment No. 2 to the Professional Services Agreement with Water of Life Community Church ("CityLink"), which provides for an extension of the agreement for an additional year, expands the scope of homelessness services, and increases the total consideration to Six Hundred Thousand Dollars ($600,000.00).
2. Authorize the City Manager to execute all future amendments to the agreement with CityLink for Homeless Services.

O. Levy of a Special Tax in Community Facilities Districts (Maintenance) for Fiscal Year 2025-2026. **25-0383**

Adopt **Resolution No. 2025-050,** Authorizing the Levy of a Special Tax within Community Facilities Districts (Maintenance) for Fiscal Year 2025-2026.

P. Levy of a Special Tax in Community Facilities District No. 1 (Southridge Village) for Fiscal Year 2025-2026. **25-0384**

Adopt **Resolution No. 2025-051,** Authorizing the Levy of a Special Tax in Community Facilities District No. 1 (Southridge) for Fiscal Year 2025-2026.

Q. Levy of a Special Tax in Community Facilities District No. 7 (Country Club Estates) for Fiscal Year 2025-2026. **25-0385**

Adopt **Resolution No. 2025-052,** of the City Council of the City of Fontana, California, authorizing the Levy of a Special Tax in Community Facilities

District No. 7 (Country Club Estates) for Fiscal Year 2025-2026.

R. Levy of a Special Tax in Community Facilities District No. 11 (Heritage West End) for Fiscal Year 2025-2026 25-0386

Adopt **Resolution No. 2025-053,** of the City Council of the City of Fontana, California, authorizing the Levy of a Special Tax in Community Facilities District No. 11 (Heritage West End) for Fiscal Year 2025-2026.

S. Levy of a Special Tax in Community Facilities District No. 12 (Sierra Lakes) for Fiscal Year 2025-2026. 25-0387

Adopt **Resolution No. 2025-054,** of the City Council of the City of Fontana, California, authorizing the Levy of a Special Tax in Community Facilities District No. 12 (Sierra Lakes) for Fiscal Year 2025-2026.

T. Levy of a Special Tax in Community Facilities District No. 22 (Sierra Hills South) for Fiscal Year 2025-2026 25-0388

Adopt **Resolution No. 2025-055,** of the City Council of the City of Fontana, California, authorizing the Levy of a Special Tax in Community Facilities District No. 22 (Sierra Hills South) for Fiscal Year 2025-2026.

U. Levy of a Special Tax in Community Facilities District No. 31 (Citrus Heights North) for Fiscal Year 2025-2026 25-0389

Adopt **Resolution No. 2025-056,** of the City Council of the City of Fontana, California, authorizing the Levy of a Special Tax in Community Facilities District No. 31 (Citrus Heights North) for Fiscal Year 2025-2026.

V. Levy of a Special Tax in Community Facilities District No. 37 (Montelago) for Fiscal Year 2025-2026. 25-0390

Adopt **Resolution No. 2025-057,** of the City Council of the City of Fontana, California, authorizing the Levy of Special Tax in Community Facilities District No. 37 (Montelago) for Fiscal Year 2025-2026.

W. Levy of a Special Tax in Community Facilities District No. 70 (Avellino) for Fiscal Year 2025-2026. 25-0391

Adopt **Resolution No. 2025-058,** of the City Council of the City of Fontana, California, authorizing the Levy of Special Tax in Community Facilities District No. 70 (Avellino) for Fiscal Year 2025-2026.

X. Levy of a Special Tax in Community Facilities District No. 71 (Sierra Crest) for Fiscal Year 2025-2026. 25-0392

Adopt **Resolution No. 2025-059,** Authorizing the Levy of Special Tax in Community Facilities District No. 71 (Sierra Crest) for Fiscal Year 2025-2026.

Y. Levy of a Special Tax in Community Facilities District No. 74B and 74M (Citrus/Summit) for Fiscal Year 2025-2026 **25-0393**

1. Adopt **Resolution No. 2025-060,** Authorizing the Levy of a Special Tax in Community Facilities District No. 74B (Citrus/Summit) for Fiscal Year 2025-2026.

2. Adopt **Resolution No. 2025-061,** Authorizing the Levy of a Special Tax in Community Facilities District No. 74M (Citrus/Summit) for Fiscal Year 2025-2026.

Z. Levy of a Special Tax in Community Facilities District No. 80 (Bella Strada) for Fiscal Year 2025-2026 **25-0394**

Adopt **Resolution No. 2025-062,** Authorizing the Levy of Special Tax in Community Facilities District No. 80 (Bella Strada) for Fiscal Year 2025-2026.

AA. Levy of a Special Tax in Community Facilities District No. 81 (Gabriella) for Fiscal Year 2025-2026 **25-0395**

Adopt **Resolution No. 2025-063,** Authorizing the Levy of Special Tax in Community Facilities District No. 81 (Gabriella) for Fiscal Year 2025-2026.

AB. Levy of a Special Tax in Community Facilities District No. 85 (The Meadows) for Fiscal Year 2025-2026. **25-0396**

Adopt **Resolution No. 2025-064,** Authorizing the Levy of Special Tax in Community Facilities District No. 85 (The Meadows) for Fiscal Year 2025-2026.

AC. Levy of a Special Tax in Community Facilities District No. 86 (Etiwanda Ridge) for Fiscal Year 2025-2026 **25-0397**

Adopt **Resolution No. 2025-065,** Authorizing the Levy of Special Tax in Community Facilities District No. 86 (Etiwanda Ridge) for Fiscal Year 2025-2026.

AD. Levy of a Special Tax in Community Facilities District No. 87 (El Paseo) for Fiscal Year 2025-2026. **25-0398**

Adopt **Resolution No. 2025-066,** Authorizing the Levy of Special Tax in Community Facilities District No. 87 (El Paseo) for Fiscal Year 2025-2026.

AE. Levy of a Special Tax in Community Facilities District No. 88 (Sierra Crest II) for Fiscal Year 2025-2026 **25-0399**

Adopt **Resolution No. 2025-067,** Authorizing the Levy of Special Tax in Community Facilities District No. 88 (Sierra Crest II) for Fiscal Year 2025-2026.

AF. Levy of a Special Tax in Community Facilities District No. 89 (Belrose) for Fiscal Year 2025-2026. 25-0400

Adopt **Resolution No. 2025-068,** Authorizing the Levy of Special Tax in Community Facilities District No. 89 (Belrose) for Fiscal Year 2025-2026.

AG. Levy of a Special Tax in Community Facilities District No. 90 (Summit at Rosena Phase One) for Fiscal Year 2025-2026 25-0401

Adopt **Resolution No. 2025-069,** Authorizing the Levy of Special Tax in Community Facilities District No. 90 (Summit @ Rosena Phase 1) for Fiscal Year 2025-2026.

AH. Levy of a Special Tax in Community Facilities District No. 95 (Summit at Rosena Phase Two) for Fiscal Year 2025-2026 25-0402

Adopt **Resolution No. 2025-070,** Authorizing the Levy of Special Tax in Community Facilities District No. 95 (Summit @ Rosena Phase 2) for Fiscal Year 2025-2026.

AI. Levy of a Special Tax in Community Facilities District No. 99 (The Retreat) for Fiscal Year 2025-2026 25-0403

Adopt **Resolution No. 2025-071,** Authorizing the Levy of Special Tax in Community Facilities District No. 99 (The Retreat) for Fiscal Year 2025-2026.

AJ. Levy of a Special Tax in Community Facilities District No. 100 (Victoria) for Fiscal Year 2025-2026 25-0404

Adopt **Resolution No. 2025-072,** Authorizing the Levy of Special Tax in Community Facilities District No. 100 (Victoria) for Fiscal Year 2025-2026.

AK. Levy of a Special Tax in Community Facilities District No. 106 (Mountainview) for Fiscal Year 2025-2026 25-0405

Adopt **Resolution No. 2025-073,** Authorizing the Levy of Special Tax in Community Facilities District No.106 (Mountainview) for Fiscal Year 2025-2026.

AL. Levy of a Special Tax in Community Facilities District No. 107 (Highland) for Fiscal Year 2025-2026 25-0406

Adopt **Resolution No. 2025-074,** Authorizing the Levy of Special Tax in Community Facilities District No.107 (Highland) for Fiscal Year 2025-2026.

AM. Levy of a Special Tax in Community Facilities District No. 109 (Narra Hills) for Fiscal Year 2025-2026 25-0407

Adopt **Resolution No. 2025-075,** Authorizing the Levy of Special Tax in

Community Facilities District No. 109 (Narra Hills) for Fiscal Year 2025-2026.

AN. Levy of a Special Tax in Community Facilities District No. 111 (Monterado) for Fiscal Year 2025-2026 25-0408

Adopt **Resolution No. 2025-076,** Authorizing the Levy of Special Tax in Community Facilities District No. 111 (Monterado) for Fiscal Year 2025-2026.

AO. Levy of a Special Tax in Community Facilities District No. 112 (The Gardens Phase One) for Fiscal Year 2025-2026 25-0409

Adopt **Resolution No. 2025-077,** Authorizing the Levy of Special Tax in Community Facilities District No. 112 (The Gardens Phase One) for Fiscal Year 2025-2026.

AP. Levy of a Special Tax in Community Facilities District No. 113 (The Gardens Phase Two) for Fiscal Year 2025-2026 25-0410

Adopt **Resolution No. 2025-078,** Authorizing the Levy of Special Tax in Community Facilities District No. 113 (The Gardens Phase Two) for Fiscal Year 2025-2026.

AQ. Police Department Monthly Information Update 25-0412

Accept the Police Department monthly information update for May 2025.

AR. Award Professional Services Contract with Iteris for Grant-funded the SMART Leveraging Advanced Adaptive Signal Timing for Freight to Improve Safety and Mobility Project (DE-25-172-SP) 25-0430

1. Award and authorize the City Manager to execute the Professional Services Agreement with Iteris in the amount of $505,767.00 to provide consultant services in performing the engineering and support work needed to deliver the City's SMART Grant-funded Leveraging Advanced Adaptive Signal Timing for Freight to Improve Safety and Mobility Project.

2. Approve and authorize the City Manager to execute any future amendments to the Agreement in the amount not to exceed $50,000.

PUBLIC HEARINGS:

A. Master Case No. 24-0065: Specific Plan Amendment No. 24-0001, Tentative Tract Map No. 20729 (TTM No. 24-0010) and Design Review No. 24-0035 - A request to amend the Rancho Fontana Specific Plan and to subdivide approximately 3.3 acres for condominium purposes and for the site and architectural approval of a new residential development consisting of 54 attached condominium dwellings and associated improvements, pursuant to an Addendum to the Rancho Fontana Specific Plan 25-0349

Environmental Impact Report

Adopt **Resolution No. 2025-079**, a Resolution of the City Council of the City of Fontana adopting an Addendum and Mitigation, Monitoring, and Reporting Program (MMRP) to the Rancho Fontana Specific Plan Environmental Impact Report (SCH No. 1981100211) pursuant to the California Environmental Quality Act (CEQA), and approving Specific Plan Amendment No. 24-0001 to amend Planning Area 18 to Planning Area 18A increasing the allowable residential density from six dwelling units per acre to 12 dwelling units per acre and including parking and setback development standards, approving Tentative Tract Map No. 24-0010 to subdivide approximately 3.3 acres for condominium purposes and approving Design Review No. 24-0035 for the construction of 54 attached condominium dwellings and associated improvements, subject to the Conditions of Approval.

Mayor Warren opened the public hearing.

City Clerk Key stated that no written communications were received.

Associate Planner Cecily Session-Goins provided the staff report.

Councilmember Sandoval asked about fire truck access and turnaround capability for the first set of condominiums near Orlando and Baseline.

Associate Planner Session-Goins explained that the alley will dead-end but meets Fire Department requirements, with access provided through the main drive connecting to Orlando and Lime.

City Clerk Key stated that there were no requests to speak.

Mayor Warren closed the public hearing.

ACTION: Motion was made by Mayor Pro Tem Garcia, seconded by Council Member Roberts, and passed by a vote of 3-1 to approve Public Hearing Item "A." The motion carried by the following vote: AYES: Warren, Garcia, and Roberts; NOES: Sandoval; ABSTAIN: None; ABSENT: Cothran

B. Public Hearing to Establish Fiscal Year 2025-2026 Assessment Rates for Landscape and Lighting Maintenance Districts 25-0411

1. Adopt **Resolution No. 2025-080**, of the City Council of the City of Fontana, California, Confirming a Diagram and Assessment, and Levying the Assessment for Landscape Maintenance District No. 1 ("LMD #1" throughout the City) for Fiscal Year 2025-2026.

2. Adopt **Resolution No. 2025-081**, of the City Council of the City of Fontana, California, Confirming a Diagram and Assessment, and Levying the Assessment for Landscape Maintenance District No. 2 ("LMD #2"

Village of Heritage) for Fiscal Year 2025-2026.

3. Adopt **Resolution No. 2025-082**, of the City Council of the City of Fontana, California, Confirming a Diagram and Assessment, and Levying the Assessment for Landscape Maintenance District No. 3 ("LMD #3" Hunter's Ridge) for Fiscal Year 2025-2026.

4. Adopt **Resolution No. 2025-083**, of the City Council of the City of Fontana, California, Confirming a Diagram and Assessment, and Levying the Assessment for Landscape Maintenance District No. 3- 1 ("LMD #3-1" Empire Center) for Fiscal Year 2025-2026.

5. Adopt **Resolution No. 2025-084**, of the City Council of the City of Fontana, California, Confirming a Diagram and Assessment, and Levying the Assessment for Local Lighting Maintenance District No. 3 ("LLMD #3" Hunter's Ridge) for Fiscal Year 2025-2026.

Mayor Warren opened the public hearing.

City Clerk Key stated that no written communications were received.

Senior Account Samuel Perez provided the staff report.

City Clerk Key stated that there were no requests to speak.

Mayor Warren closed the public hearing.

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

City Attorney Duran noted that Mayor Warren was required to recuse herself from Item B, subsection 2 (Resolution 2025-081). To correct the oversight, the Council must first vote on a motion to reconsider the item so it can be revisited with the Mayor's recusal recorded.

ACTION: Motion was made by Mayor Pro Tem Garcia, seconded by Council Member Roberts, and passed unanimously by a vote of 4-0 to reconsider Public Hearing Item "B", subsection 2 (Resolution 2025-081) to allow Mayor Warren to recuse herself and have the conflict officially recorded. The motion carried by the following vote: AYES: Warren, Garcia, Roberts, and Sandoval; NOES: None; ABSTAIN: None; ABSENT: Cothran

Mayor Warren recused herself from the dais due to owning property in the area.

ACTION: Motion was made by Mayor Pro Tem Garcia, seconded by Council Member Roberts, and passed unanimously by a vote of 3-0 to approve Item B, subsection 2 (Resolution 2025-081). The motion carried by the following vote: AYES: Garcia, Roberts,

and Sandoval; NOES: None; ABSTAIN: Warren; ABSENT: Cothran

Mayor Warren returned to the dais.

C. Adjustment of User Fees for City Services **25-0415**

Adopt **Resolution No. 2025-085,** a resolution of the City of Fontana updating and establishing user and regulatory fees for various regulatory activities, programs, and services set forth in a master fee schedule and identifying an inflationary factor for future adjustments.

Mayor Warren opened the public hearing.

City Clerk Key stated that no written communications were received.

Chief Financial Officer Jessica Brown provided the staff report.

Priti Patel of Wildan and Associates provided an overview on the methodology for updating user fees.

Mayor Pro Tem Garcia asked if several fees were decreased because they exceeded actual service costs and to confirm that the City's goal is to cover costs rather than generate profit.

Chief Financial Officer Brown responded affirmatively, confirming this explanation.

Mayor Warren asked about whether the City has a policy requiring users to pay 100% of fees when there is a private benefit. Chief Financial Officer Brown explained that while it is a best practice to recover the full cost, there is no formal city policy mandating it.

City Clerk Key stated that there were no requests to speak.

Mayor Warren closed the public hearing.

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

D. Master Case No. 25-0019 and Municipal Code Amendment (MCA) No. 25-007: Fontana Municipal Code amendments to multiple sections of the Fontana Zoning and Development Code to revise signage regulations within the Downtown Core, streamline the approval process for various sign types and to prohibit feather and yard signs pursuant to the certified General Plan Environmental Impact Report (State Clearinghouse [SCH] No. 2016021099) and Public Resources Code Section 21083.3 **25-0416**

1. Determine that the proposed amendments in the Ordinance are

consistent with the Fontana General Plan and certified General Plan Environmental Impact Report (EIR) (State Clearinghouse No. 2016021099) and so qualifies for an exemption from CEQA specifically Public Resources Code 20183.3 and CEQA Guidelines Section 15183 as the proposed amendments will have no new or more severe significant environmental effect "peculiar to" the Ordinance than discussed in the certified EIR and will have no significant off-site and cumulative impacts not discussed in that EIR as long as all applicable mitigation measures in the certified EIR will be undertaken; and

2. Read by title only and waive further reading of and introduce Ordinance No. 1974, an Ordinance of the City Council of the City of Fontana approving Master Case No. 25-0019 and Municipal Code Amendment No. 25-0007 to modify the sign code section to encourage attractive signage in the Downtown Core by allowing flexibility in design requirements and streamlining the approval process for creative signs, sign programs, wall signs, directional signage, awning signs, canopy signs, inlay signs, graphic projecting signs, projecting signs, holiday window signs and roof signage, and prohibiting feather and yard signs.

Mayor Warren opened the public hearing.

City Clerk Key stated that no written communications were received.

Associate Planner Alejandro Rico provided the staff report.

City Clerk Key stated that there were no requests to speak.

Mayor Warren asked about limits on electric signage. Associate Planner Rico clarified that illuminated signs are allowed, but animated or "live" signs (like movie theater marquees) are not. Mayor Warren also asked about appeals, and Associate Planner Rico confirmed that developers or business owners can appeal staff decisions to the Planning Commission.

Mayor Warren closed the public hearing.

ACTION: Motion was made by Council Member Roberts, seconded by Mayor Pro Tem Garcia, and passed by a vote of 3-1 to approve Public Hearing Item "D." The motion carried by the following vote: AYES: Warren, Garcia, and Roberts; NOES: Sandoval; ABSTAIN: None; ABSENT: Cothran

E. Sika Corporation - Operating Covenant Agreement 25-0379

1. Adopt **Resolution No. 2025-086**, accepting the Economic Development Subsidy Report prepared pursuant to Government Code Section 53083.1 and approve the Operating Covenant Agreement and authorize the City Manager or his designee to execute the Agreement with Sika Corporation.

2. Direct City Staff to file a Notice of Exemption based upon the City

Council's finding that the impacts for this Agreement is not a project and subject to environmental review and that there is no possibility that the activity in question may have a significant effect on the environment.

Mayor Warren opened the public hearing.

City Clerk Key stated that no written communications were received.

Deputy City Manager Ray Ebert provided the staff report.

City Clerk Key stated that there were no requests to speak.

Mayor Warren closed the public hearing.

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

NEW BUSINESS:

A. New Business

A. Fiscal Year 2024-25 Fourth Quarter Budget Status Report 25-0373

Approve the recommended Fiscal Year 2024-25 Fourth Quarter Budget adjustments and organizational changes.

Chief Financial Officer Brown provided the staff report.

Councilmember Roberts asked about the current General Fund reserve percentage. Chief Financial Officer Brown reported the General Fund reserve is 25% for FY 2025-26, with potential increases based on FY 2024-25 results, and highlighted additional reserves including $25.7 million for OPEB and $11.7 million for the pension trust, noting the City's ongoing efforts to maintain financial stability.

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

CITY MANAGER COMMUNICATIONS:

A. City Manager Communications

City Manager Ballantyne highlighted accomplishments including the addition of pickleball courts, turf replacement at Lewis Park, secured programming and revenue streams for the transitional housing facility, downtown zoning changes to attract businesses, and thanked the Council for supporting these initiatives.

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

A. Elected Officials Communications/Reports

City Treasurer Koehler-Brooks thanked Chief Financial Officer Brown for the report, offered condolences to the family of Fontana Police Officer Bautista, and wished Mayor Warren a happy birthday.

City Clerk Key echoed City Treasurer Koehler-Brooks' remarks, expressing gratitude to Chief Financial Officer Brown, condolences to Officer Bautista's family, and birthday wishes to Mayor Warren.

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

Councilmember Roberts offered condolences to the Police Department and extended birthday wishes to all celebrating.

Councilmember Sandoval expressed condolences to the Police Department and wished his wife, Mary, a happy birthday.

Mayor Warren highlighted downtown progress, thanking staff, Mayor Pro Tem Garcia, and Councilmember Cochrane for their efforts. She noted the benefits of the new sign ordinance, promoted the Fontana Business Summit on August 7th, and shared upcoming events, including a performance by Bob Marley's descendant and the eighth anniversary of Fontana Walks on August 9th.

Mayor Warren emphasized safe disposal of household hazardous waste, proper trash sorting in compliance with new state regulations, and upcoming financial literacy classes starting August 4th. She reminded the public that there will be no council meetings in August. Mayor Warren concluded by honoring the memory of Fontana Police Officer Edward Bautista and offering condolences and prayers to his family, colleagues, and the community.

ADJOURNMENT:

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

1. Edward "Eddie" Bautista

Mayor Warren adjourned the meeting at 4:36 p.m. to the Regular City Council Meeting on Tuesday, September 9, 2025, at 2:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.

_____

Christina Rudsell, CMC
Chief Deputy City Clerk

THE FOREGOING MINUTES WERE ADOPTED AND APPROVED BY THE FONTANA CITY COUNCIL ON SEPTEMBER 9, 2025.

_____

Germaine Key
City Clerk

File #: 25-0469
Agenda #: B.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
City Clerk

SUBJECT:
Adoption of Ordinance No. 1974 (Second Reading), approving Master Case No. 25-0019 and Municipal Code Amendment No. 25-0007.

RECOMMENDATION:
Conduct a second reading by title only and adopt **Ordinance No. 1974**, approving Master Case No. 25-0019 and Municipal Code Amendment No. 25-0007 to modify the sign code section to encourage attractive signage in the Downtown Core by allowing flexibility in design requirements and streamlining the approval process for creative signs, sign programs, wall signs, directional signage, awning signs, canopy signs, inlay signs, graphic projecting signs, projecting signs, holiday window signs and roof signage, and prohibiting feather and yard signs

COUCIL GOALS:
- Promote economic development by pursuing business attraction, retention, and expansion.
- Promote economic development by establishing a quick, consistent development process.
- Promote economic development by being business friendly at all levels and striving to constantly improve the city's competitiveness.

DISCUSSION:
Ordinance No. 1974 was introduced by a vote of 3-1 at the July 22, 2025, Regular City Council Meeting.

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

MOTION:
Approve staff recommendation.

ORDINANCE NO. 1974

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, APPROVING AMENDMENTS TO MULTIPLE SECTIONS OF THE FONTANA ZONING AND DEVELOPMENT CODE TO REVISE SIGNAGE REGULATIONS WITHIN THE DOWNTOWN CORE, STREAMLINE THE APPROVAL PROCESS FOR VARIOUS SIGN TYPES, AND TO PROHIBIT FEATHER AND YARD SIGNS, PURSUANT TO THE CERTIFIED GENERAL PLAN ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE [SCH] NO. 2016021099) AND PUBLIC RESOURCES CODE SECTION 21083.3.

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

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

WHEREAS, the City of Fontana ("City") desires to restate without substantive revision, amend and recodify certain ordinances codified in the Fontana Municipal Code ("Code") through Municipal Code Amendment ("MCA") No. 25-0007; and

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

WHEREAS, Use Table No. 30-721.A. is amended to allow projecting and holiday window signs within the Downtown Core; and

WHEREAS, Use Table No. 30-725.A. is amended to introduce two new categories of sign permits types, along with the designation of the bodies responsible for their review and process for appealing decisions; and

WHEREAS, Sections 30-731 and 30-731.1 is amended to establish comprehensive Downtown Core Sign Programs, specifically detailing requirements, standards and permitted uses; and

WHEREAS, Sections 30-732 and 30-732.1 are amended to regulate Downtown Core Sign Programs, specifically detailing requirements, standards and permitted uses; and

WHEREAS, the Use Table 30-742.A. is amended to incorporate Downtown Core regulations for Residential uses; and

WHEREAS, the Use Table and 30-743.A. is amended to incorporate Downtown Core regulations for nonresidential uses in commercial, mixed-use, and form-based zoning districts; and

WHEREAS, Sections 30-746(a)(2), (b)(2), (b)(3), (b)(4) and (f)(5) are amended to establish standards for permanent sign types within the Downtown Core; and

WHEREAS, Use Table 30-747.A. is amended to incorporate Downtown Core standards for permanent signs for specific uses for nonresidential uses within the Downtown boundary; and

WHEREAS, Use Table No. 30-751.A. is amended to incorporate Downtown Core standards for nonresidential zoning districts; and

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

WHEREAS, the amendments in MCA No. 25-0007 are consistent and compatible with the General Plan and are in line with goals, policies and objectives of the City, the Housing Element policies and the Zoning and Development Code; and

WHEREAS, the amendments in MCA No. 25-0007 are in conformity with appropriate land use practices and will establish appropriate development standards for the land use designations; and

WHEREAS, the amendments in MCA No. 25-0007 are attached hereto as Exhibit "A" and incorporated herein by this reference, will not be detrimental to the public health, safety and general welfare, nor will it adversely affect the orderly development of property; and

WHEREAS, the amendments in MCA No. 25-0007 will better express the City's policies and will generally promote good land use planning and regulation; and

WHEREAS, on July 1, 2025, the Planning Commission held a public meeting on MCA No. 25-0007 where it received evidence and public testimony on the Code amendments and recommended that the Fontana City Council ("City Council") determine that the proposed amendments are consistent with the Fontana General Plan and certified General Plan Environmental Impact Report (EIR) (State Clearinghouse No. 2016021099) and so qualifies for an exemption pursuant to the from California Environmental Quality Act (CEQA), specifically Public Resources Code 21083.3 and CEQA Guidelines Section 15183, as the proposed amendments in the Ordinance will have no new or more severe significant environmental effects "peculiar to" the Ordinance than discussed in the certified EIR and will have no significant off-site and cumulative impacts not discussed in that EIR as long as all applicable mitigation measures in the certified EIR will be undertaken; and

WHEREAS, the Planning Commission carefully considered all evidence and testimony presented at its public hearing on July 1, 2025 regarding MCA No. 25-0007 and approved Resolution No. 2025-023 recommending that the City Council adopt the modifications to the Zoning and Development Code contained therein; and

WHEREAS, on July 22, 2025, the City Council held a public hearing on MCA No. 25-0007 where City Council received evidence and public testimony pertaining to the Zoning and Development Code amendments as well as documentation from the Planning Commission's public hearing on July 1, 2025; and

WHEREAS, the City Council carefully considered all information pertaining to MCA No. 25-0007 presented at its public hearing on July 22, 2025; and

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

NOW, the City Council of the City of Fontana, California, **DOES ORDAIN** as follows:

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

Section 2. CEQA. The City Council hereby finds that the proposed amendments in the Ordinance are consistent with the Fontana General Plan and certified General Plan Environmental Impact Report (EIR) (State Clearinghouse No. 2016021099) and so qualifies for an exemption from CEQA, specifically Public Resources Code 21083.3 and CEQA Guidelines Section 15183, as the proposed amendments will have no new or more severe significant environmental effects "peculiar to" the Ordinance than discussed in the certified EIR and will have no significant off-site and cumulative impacts not discussed in that EIR as long as all applicable mitigation measures in the certified EIR will be undertaken.

Section 3. Development Code Amendment Findings. The City Council hereby makes the following findings for Municipal Code Amendment No. 25-0007 accordance with Section 30-40 "Purpose" of the Fontana Zoning and Development Code:

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

Findings of Fact: The Municipal code amendments modify Article XII (Sign Regulations) of the Zoning Code and encourage attractive signage in the Downtown Core by allowing flexibility in design requirements and streamlining the approval process for creative signs, sign programs, wall signs, directional signage, awning signs, canopy signs, inlay signs, graphic projecting signs, projecting signs, holiday window signs and roof signage, and prohibiting feather and yard sign. These amendments would encourage visually attractive signage in the Downtown area as a local and regional destination. The amendments are appropriate, aligning with generally accepted planning principles, compatible with surrounding land uses, and consistent with the General Plan.

Section 4. Development Code Amendment Approval. Based on the foregoing, the City Council hereby approves the amendments as set forth in MCA No. 25-0007, attached hereto as **Exhibit "A"** and incorporated herein by this reference as fully set forth herein.

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

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

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

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

APPROVED AND ADOPTED this 22nd day of July 2025

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance adopted by the City Council and was introduced at a regular meeting on the 22nd day of July 2025, and was finally passed and adopted not less than five days thereafter on the 9th day of September 2025, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk

AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30
(*Additions shown in underline, deletions shown in ~~strikeout~~)
(Divisions not referenced are to remain)

ARTICLE XII. SIGN REGULATIONS

DIVISION 2. APPLICABILITY

(Sections 30-719 to 30-721 to remain)

Table No. 30-721.A.
Exempt Signs with Limitations
Exempt signs do not require design review sign approval, but may require building permits

Sign Type	Maximum Number	Maximum Sign Area	Maximum Sign Height	Additional Requirements
1. Permanent Signs				
a. Projecting signs (Downtown only)	In addition to wall signs: 1 per tenant space	15 sf	Must be below eave line and maintain a minimum vertical clearance of at least eight feet from bottom of such sign to highest finished grade shall be maintained	• Permitted within downtown boundary only. • A tenant space shall be allowed either a Downtown Core Projecting Sign or a Projecting Sign otherwise permitted under the provisions of this Section, but not both. (Refer to the Table in Section 30-743.A(h) for specific regulations pertaining to Downtown Core Projecting Signs.) • Such signs shall project no more than four feet from the face of the building wall upon which the sign is

				mounted. • Any encroachment into City right-of-way is subject to City Engineer approval and requires an encroachment permit. • Such signs, including supporting structures, shall be designed as an integral design element of a building's architecture and shall be architecturally compatible with any building to which the sign is to be attached. Where more than one sign is provided, all signs shall be complementary to each other.
b. Suspended signs	1 per each street frontage per nonresidential tenant	4 sf	A minimum vertical clearance of at least eight feet from bottom of such sign to highest finished grade shall be maintained	• Such signs shall be limited to building frontages on the ground floor of nonresidential buildings. • Any encroachment into City right-of-way is subject to City Engineer approval and requires an encroachment permit. • Such signs, including supporting structures, shall be designed as an integral design element of a building's architecture and shall be architecturally compatible with any building to which the sign is to be attached. Where more than one sign is provided, all signs shall be complementary to each other.

c. Window signs	N/A	25 percent of the total window glass area of the first floor, including glass doors, of the building frontage.	N/A	• Such signs shall be placed so that law enforcement and public safety personnel have a clear and unobstructed view of the interior of the establishment, including cash registers. • Signs inside the building not mounted to windows shall not be located within three feet of the window. • Illuminated and electronic message window signs shall comply with Section 30-734.
				• Perforated and/or transparent window signs shall count towards the cumulative allowable sign area. • Window signs shall not be located on any window above the second story. • Window signs shall be maintained in good condition.
<u>d. Downtown Core Holiday Window Signs</u>	<u>For all window areas</u>	<u>Fifty percent of window area</u>	<u>N/A</u>	• <u>Only permitted in the Downtown Core</u> • <u>Windows signs as specified in subsection (c) above are permitted.</u> • <u>Signs shall be positioned so as to ensure a clear and unobstructed view of the interior of the establishment.</u>

				• Signs located inside the building, but not mounted on windows, must be placed at least three feet from the window. • Illuminated and electronic message window signs shall comply with Section 30-734. • Sign display is restricted to federal and state recognized holidays • Display of these signs are limited to the period beginning forty-five (45) days before a federal or state recognized holiday and ending fifteen (15) days after that holiday.

DIVISION 4. DESIGN REVIEW SIGN REQUIREMENTS

Sec. 30-725. Reviewing bodies.

The following reviewing bodies shall make decisions on the design review sign applications provided for in this article. All reviewing bodies shall be responsible for the design review sign applications indicated in Table No. 30-725.A.

DCD—Director of Community Development—Approval Body

PC—Planning Commission—Approval Body

CC—City Council—Approval Body

X—Indicates the reviewing and/or the Approval Body

Table No. 30-725.A. **Responsible Reviewing Bodies**					
	Reviewing Body			**Appeal Body**	
Permit Type	**DCD**	**PC**	**CC**	**PC**	**CC**
Design Review Temporary Sign	X			X	
Design Review Permanent Sign—General	X			X	
Design Review Permanent Sign—Freeway Sign		X			X
Design Review Permanent Sign—Electronic Message Sign	X			X	
Design Review Creative Sign (Minor)	X			X	
Design Review Creative Sign (PC)		X			X
Downtown Core Creative Sign	X			X	
Downtown Core Sign Program	X			X	

(Sections 30-726 to 30-730 to remain)

Sec. 30-731. Design review creative sign (PC).

(a) Purpose. The purposes of design review creative sign (PC) approvals are to:

(1) Encourage signs of unique design and signs that exhibit a high degree of thoughtfulness, imagination, and inventiveness;

(2) Provide a process for the application of sign regulations in ways that will allow creatively designed signs that make a positive visual contribution to the overall image of Fontana, while mitigating the impacts of large or unusually designed signs; and

(3) Provide a process for the approval of commercial murals and other emerging sign types that portray Fontana in a positive light and enhance the local aesthetic.

Figure No. 30-731.1

Examples of possible design review creative sign (PC) applications

(b) Applicability.

(1) Location. An applicant may request design review creative sign (PC) approval to authorize one on-site permanent creative sign in the following areas:

a. Within the downtown boundary. For creative signs in the **Downtown Core**, Section 30-371.1 shall apply; or

b. On properties with frontage on Baseline Avenue, Foothill Boulevard, Sierra Avenue, or Valley Boulevard.

(The rest of Section 30-731 to remain)

Sec. 30-731.1. Downtown Core Creative Sign.

(a) Purpose. The purpose of this section is to :

(1) Encourage distinctive signage that demonstrates unique design and exhibits a high degree of thoughtfulness, imagination, and inventiveness thereby creating a dynamic and attractive Downtown Core;

(2) Establish a process for implementing sign regulations that facilitate the approval of creatively designed signs that shall make a positive visual contribution to the overall image of the Downtown Core, while mitigating the impacts of large or unusually designed signs; and

(3) Provide a process for the approval of commercial or residential murals and other novel sign types that positively represent Fontana and enhance the local aesthetic.

(b) Applicability.

(1) Location. An applicant may seek approval to authorize the installation of one (1) on-site permanent creative sign within the Downtown Core.

(2) Requirements. An applicant may request approval to utilize standards that deviate from the requirements applicable to signs established in this Article, provided such deviation complies with the specific provisions of this Section, subject to the following conditions:

a. A Downtown Core Creative Sign may deviate from the applicable standards established in this article with façade modifications, when approved by the Director of Planning through a *Design Review Sign Application*.
    i. Only one Downtown Core Creative Sign may be requested per Design Review Sign Application.
b. This subsection shall not authorize general advertising where it is not otherwise allowed.
c. A Downtown Core Creative Sign approval shall not authorize any prohibited sign type or feature set forth in Section 30-722 except where specifically authorized.
d. Electronic message signs are only permitted to promote live events and screenings. The site must have a business associated with live events and/or screenings. In addition, the electronic message sign must comply with Section 30-734(c).
e. Applicants proposing an electronic message sign must have the approval of a Minor Use Permit to ensure compliance with the findings below.

(c) Findings . The following findings are required to be made by the responsible reviewing body for the approval of a Downtown Core Creative Sign application:

(1) Design criteria.
The proposed creative sign shall meet the following design criteria:
a. The sign complies with the design principles set forth in Section 30-727;

b. The sign exhibits a unique design and a high degree of imagination, inventiveness, spirit, and thoughtfulness through the use of color, graphics, proportion, quality materials, scale, and texture;
c. The sign contributes a substantial aesthetic improvement to the site and has a positive visual impact on the surrounding area;
d. The sign utilizes or enhances the architectural elements of the building and is placed in an appropriate location in relation to the overall composition of the building's façade;
e. Any proposed façade modifications are demonstrably necessary for the structural integration of the sign or are located in the immediate vicinity of the sign to enhance its visual interest;
f. Any proposed commercial mural must depict imagery directly connected with the business and project a positive impression; and
g. Electronic message signs may only be used for businesses to promote live events and screenings and must comply with Section 30-734.

(2) Contextual criteria. The creative sign shall be located and designed not to cause light and glare impacts on surrounding uses, especially residential uses. The sign shall also contain at least one of the following elements:
a. Creative image reflecting current or historic character of Fontana; or
b. Inventive representation of the logo, name, or use of the structure or business.

Sec. 30-731.~~1~~2. - Sign programs.

(a) Purpose. The purpose of the sign programs are to:
(1) Provide coordinated signage within a development project;
(2) Create common design elements;
(3) Provide customed tailored site-specific standards; and
(4) Integrate the design of signs with the overall building and landscape design to form an architectural statement.

(b) Applicability.
(1) Location. An applicant may submit a comprehensive sign program application (design review sign program) if they meet the following criteria:
a. A new or existing shopping center with a site area of six acres or more;
b. Mixed-use or commercially zoned properties; ~~and~~
c. On properties with frontage on Baseline Avenue, Foothill Boulevard, Sierra Avenue, or Valley Boulevard~~.~~; and
d. For sign programs within the **Downtown Core**, Section 30-732.1 shall apply.

(c) Findings and decision. The following findings are required to be made by the responsible reviewing body for approval of a design review creative sign (PC) application, with or without conditions:

(1) Design criteria. The proposed creative sign:
   a. Complies with the design principles set forth in Section 30-727;
   b. Has a unique design and exhibits a high degree of imagination, inventiveness, spirit, and thoughtfulness through the imaginative use of color, graphics, proportion, quality materials, scale, and texture;
   c. Contributes a substantial aesthetic improvement to the site and has a positive visual impact on the surrounding area; and
   d. Utilizes or enhances the architectural elements of the building and is placed in an appropriate location in relation to the overall composition of the building's façade.

(2) Contextual criteria. The creative sign shall be located and designed not to cause light and glare impacts on surrounding uses, especially residential uses. The sign shall also contain at least one of the following elements:
   a. Creative image reflecting current or historic character of Fontana; or
   b. Inventive representation of the logo, name, or use of the structure or business.

Sec. 30-731.3. – Downtown Core Sign Program.

(a) Purpose. The purpose of Downtown Core Sign Program is to:

(1) Provide coordinated signage within a Downtown Core site;

(2) Create common design elements;

(3) Provide custom tailored site-specific standards;

(4) Integrate the design of signs with the overall building and landscape design to form an architectural statement; and

(5) Allow façade improvements in direct vicinity of proposed signage.

(b) Applicability and Eligibility.

(1) *Location*. The Downtown Core Sign Program must pertain to sites situated within the Downtown Core.

(2) Eligibility. In addition to the general location requirement above, the site for which a Downtown Core Sign Program application is submitted must satisfy at least one of the following criteria:

   a. The site is a commercial or mixed-use property with commercial or office space measuring one (1) acre or larger, excluding any stand-alone single-family residences (including ADU's); or

   b. The site is a commercial, mixed-use, or residential property that is two (2) stories or higher.

(3) *Requirements*. An applicant may request Director's approval of a Downtown Core Sign Program through a Design Review Sign Application, consistent with the following:

a. A site plan showing the location of buildings, parking lots, driveways, lot size, building height, and landscaped area;

b. The maximum total sign area, the maximum area for individual signs, the height of signs and the number of signs allowed;

c. An accurate indication on the site plan of the proposed location of each proposed sign and existing sign which is to remain;

d. Show areas of all façade changes including color and material which must be architecturally compatible with the proposed signage and close proximity to proposed signage;

e. Lighting and sign construction materials;

f. Sign dimensions (if tenants are not known, generic dimensions may be presented);

g. Where proposed signage does not meet the requirements of existing sign regulations, the sign program shall provide enhanced design or other elements;

h. Sites along Route 66 must meet the requirements of Section 30-727; and

i. Electronic message signs are only permitted to promote live events and screenings. The site must have a business associated with live events and/or screenings. In addition, the electronic massage sign must comply with Section 30-734(c).

   i. Applicants proposing an electronic message sign must have the approval of a Minor Use Permit to ensure compliance with this section.

DIVISION 6. PERMANENT SIGNS

Sec. 30-741. Permanent sign standards by zoning district/use.

All permanent signs shall comply with the standards set forth in this division. Additional permitted signs are included for specific uses listed under Section 30-747. Table No. 30-742.A, Table No. 30-743.A, Table No. 30-744.A, and Table No. 30-745.A identify the sign type, number, location, area, and height allowed within each zoning district, along with any applicable additional regulations. The standards contained in this section are maximums, unless otherwise stated.

Sec. 30-742. Permanent sign standards for residential uses in all zoning districts.

Table No. 30-742.A. Residential Uses in All Zoning Districts				
Sign Type	**Maximum Number**	**Maximum Sign Area**	**Maximum Sign Height**	**Additional Regulations**
1. Single-Family Residential Subdivision Development in Residential Zoning Districts				
a. Monument sign	1 per major neighborhood entrance	30 sf	5 ft (includes decorative base and cap)	• Permitted only at major neighborhood entrances • See subsection 30-746(d) • See subsection 30-736(f)
2. Multiple-Family Uses				
a. Monument sign	1 per street frontage with entrance	24 sf	5 ft (includes decorative base and cap)	• Permitted only at major neighborhood entrances • See subsection 30-746(d) • See subsection 30-736(f)
b. Wall sign	1 per street frontage	16 sf **Downtown Core:** 16 sf for channel letters and 16 ft for logo	Shall not be displayed above second story and shall not extend above eave line	• See subsection 30-746(f) • See subsection 30-736(g)
c. Driveway/on-site traffic directional sign	1 per driveway **Downtown Core:**	8 sf	4 ft	• Permitted only for developments with more than

	1 per frontage and 1 per driveway			12 dwelling units • See subsections 30-736(f) and 30-736(g)

Sec. 30-743. Permanent sign standards for nonresidential uses in commercial, mixed use, and form-based zoning districts (C-1, C-2, RMU, FBC).

Table No. 30-743.A.
Nonresidential Uses in Commercial, Mixed Use, and Form-Based Zoning Districts (C-1, C-2, RMU, FBC) and Specific Plans Without Sign Programs

Sign Type	Maximum Number	Maximum Sign Area	Maximum Sign Height	Additional Regulations
a. Awning sign	N/A	25 percent of the surface area of the awning, including all valances **Downtown Core:** 30 percent of the surface area of the awning, including all valances	Awning shall not extend above eave line	• See subsection 30-746(a)
b. Canopy sign	Single Tenant: 1 per building frontage Multiple Tenant: 1 per tenant space	25 percent of the surface area of the canopy **Downtown Core:** 1 square foot of sign area permitted per each lineal foot of tenant frontage	24 inches, as measured from the lowest point on the sign	• See subsection 30-746(b)
c. Monument sign	1 for each 200 ft (lineal) of street frontage	45 sf	6 ft (includes decorative base and cap)	• See subsection 30-746(d) • See subsection 30-736(f)
d. Pylon sign	Single Tenant: 1 per street frontage with a minimum	100 sf	25 ft (includes decorative base and cap)	• Pylon signs permitted only on lots with minimum

	of 165 lineal ft of street frontage Multiple Tenant: 1 per street frontage Street frontages of 300 ft or greater may have a second pylon sign			area of two acres • Pylon signs for single tenants permitted only for those lots with frontage along Baseline Avenue, Foothill Boulevard, Sierra Avenue, or Valley Boulevard • See subsection 30-746(e) • See subsection 30-736(f)
e. Wall sign	Business frontages less than 100 ft: 1 primary wall sign per business frontage Business frontages 100 ft or more: 1 primary wall sign and 2 optional secondary wall signs per business frontage. **Downtown Core**: Secondary wall signs are permitted on every frontage with a wall sign.	Business frontages less than 100 ft: 1 sf of sign area per lineal foot of business frontage up to 100 sf. Business frontages 100 ft or more: 1 sf of sign area per lineal foot of business frontage up to 150 sf of combined primary and optional secondary wall sign areas per business frontage. Optional secondary wall signs shall not exceed 40 percent of the total wall sign area per business frontage.	Shall not extend above eave line	• See subsection 30-746(f) • See subsection 30-736(g) • **Downtown Core:** Secondary wall signs must promote the primary business. Can be located below a canopy or façade, but must have a minimum vertical clearance of at least eight feet from bottom of the secondary sign to highest finished grade.

		Downtown Core: Secondary wall sign is permitted up to 40 square feet maximum		
f. Driveway/on-site traffic directional sign	1 per driveway or drive-through lane, plus: • Single Tenant: 1 for every 300 parking spaces • Multiple Tenant: 1 for every 200 parking spaces **Downtown Core:** 1 per right-of-way frontage	Single Tenant: 8 sf per sign face Multiple Tenant: 10 sf per sign face	4 ft	• Such signs may be in the form of a monument sign, pylon sign, projecting or wall sign. • See subsections 30-736(f) and 30-736(g)
g. Freeway sign	1 per parcel having a minimum of 800 ft of freeway frontage, and is developed as a single entity	150 sf for businesses occupying less than 250,000 sf of building area 300 sf for businesses occupying 250,000 sf or more building area	50 ft (includes decorative base and cap)	• See subsection 30-746(c) • See subsection 30-736(f)
h. Projecting signs (Downtown Core)	• 1 per tenant space with 50 feet of linear frontage adjacent to the public right-of-way and 5,000 square feet of floor space	Shall not exceed one and one-half (1½) square feet for each linear foot of building frontage facing the right-of-way (Area is measured by maximum	N/A	• Permitted within **Downtown Core** only. • Tenant spaces are not permitted to have both a Projecting Sign permitted in Table 30-721.A and a

	• May exist instead of, but not in addition to, a freestanding ground sign	width by maximum height of the sign)		Projecting Sign (Downtown Core). • Must be located fifty feet from any other Projecting Signs (Downtown Core) • Such signs shall project no more than six feet from the face of the building wall upon which they are mounted. • Any encroachment by a Downtown Core Projecting Sign into the City right-of-way is subject to the approval of the City Engineer and shall require an encroachment permit. • Downtown Core Projecting Signs, including supporting structures, shall be designed as an integral architectural element of the building and must be architecturally compatible with the building to which the sign is to be attached. • The bottom edge of a Downtown Core Projecting Sign shall maintain a

				minimum clearance of nine (9) feet from ground level. • Downtown Core Projecting signs must be constructed with vertical orientation.

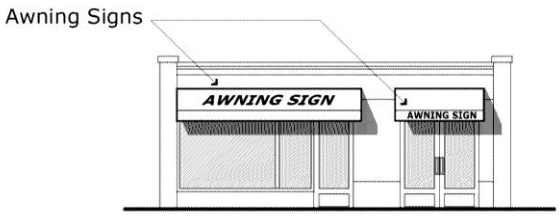
(Sections 30-744 to 30-745 to remain)

Sec. 30-746. - Standards by permanent sign type.

(a) *Awning sign.* Awning signs are permitted pursuant to Section 30-743 and Section 30-744 and the following regulations:

(1) *Location.* Awnings that display signage shall be limited to building frontages on the ground floor of buildings.

Figure No. 30-746.1.

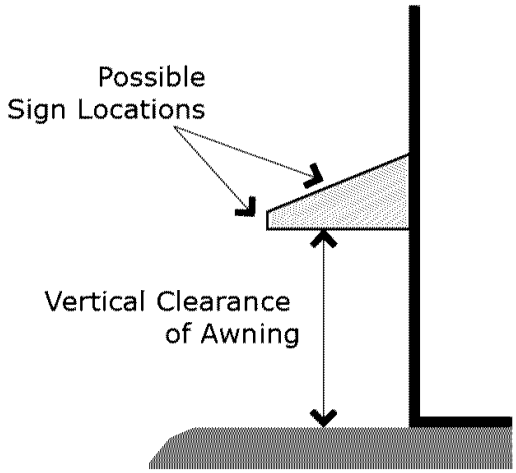


(2) *Combined sign area.* Combinations of signs on awnings, canopies, and walls are permitted but shall not exceed the maximum allowable sign area for wall signs per business frontage or building frontage. Awning signs may count as a primary wall sign or secondary wall sign.

Downtown Core: Awning signs within the Downtown Core are exempt from the maximum allowable sign area limitations that apply to wall signs.

(3) *Vertical clearance.* A minimum vertical clearance of at least eight feet from bottom of the awning, including valance, to highest finished grade shall be maintained.

Figure No. 30-746.2.



(4) *Setback and projection into public right-of-way.* A minimum of two feet between the edge of the awning and the outer curb face shall be maintained. Any encroachment

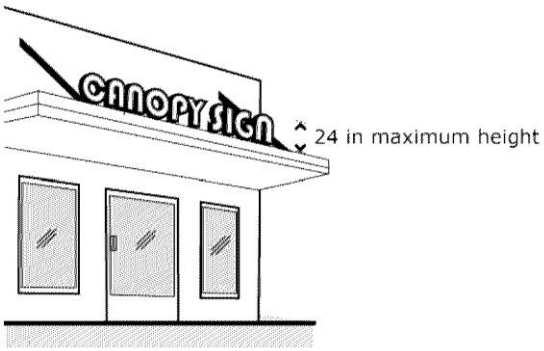
into City right-of-way is subject to City Engineer approval and requires an encroachment permit.

(b) *Canopy sign.* Canopy signs are permitted pursuant to Section 30-743 and Section 30-744 and the following regulations:

(1) *Location.* Canopies that display signage shall be limited to building frontages on the ground floor of buildings.

(2) *Height.* Canopy signs shall not project more than 24 inches above the highest point of any canopy, except for fueling station canopies pursuant to subsection 30-747(c). **Downtown Core***:* Signage located beneath a canopy is permitted, provided a minimum vertical clearance of eight (8) feet is maintained from the bottom of the sign to the highest finished grade. The maximum height of such signage shall not exceed twenty-four (24) inches..

Figure No. 30-746.3.



(3) *Combined sign area.* Combinations of signs on awnings, canopies, and walls are permitted but shall not exceed the maximum allowable sign area for wall signs per business frontage or building frontage (Does not apply to the **Downtown Core**). Canopy signs may count as a primary wall sign or secondary wall sign.

(4) *Canopy signs prohibited in combination with projecting signs.* Canopy signs shall not be permitted on street frontages with projecting signs, except for the **Downtown Core**.

(5) *Setback and projection into public right-of-way.* A minimum of two feet between the edge of the canopy and the outer curb face shall be maintained. Any encroachment into City right-of-way is subject to City Engineer approval and requires an encroachment permit.

(Subsections (c) to (e) to remain)

(f) Wall sign. Wall signs are permitted pursuant to Section 30-742, Section 30-743, Section 30-744, and Section 30-745 and the following regulations:

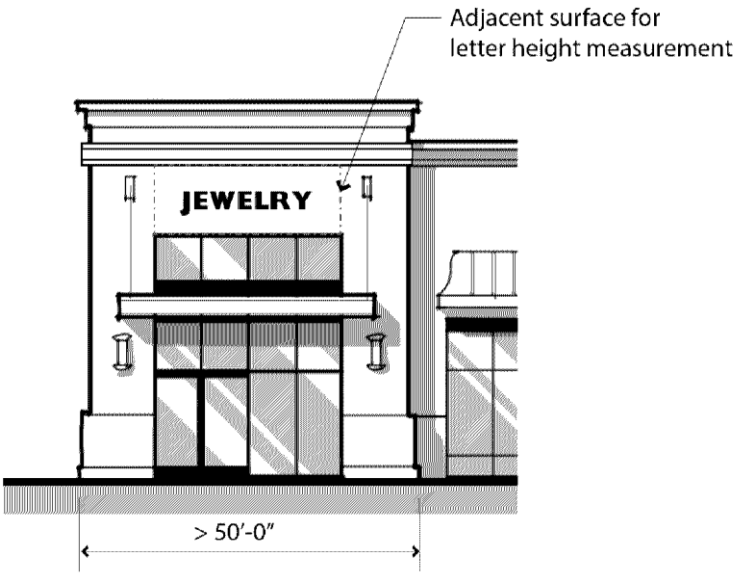
(1) Location.

a. No wall sign shall cover, wholly or partially, any wall opening.

b. Wall signs shall be placed flat against the wall of the structure and shall not project from the wall more than 12 inches.

(2) Letter height. Within multiple tenant commercial complexes, for tenants with less than 50 feet of business frontage, letter height shall be limited to 24 inches or 70 percent of the adjacent surface height, whichever is greater.

Figure No. 30-746.7.



(3) Roofs signs in lieu of primary wall signs. Where a roof sign is permitted due to a lack of available building mansard for a sign, such roof sign's allowable area shall be equivalent to the allowed sign area for wall signs. Roof signs shall count as primary wall signs.

(4) Exposed raceways. Exposed raceways for wall signs shall only be permitted by the Director of Community Development under the following circumstances:

a. The architecture of a building prevents the enclosure of a raceway within a wall (e.g., sign located on a pitched roof below the roofline of a building). In these cases, the area behind the sign shall not be visible to the public; or

b. Older complexes that extensively use cabinet signs may utilize exposed raceways, if the applicant can demonstrate that an enclosed raceway will require extensive structural changes to the exterior of a wall.

(5) **Downtown Core:** The area the wall sign is being constructed on (including the immediate adjacent area and plane surface area of the sign) may be modified when such changes enhance the visual quality of the sign. These modifications must be architecturally compatible with or enhance the aesthetic design of the attached building, including the materials, shapes and colors.

Sec. 30-747. Permanent signs for specific uses.

(All text before Table 30-747.A to remain)

Table No. 30-747.A. **Nonresidential Uses within the Downtown Boundary**				
Sign Type	**Maximum Number**	**Maximum Sign Area**	**Maximum Sign Height**	**Additional Requirements**
a. Floor Inlay Sign	1 per tenant entryway	25 sf	Such signs shall be installed flush with the pavement.	Such signs shall not be located within the public right-of-way. **Downtown Core:** May be approved in the public right of way. Any encroachment into City right-of-way is subject to City Engineer approval and requires an encroachment permit.
b. Graphic Projection Sign	1 per tenant entryway **Downtown Core:** One per frontage	10 sf **Downtown Core:** 20 sf	A minimum vertical clearance of at least eight feet from the bottom of the device projecting the sign to the highest finished grade shall be maintained.	• Graphic projection shall not blink, flash, flutter, or change light intensity, brightness, or color. • The illumination source of the projector shall not be exposed to a public right-of-way or adjacent property. • Sign projection shall not interfere with the use and enjoyment of adjacent properties, create a public nuisance, or create public safety hazards.
c. Holiday Window Signs	For all window areas	Fifty percent of window area	N/A	• Does not require permit • For cultural holidays • Limited display between forty-five days prior and fifteen days after holiday

d. Roof Sign	1 per building over 20,000 square feet	Not exceed 3 square feet for each linear foot of building frontage where the sign is located, or two hundred (200) square feet in total, whichever is lesser.	The height of the sign can only be a ratio of 2 feet of width to 1 foot of height.	• The tenant area must be 20,000 square feet or more. • The sign may contain the text identifying the local area such as the building, District, City, Downtown or Street. • The design of the sign must be superior or equal to the architecture of the building and immediate area.

DIVISION 7. - TEMPORARY SIGNS

(Sections 30-748 to 30-750 to remain)

Sec. 30-751. Temporary sign standards for nonresidential zoning districts.

Temporary signs shall comply with the standards set forth in this division. Table No. 30-751.A identifies the sign type, number, location, area, and height allowed within nonresidential zoning districts, along with any applicable additional regulations. The standards contained in Table No. 30-751.A are maximums, unless otherwise stated. The signs in Table No. 30-751.A are allowed in any combination unless otherwise noted in this division.

Table No. 30-751.A.
Nonresidential Zoning Districts

Sign Type	Maximum Number	Maximum Sign Area	Maximum Sign Height	Additional Regulations
a. Banner sign	1 per business frontage	30 sf or 10 percent of business frontage on	N/A	• For the purposes of calculating allowed

		which banner is placed, whichever is greater		banner sign area, the height of a business frontage shall be eight feet regardless of existing conditions • See subsection 30-752(a)
b. Feather sign	1 per 25 linear feet of street frontage up to 4 signs per street frontage	12 sf	10 ft	• See subsection 30-752(b) • Not permitted in the **Downtown Core**
c. Yard sign	1 per business frontage	12 sf (lots < 1 acre)	6 ft (lots < 1 acre)	• See subsection 30-752(c) • See subsection 30-721(b) • Not permitted in the **Downtown Core**
		32 sf (lots ≥ 1 acre)	8 ft (lots ≥ 1 acre)	

(Section 30-752 to remain)

File #: 25-0325
Agenda #: C.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve the Single Source Purchase of Traffic Signal Video Detection Equipment

RECOMMENDATION:
Authorize procurement of traffic signal video detection equipment from Iteris utilizing Purchasing Policy and Procedure Manual 3.1.5 Non-Competitive Proposal - Single Source/Sole Source.

Approve the purchase in the amount not to exceed $685,000 annually for three years (FY 2025/26 - 2027/28).

COUNCIL GOALS:

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

DISCUSSION:
The City currently maintains over 220 traffic signals. About one-third of those signals rely on video detection systems that have surpassed their useful service life and are no longer possible to maintain when they malfunction, as replacement parts are no longer in production. This purchase will allow the City's Traffic Signal Maintenance staff to replace malfunctioning and no-longer serviceable video detection equipment to ensure the traffic signals are operating properly and efficiently.

Iteris video detection systems have been used for all new traffic signal systems installed in the last ten years and have been used to replace systems at older traffic signals that were no longer operable. To minimize operating, programming, and maintenance costs, it is essential to utilize a single manufacturer for the regular maintenance and replacement needs of traffic signal video detection systems. Continuing to utilize the Iteris video detection system ensures compatibility with the City's existing traffic signal system and eliminates the need to expend additional funds to modify or replace other devices within the traffic signal cabinet.

Staff recommends procuring the traffic signal video detection equipment under the Purchasing Policies and Procedure Manual Section 3.1.5 as no competitive advantage would be gained from competitive pricing. RodefX is the established exclusive sales agent for the Iteris video detection

systems in Southern California, and thus is the vendor that staff will purchase the equipment through. As the exclusive sales agent, purchasing through any other third-party vendor would include a mark-up for this same equipment in Southern California and would not yield any additional advantages of competitive pricing.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is an increase in expenditures of up to $685,000 annually and is included in the FY 2025/26 and 2026/27 current budgets in Measure I 2010 -2040 Local Fund 246, account 24637518-8030.

MOTION:
Approve staff recommendation.

iteris®

949.270.9400
iteris.com

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705

June 3, 2025

To
Dave Perez
Lead Traffic Signal Maintenance Technician-Engineering
City of Fontana
Fontana CA 8353 Sierra Ave, Fontana CA 92335

Iteris sells our product direct in the California market and has established RodefX as the exclusive sales agent for our products including Iteris Next Vector, in Southern California.

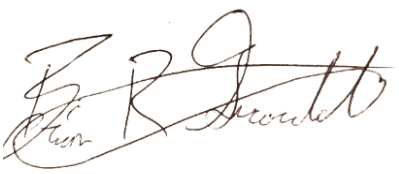
All sales requests are made to RodefX including request for quotes. Purchase orders should be made out directly to Iteris. Please send the PO to Rodefx. They will process this and send to Iteris.

Iteris has direct employees that provide technical service and support for our video detection products including turn-on and trouble calls.

If you need to schedule support for your video detection systems, please call Michelle Robinson at Iteris (mobile) 858-603-4567

If you have any questions about the product line, need cost information, or other support please feel free to contact Mike Girardot at (909) 626-0545 or (909) 921-3598.

You may also contact me at any time if you have any questions or concerns. Thank you for this opportunity.



Brian R. Girardot
Vice President, Sensor Sales
RoadwaySensors
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Ste 100
Santa Ana CA 92705-5551
Cell 916-202-0070| Sales Administration
brg@iteris.com | www.iteris.com

CITY OF FONTANA
NON-COMPETITIVE SOURCE SELECTION JUSTIFICATION

Contract/Req. No.:	25-0325	**Amendment No.:**		**Requestor:**	Ruben Hovanesian	**Date:**	9/3/25
Pre-Tax Amount:	$	**Tax:**	$	**Freight:**	$	**Total Amount:**	$ $ 685,000.00
Vendor Name:	Iteris						

FUNDING SOURCE AND AUTHORIZATION (check as applicable)

City Resources	☑	**Gov't Grant**	☐	**Other**	☐		
Certifications:		**Debarment**[4]	☐	**Anti-Lobby**[5]	☐	**Certificate(s) Attached** ☐	**Not Applicable** ☑
Fund:	246 Measure I			**Org Account:**	24637518-8030		
Equipment Screening[6]**:**	**Yes** ☐	**Not Applicable** ☑				**Title Vests: -**	
Purchase Description:	Traffic Signal Video Detection Equipment						

1. Source Selection - Competition is impracticable (Check appropriate box):

- ■ **UNAVAILABLE FROM ANY OTHER SOURCE**. No competitive advantage would be gained from competitive pricing, such as when equipment, goods, materials, supplies, personal property, or services are unique and are only available from one source. (Explain below. Include all contacts made to verify the sole source or single source situation.)
- ☐ **COOPERATIVE PURCHASING AGREEMENT**. This product or service required is being purchased under a cooperative purchasing agreement. (Explain below).
- ☐ **SAME PRICE PURCHASED BY ANOTHER PUBLIC AGENCY**. The product or service required was awarded a bid by another public agency that has purchasing procedures substantially similar to those that the city would have been required to use, and the vendor offers the same price(s) to the city that it offered to the other agency.
- ☐ **EMERGENCY**. This product or service required is due to an emergency, determined by the City Manager, which could not have been anticipated and critical need precludes any form of competition. (Purchases more than $100,000 must be presented at the next regular City Council Meeting for ratification by the City Council. Please attach supporting documentation and approval from City Manager).
- ☐ **OTHER REASON(S)**. (Explain below).

Detail information to support above justification(s):

Iteris video detection systems have been used for all new traffic signal systems installed in the last ten years and have been used to replace systems at older traffic signals that were no longer operable. To minimize operating, programming, and maintenance costs, it is essential to utilize a single manufacturer for the regular maintenance and replacement needs of traffic signal video detection systems. Continuing to utilize the Iteris video detection system ensures compatibility with the City's existing traffic signal system and eliminates the need to expend additional funds to modify or replace other devices within the traffic signal cabinet.

[4] Applies to purchases under a Federal Grant equal to or more than $25,000
[5] Applies to purchases under a Federal Grant equal to or more than $100,000
[6] Applies to equipment purchases under a Federal Grant equal to or more than $10,000

File #: 25-0326
Agenda #: D.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve an Increase to the Contract Not-To-Exceed Amount for Traffic Signal Maintenance and Repair Services (DE-24-211-SP)

RECOMMENDATION:
Approve and authorize the City Manager to increase the annual amount of not-to-exceed of $350,000 annually for both Bear Electrical Solutions, Inc. and Yunex Traffic to provide as-needed traffic signal maintenance and repair services.

Authorize the City Manager to execute any future amendments to the Maintenance Services Agreements not to exceed $35,000.

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

DISCUSSION:
On June 25, 2024, the City Council authorized the City Manager to execute a Maintenance Services Agreement with Bear Electrical Solutions, Inc. and Yunex Traffic for a not-to-exceed amount for each contractor of $120,000 individually, as well as a combined net total annual not-to-exceed amount of $120,000 in total annual expenditures for Traffic Signal Maintenance and Repair Services.

In order to allow for extraordinary responses such as the efforts following the January 2025 Santa Ana wind event, account for an increase in collisions causing extensive damage to signal equipment, and account for an increasing quantity of equipment surpassing its service life, the amount of extraordinary maintenance needs surpasses the current annual not-to-exceed contract amount.

The City's Risk Management staff diligently pursue cost recovery efforts for those costs incurred due to traffic collisions where a responsible party is identified. Traffic Signal Maintenance staff balance the allocation of City staff resources and contractor support services to perform on-going preventative maintenance work, extraordinary repair work, and project-based work to ensure excellent experience for the community in the most cost-effective manner.

Increasing the annual contract amount will allow the City to continue to maintain prompt and efficient signal maintenance and operations, and to respond to large-scale events without delay.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is an increase in expenditures of $230,000.00 and is included in the FY 2025/26 current budget in Measure I 2010-2040 Local Fund 246 in accounts 24637516-8013, 24637517-8130, 24637518-8130, and 24637518-8030.

MOTION:
Approve staff recommendation.

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CITY OF FONTANA
MAINTENANCE SERVICES AGREEMENT
DE-24-211-SP

1. PARTIES AND DATE.

This Agreement is made and entered into this 17th day of July, 2024 by and between the City of Fontana, a public agency organized under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 ("City") and Bear Electrical Solutions, Inc., a corporation with its principal place of business at 1252 State Street Alviso, CA 95002 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Traffic Signal Maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the Annual Traffic Signal Maintenance project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Traffic Signal Maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2024 to June 30, 2026, with an an option of three (3) additional years with the City, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

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3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Ruben Hovanesian, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Robert Paquette, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor

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represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state

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and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing Services, including, but not limited to, emissions limits and permitting requirements imposed by

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the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

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3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 combined single limit for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City of Fontana, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

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(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Fontana, its officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds

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provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are

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necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred Twenty Thousand dollars ($120,000) without written approval of City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 California Labor Code Requirements

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the

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performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services

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under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:
Bear Electrical Solutions, Inc.
1252 State Street
Alviso, CA 95002
Attn: Andrew Bader, CFO/COO

City:
City of Fontana
8353 Sierra Avenue
Fontana, California 92335
Attn: Elia Alvarez - Purchasing Office

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs,

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including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

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privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 City to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

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[SIGNATURES ON NEXT PAGE]

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SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF FONTANA AND BEAR ELECTRICAL SOLUTIONS, INC.

CITY OF FONTANA

By: Matthew C. Ballantyne
Matthew C. Ballantyne
City Manager

Attest:

By: Germaine McClellan Key
Germaine McClellan Key
City Clerk

Approved as to form:

Ruben Duran
Best Best & Krieger LLP
City Attorney

By: Phillip Burum
Phillip Burum
Deputy City Manager

By: Gia Kim
Gia Kim
Public Works Director / City Engineer

IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS

SM By: Rakesha L. Voss
Rakesha L. Voss
Human Resources & Risk Management Director

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Jessica Brown
Jessica Brown
Chief Financial Officer

Sid Lambert
Sid Lambert
Purchasing Manager

BEAR ELECTRICAL SOLUTIONS, INC.

By: Robert Asuncion
Robert Asuncion
Vice President

By:
Andrew Bader
CFO/COO

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EXHIBIT "A"

SCOPE OF SERVICES

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2. SCOPE OF SERVICES
DE-24-211-SP

2.1 SIGNAL MODIFICATIONS AND REPAIRS

The qualified firm shall be capable of providing the personnel and equipment to complete signal modifications as requested and directed by the City to existing traffic signals and/or its components. A non-exhaustive sampling of the work that may be requested by the City includes extending or shortening mast arms with a certified welder, relocating or adjusting poles, relocating cabinets, modifying the components within a cabinet, related foundation and conduit installation or removal, adjusting/removing/installing different detection equipment.

The qualified firm shall be able to provide the City of Fontana with certified Econolite signal equipment to be used on an on-call basis until city equipment can be furnished. The firm must have the resources and abilities to install various signal poles and controller cabinets. The firm shall be well versed with the services required at all levels of signal repair. The scope of services may include but not limited to the following:

A. Provide Econolite TS1 and TS2 certified equipment for on call basis use. This equipment may include but not be limited to the following: Signal Controller, 24 VDC Power Supply, MMU/CMU, Flash Transfer Relay, Load Switch, Detector Card, and Bus Interface Unit.
B. Perform replacements of knocked down or other damaged signal equipment including all sizes of signal poles from Type 1A to Type 61A. Also install or replace controller cabinets and Edison service pedestals.
C. Perform overhead maintenance on intersection lighting, traffic signals, street name and regulatory signs, video detection cameras and Opticom systems.
D. Provide support for underground maintenance including conduit repair, wire inspection, and wire installation.
E. Provide expertise level support for controller cabinets equipped Railroad Pre-Emption circuitry.

2.2 60 DAY COMPREHENSIVE PREVENTATIVE MAINTENANCE

To be conducted on signalized intersections designated by the City of Fontana, this list subject to change depending on the needs of the city. The scheduled routine maintenance function is performed by a maintenance technician that at a minimum is IMSA Level 2 qualified. His/her job includes all the duties and responsibilities that are deemed necessary to ensure that the City of Fontana's traffic control system operates as designed. The maintenance technician's service vehicle shall be fully equipped to enable him/her to troubleshoot and repair any malfunction found during the preventative maintenance check. This includes all aspects of the traffic control system both ground level and overhead, whether it be signal controllers, communication systems, or video detection systems. The following is a list of tasks to be completed for each signalized intersection and crosswalk. It will be at the sole discretion of the city to determine the frequency of when these checks will take place.

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CONTROLLER CABINET:

CONTROLLER CABINET MOUNTING:
Check the snugness of the nuts on the cabinet anchor bolts and tighten if necessary, being sure not to distort the cabinet door opening by over tightening. Check access to police door panel and clear of any debris.

CONTROLLER CABINET FOUNDATION SEAL:
If standing water or evidence of water is present inside the bottom of the cabinet, check the seal between the bottom of the cabinet and the foundation for deterioration and report the need for a reseal as necessary.

DOOR GASKETS:
Check all door gaskets on the controller cabinet, service cabinet and any other enclosures for evidence of moisture or deterioration. Report the need to completely replace any gaskets showing signs of leaking or deterioration.

CABINET VENTS:
Check the vents in both the cabinet door and above the door, or at the top of the cabinet to ensure that they are free of any foreign material.

AIR FILTER:
Vacuum and wash dust out of filters. Filters are permanent and require no replacing unless damaged. If damaged beyond repair, contact City staff for replacement.

CABINET FAN:
Verify that the cabinet fan operates properly with a minimum of noise. Report any non-functioning fan.

THERMOSTAT:
Verify that the cabinet fan thermostat is set at 100 degrees.

INTERIOR LIGHT:
Verify the proper operation of the cabinet's interior light. Report if not functioning.

DOOR PANEL HARNESS:
Check the harness leading from the main panel to the police and auxiliary panels on the cabinet door to ensure they are not being pinched and do not bind against the cabinet door. Adjust, if necessary.

HINGES AND LOCKS:
Check for free movement of all doors, latching assemblies and locks on the controller cabinet, service cabinet and any other enclosures. Use a minimum of oil or spray lubricant and remove any excess.

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VACUUM CABINET:
Blow or brush off shelves, terminal blocks and components and thoroughly vacuum the interior of the cabinet, including the police panel.

INSECT INFESTATION:
Check for signs of ants, wasps, or other insects within the cabinet and report any positive findings for the City to take the necessary steps for extermination and prevention.

CABINET GROUNDING:
Using appropriate equipment, annually check the resistance between AC and Ground.

SERVICE CONNECTIONS:
Verify that the neutral, ground, and AC+ connections are secure in the controller and service cabinets.

PLUG-IN COMPONENTS:
Check that each plug-in component (rack mount detectors, bus interface units, relays, load switches, etc.) fits tightly and securely.

TERMINAL CONNECTIONS:
Test each field terminal screw that it is secure.

GROUND FAULT RECEPTABLE:
Verify the proper operation of "Test" and "Reset" buttons on GFCI type outlets.

INTERSECTION RECORDS:
Ensure that all intersections cabinet wiring diagrams, signal plans, and preventative maintenance charts are current to date.

CONTROLLER OPERATION:
Manually place vehicle and pedestrian calls on each phase of the controller keypad to verify controller servicing of each active phase. Check controller logs for any faults that have occurred and take note for the file.

DETECTOR OPERATION (IN-PAVEMNENT LOOPS):
Verify the detection zones for each detector by observing the turn-on of the appropriate detection indicator as a vehicle passes over the detector loop(s). Check that a call input is placed on the corresponding controller phase. Check embedded loops for exposed wires and seal if possible.

DETECTOR OPERATION (VIDEO DETECTION):
Verify individual camera operation by monitoring the input vehicle call display on the Video Detection Unit, and from the unit to the controller. With a portable handheld video monitor, verify the video image from each camera is clear and completely visible. If necessary, clean any dirt or debris found on camera lens. Report any malfunctions to city staff immediately.

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EQUIPMENT DISPLAYS AND INDICATORS:
Verify that all LED and LCD displays and indications on all cabinet equipment are working properly.

PRE-EMPTION DEVICES:
Test all pre-emption devices for proper operation. This is to include both railroad and emergency vehicles.

SYSTEM COMMUNICATIONS:
Check operation of communication system in each controller cabinet where applicable. Verify operation of the controller modem by monitoring the front display of each unit. Report any malfunctions immediately. Verify active modem indications are working at the end of check before securing controller cabinet door closed.

BATTERY BACK-UP SYSTEM:
Check display for AC IN, UPS OUTPUT, and INVERTER indications. All should be on when utility power is supplied to the cabinet. Also check battery level and load level displays. Make note if either is out of range. Keep record of events recorded and total battery run time between maintenance checks to help indicate problem intersections.

PAN TILT ZOOM CAMERA:
Where applicable, the lens cover for each camera will be cleaned with a non-abrasive solution or dry cloth.

INTERSECTION WALK-AROUND:

GENERAL:
Remove any unauthorized signs and posters and all graffiti existing on signal poles, signal equipment, and cabinets.

SIGNAL HEADS:
Verify that all vehicle and pedestrian signal heads properly display all indications, and the signals are not damaged. Verify the alignment of all heads to the intended direction. Also verify that all back plates, visors, and visor doors are visibly secure. City staff will provide the technician assigned to maintain the City of Fontana with a surplus of LED's, pedestrian indications, visors, and back plates, as these are to be replaced immediately on discovery.

PEDESTRIAN EQUIPMENT:
Check all pedestrian push buttons and pedestrian signal indications by hand to ensure the framework and housings are securely mounted and operating properly. Verify all buttons and all WALK/DON'T WALK indications are working. City staff will provide the technician assigned to maintain the City of Fontana with a surplus of pedestrian buttons and pedestrian indications, as these are to be replaced immediately on discovery.

INTERSECTION LIGHTING:
Check operation of all intersection lighting associated with the signalized intersection. Test

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intersection lighting with the manual test switch located in the service pedestal. Verify operation of the photoelectric cell by temporary covering the photocell to mimic darkness. Troubleshoot and repair if necessary. City staff will provide the technician assigned to maintain the City of Fontana with a surplus of intersection lighting lamps as these are to be replaced immediately on discovery. If the intersection is equipped with LED fixtures in place of the high-pressure sodium lamps and found to be defective, notify city staff immediately on discovery.

SIGNAL MOUNTED SIGNS:
Visibly check all signal-mounted regulatory and overhead street name signs for deterioration, proper mounting, alignment, and operation. Secure signs as necessary. Make note of damaged or faded signs and notify the City on discovery.

PULL BOXES:
Verify all pull box covers are secure and not damaged to the point of becoming a hazard. Verify the signal wiring in the pull box shows no evidence of deterioration and conduit grounding rod is in place and secure. Report any negative findings immediately. If pull boxes are found to be filled with dirt, dig out well enough to expose wiring and inspect for damage. Notify city on discovery.

Additions and/or modifications to this list may be made by the City at anytime as the City deems appropriate in order to ensure an appropriate level of regular and preventative maintenance occurs.

2.3 EMERGENCY ON CALL SERVICE

The qualified firm shall be able to provide the City of Fontana with emergency on call services when necessary. The desired response time shall be within 1 hour barring unforeseen circumstances such as Acts of God, or traffic. Notify the city in advance should this 1 hour response time be unobtainable. This service shall be made available on 24-hour call basis 7 days a week, to include all recognized holidays, for any and every situation, routine, scheduled or emergency.

A majority of the time the City staff will make the initial assessment of the situation and convey to the firm information that may assist them in better preparing and responding to the situation. It is expected that the firm has the appropriate personnel and equipment to arrive at the situation able to determine the best course of action if not already directed by the City, and to begin the necessary activities. When the City staff do not provide an initial assessment, the firm shall be capable of having properly educated, experienced, and certified staff to respond and assess the situation.

When deemed appropriate by the City, forewarning may be provided to the firm of upcoming dates and times when their services may be needed due to anticipated events, weather, limited City staff availability, or for other reasons.

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2.4 EXTRAORDINARY MAINTENANCE

Extraordinary maintenance includes all proactive and reactive maintenance activities that are not included as part of the regular maintenance list. Items and tasks may be removed and added to either or both lists at the discretion of the City.

When extraordinary maintenance is required as the result of a preventative maintenance check or emergency call out, the expectation is that the issue will be resolved in a timely manner. Should this exceed the expectations and additional staff or materials are required to complete the task, contact the city first for authorization to proceed.

2.5 ANNUAL CONFLICT MONITOR TESTING:

It is suggested that ten (10) monitors be temporarily replaced with spare units and the originals be submitted for testing and certification at a time. The conflict monitor continuously monitors the state of the intersection and assures the signal controller equipment in functioning properly. It is critical to the safety of the motoring public that the conflict monitor is kept in operational condition it all times.

2.6 LAB SERVICES:

The qualified firm shall have the ability to accept, test, and repair Econolite traffic signal products and have them returned back to the City of Fontana in a timely manner.

2.7 LOOP DETECTION REPAIR AND INSTALLATION:

The qualified firm shall either provide themselves or identify a subcontractor to repair and install loop detectors and related conduit and equipment.

2.8 ASSIGNING TASKS AND RECORD KEEPING:

The City will provide written direction of the work to be performed or request a quote for the work to be performed. In cases where an expeditious response is important, verbal notification will be sufficient to initiate the work, with a written confirmation of the task(s) and cost to follow soon after.

If the City selects more than one firm to provide on call services, the City may either solicit quotes from both firms before assigning the work, or the City may select a firm based on the scope of work that is needed and each firm's capabilities to complete the work.
The firm will be responsible to keep and provide necessary maintenance documents derived from routine and extraordinary maintenance.

The City is currently beginning to implement a work order management software called Lucity and anticipates to have it in place for traffic signal related work by the end of 2024. Upon implementation of the software within the Traffic group, the selected firm will be provided a 30-day notice of implementation. After the 30 days, the firm and its staff shall utilize the Lucity system to receive, document, and update tasks and work orders on a regular and real-time basis.

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The City will provide the training to the staff that the firm selects on how to use Lucity. To interact with Lucity in the field, City staff will be using iPads. The selected firm may choose the same or similar device with the approval of the City's IT department (to confirm compatibility) to perform the work. Work orders will be assigned and tracked for all purposes, including billing, via Lucity or as the City determines is appropriate.

2.9 TECHNICAL REQUIREMENTS FOR MAINTENANCE TECHNICIAN

To further meet City standards for optimal signal operations, the City of Fontana requires the firm to provide a skilled technician to complete a checklist of tasks at each signalized intersection and pedestrian crosswalk. The technician should meet or exceed the following qualifications:

A. Level 2 IMSA certification, minimum
B. Certified by Econolite to repair TS2 Type 1 and 2 signal cabinets.
C. Ability to interpret blueprints and wiring schematics to aid in cabinet fault diagnostics.
D. Proficient in the programming and operations of the Cobalt, ASC/3, ASC2 – 2100, and the ASC2 – 1000 controllers.
E. Proficient in programming of Conflict Monitor Units (CMU) and Malfunction Management Units (MMU).
F. Familiar with communications systems to include Fiber Optics, Ethernet, Wireless Radio, and Leased Line Hardwire Interconnect and the associated equipment.
G. Familiar with the operation and diagnostics of video detection systems to include, Autoscope 2004, Solo Pro, Solo Tera, Iteris, RVP2, and Sensys.
H. Familiar with the operation and diagnostics of the Clary, Dimensions, and Alpha Battery Back Up Systems.
I. Ability to perform cabinet modifications and system upgrades when necessary.
J. Familiar with operations and diagnostics of the AXIS pan tilt and zoom CCTV systems.

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EXHIBIT "B"

COMPENSATION

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City of Fontana - Traffic Signal Maintenance - Proposed Fee Schedule (FY 2024-2025)
Bear Electrical Solutions, Inc.

Routine Maintenance

Annual Rate Escalation 3%

Item Description	Unit	Quantity	Unit Price	Bi-Monthly Price	Total Annual Price
Routine Maintenance - Traffic Signals	Per Intersection Per Visit	1	$ 90.00	$ 90.00	$ 540.00
Routine Maintenance - Lighted Crosswalks	Per Location Per Visit	1	$ 75.00	$ 75.00	$ 450.00
Annual Conflict Monitor Testing	Per Test	1	$ 125.00	$ 125.00	

Labor Rates

Item Description	Unit	Regular Time	Overtime	Premium Time
Electrician Foreman	Hourly	$ 125.00	$ 165.00	$ 205.00
Traffic Signal Specialist	Hourly	$ 120.00	$ 160.00	$ 200.00
Traffic Signal Technician	Hourly	$ 115.00	$ 155.00	$ 195.00
Groundsman	Hourly	$ 90.00	$ 135.00	$ 155.00
Fiber Optic Technician	Hourly	$ 120.00	$ 160.00	$ 200.00

Regular Hours are: Monday thru Friday (excluding holidays) from 07:30AM to 04:00PM.
Overtime Hours are: Monday thru Friday after the first 8 hours of regular time hours and less than 12 hours.
Premium Hours are: Working Hours outside of 4PM to 07:30AM Monday to Friday, or Holidays, all Weekend.

Equipment Rates

Item Description	Unit	Unit Rate
Pick Up Truck	Hourly	$ 20.00
Service Truck (Bucket)	Hourly	$ 35.00
Dump Truck	Hourly	$ 35.00
Crane Truck (Boom)	Hourly	$ 65.00
Air Compressor	Hourly	$ 15.00
Arrow Board	Hourly	$ 15.00

Line item Bid Schedule

Item Description	Unit	Quantity	Unit Price
Replace Type D Detecotr Loop (1 to 4 Loops)	Each	1	$ 875.00
Replace Type D Detecotr Loop (5 or more Loops)	Each	1	$ 750.00
Traffic Signal LED Installation (City-supplied material) **	Each	1	$ 60.00
PED LED Installation (City-supplied material) **	Each	1	$ 40.00

NOTE: ** Pricing based on performing installation during routine preventative maintenance

Extraordinary / Emergency Maintenance

All work outside of the above noted items, shall be considered extra work and will be billed time and material using the rates provided above and the material plus 15%markup.

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CITY OF FONTANA
MAINTENANCE SERVICES AGREEMENT
DE-24-211-SP

1. PARTIES AND DATE.

This Agreement is made and entered into this 17th day of July, 2024 by and between the City of Fontana, a public agency organized under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 ("City") and Yunex Traffic, a corporation with its principal place of business at 2250 Business Way Riverside, CA 92501 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Traffic Signal Maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the Annual Traffic Signal Maintenance project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Traffic Signal Maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2024 to June 30, 2026, with an an option of three (3) additional years with the City, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

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3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Ruben Hovanesian, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Robert Paquette, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor

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represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state

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and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing Services, including, but not limited to, emissions limits and permitting requirements imposed by

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the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

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3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 combined single limit for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City of Fontana, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

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(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Fontana, its officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds

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provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are

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necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred Twenty Thousand dollars ($120,000) without written approval of City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 California Labor Code Requirements

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the

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performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services

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under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:
Yunex Traffic
2250 Business Way
Riverside, CA 92501
Attn: Michael Hutchens, West Operations Manager

City:
City of Fontana
8353 Sierra Avenue
Fontana, California 92335
Attn: Elia Alvarez - Purchasing Office

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs,

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including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

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privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 City to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

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[SIGNATURES ON NEXT PAGE]

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SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF FONTANA AND YUNEX TRAFFIC LLC.

CITY OF FONTANA

By: Matthew C. Ballantyne
Matthew C. Ballantyne
City Manager

Attest:

By: Germaine McClellan Key
Germaine McClellan Key
City Clerk

Approved as to form:

Ruben Duran
Best Best & Krieger LLP
City Attorney

By: Phillip Burum
Phillip Burum
Deputy City Manager

By: Gia Kim
Gia Kim
Public Works Director / City Engineer

IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS

By: Rakesha L. Voss
Rakesha L. Voss
Human Resources & Risk Management Director

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Jessica Brown
Jessica Brown
Chief Financial Officer

Sid Lambert
Sid Lambert
Purchasing Manager

YUNEX TRAFFIC LLC.

By: Michael Hutchens
Michael Hutchens
West Operations Manager

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EXHIBIT "A"

SCOPE OF SERVICES

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2. SCOPE OF SERVICES
DE-24-211-SP

2.1 SIGNAL MODIFICATIONS AND REPAIRS

The qualified firm shall be capable of providing the personnel and equipment to complete signal modifications as requested and directed by the City to existing traffic signals and/or its components. A non-exhaustive sampling of the work that may be requested by the City includes extending or shortening mast arms with a certified welder, relocating or adjusting poles, relocating cabinets, modifying the components within a cabinet, related foundation and conduit installation or removal, adjusting/removing/installing different detection equipment.

The qualified firm shall be able to provide the City of Fontana with certified Econolite signal equipment to be used on an on-call basis until city equipment can be furnished. The firm must have the resources and abilities to install various signal poles and controller cabinets. The firm shall be well versed with the services required at all levels of signal repair. The scope of services may include but not limited to the following:

A. Provide Econolite TS1 and TS2 certified equipment for on call basis use. This equipment may include but not be limited to the following: Signal Controller, 24 VDC Power Supply, MMU/CMU, Flash Transfer Relay, Load Switch, Detector Card, and Bus Interface Unit.
B. Perform replacements of knocked down or other damaged signal equipment including all sizes of signal poles from Type 1A to Type 61A. Also install or replace controller cabinets and Edison service pedestals.
C. Perform overhead maintenance on intersection lighting, traffic signals, street name and regulatory signs, video detection cameras and Opticom systems.
D. Provide support for underground maintenance including conduit repair, wire inspection, and wire installation.
E. Provide expertise level support for controller cabinets equipped Railroad Pre-Emption circuitry.

2.2 60 DAY COMPREHENSIVE PREVENTATIVE MAINTENANCE

To be conducted on signalized intersections designated by the City of Fontana, this list subject to change depending on the needs of the city. The scheduled routine maintenance function is performed by a maintenance technician that at a minimum is IMSA Level 2 qualified. His/her job includes all the duties and responsibilities that are deemed necessary to ensure that the City of Fontana's traffic control system operates as designed. The maintenance technician's service vehicle shall be fully equipped to enable him/her to troubleshoot and repair any malfunction found during the preventative maintenance check. This includes all aspects of the traffic control system both ground level and overhead, whether it be signal controllers, communication systems, or video detection systems. The following is a list of tasks to be completed for each signalized intersection and crosswalk. It will be at the sole discretion of the city to determine the frequency of when these checks will take place.

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CONTROLLER CABINET:

CONTROLLER CABINET MOUNTING:
Check the snugness of the nuts on the cabinet anchor bolts and tighten if necessary, being sure not to distort the cabinet door opening by over tightening. Check access to police door panel and clear of any debris.

CONTROLLER CABINET FOUNDATION SEAL:
If standing water or evidence of water is present inside the bottom of the cabinet, check the seal between the bottom of the cabinet and the foundation for deterioration and report the need for a reseal as necessary.

DOOR GASKETS:
Check all door gaskets on the controller cabinet, service cabinet and any other enclosures for evidence of moisture or deterioration. Report the need to completely replace any gaskets showing signs of leaking or deterioration.

CABINET VENTS:
Check the vents in both the cabinet door and above the door, or at the top of the cabinet to ensure that they are free of any foreign material.

AIR FILTER:
Vacuum and wash dust out of filters. Filters are permanent and require no replacing unless damaged. If damaged beyond repair, contact City staff for replacement.

CABINET FAN:
Verify that the cabinet fan operates properly with a minimum of noise. Report any non-functioning fan.

THERMOSTAT:
Verify that the cabinet fan thermostat is set at 100 degrees.

INTERIOR LIGHT:
Verify the proper operation of the cabinet's interior light. Report if not functioning.

DOOR PANEL HARNESS:
Check the harness leading from the main panel to the police and auxiliary panels on the cabinet door to ensure they are not being pinched and do not bind against the cabinet door. Adjust, if necessary.

HINGES AND LOCKS:
Check for free movement of all doors, latching assemblies and locks on the controller cabinet, service cabinet and any other enclosures. Use a minimum of oil or spray lubricant and remove any excess.

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VACUUM CABINET:
Blow or brush off shelves, terminal blocks and components and thoroughly vacuum the interior of the cabinet, including the police panel.

INSECT INFESTATION:
Check for signs of ants, wasps, or other insects within the cabinet and report any positive findings for the City to take the necessary steps for extermination and prevention.

CABINET GROUNDING:
Using appropriate equipment, annually check the resistance between AC and Ground.

SERVICE CONNECTIONS:
Verify that the neutral, ground, and AC+ connections are secure in the controller and service cabinets.

PLUG-IN COMPONENTS:
Check that each plug-in component (rack mount detectors, bus interface units, relays, load switches, etc.) fits tightly and securely.

TERMINAL CONNECTIONS:
Test each field terminal screw that it is secure.

GROUND FAULT RECEPTABLE:
Verify the proper operation of "Test" and "Reset" buttons on GFCI type outlets.

INTERSECTION RECORDS:
Ensure that all intersections cabinet wiring diagrams, signal plans, and preventative maintenance charts are current to date.

CONTROLLER OPERATION:
Manually place vehicle and pedestrian calls on each phase of the controller keypad to verify controller servicing of each active phase. Check controller logs for any faults that have occurred and take note for the file.

DETECTOR OPERATION (IN-PAVEMNENT LOOPS):
Verify the detection zones for each detector by observing the turn-on of the appropriate detection indicator as a vehicle passes over the detector loop(s). Check that a call input is placed on the corresponding controller phase. Check embedded loops for exposed wires and seal if possible.

DETECTOR OPERATION (VIDEO DETECTION):
Verify individual camera operation by monitoring the input vehicle call display on the Video Detection Unit, and from the unit to the controller. With a portable handheld video monitor, verify the video image from each camera is clear and completely visible. If necessary, clean any dirt or debris found on camera lens. Report any malfunctions to city staff immediately.

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EQUIPMENT DISPLAYS AND INDICATORS:
Verify that all LED and LCD displays and indications on all cabinet equipment are working properly.

PRE-EMPTION DEVICES:
Test all pre-emption devices for proper operation. This is to include both railroad and emergency vehicles.

SYSTEM COMMUNICATIONS:
Check operation of communication system in each controller cabinet where applicable. Verify operation of the controller modem by monitoring the front display of each unit. Report any malfunctions immediately. Verify active modem indications are working at the end of check before securing controller cabinet door closed.

BATTERY BACK-UP SYSTEM:
Check display for AC IN, UPS OUTPUT, and INVERTER indications. All should be on when utility power is supplied to the cabinet. Also check battery level and load level displays. Make note if either is out of range. Keep record of events recorded and total battery run time between maintenance checks to help indicate problem intersections.

PAN TILT ZOOM CAMERA:
Where applicable, the lens cover for each camera will be cleaned with a non-abrasive solution or dry cloth.

INTERSECTION WALK-AROUND:

GENERAL:
Remove any unauthorized signs and posters and all graffiti existing on signal poles, signal equipment, and cabinets.

SIGNAL HEADS:
Verify that all vehicle and pedestrian signal heads properly display all indications, and the signals are not damaged. Verify the alignment of all heads to the intended direction. Also verify that all back plates, visors, and visor doors are visibly secure. City staff will provide the technician assigned to maintain the City of Fontana with a surplus of LED's, pedestrian indications, visors, and back plates, as these are to be replaced immediately on discovery.

PEDESTRIAN EQUIPMENT:
Check all pedestrian push buttons and pedestrian signal indications by hand to ensure the framework and housings are securely mounted and operating properly. Verify all buttons and all WALK/DON'T WALK indications are working. City staff will provide the technician assigned to maintain the City of Fontana with a surplus of pedestrian buttons and pedestrian indications, as these are to be replaced immediately on discovery.

INTERSECTION LIGHTING:
Check operation of all intersection lighting associated with the signalized intersection. Test

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intersection lighting with the manual test switch located in the service pedestal. Verify operation of the photoelectric cell by temporary covering the photocell to mimic darkness. Troubleshoot and repair if necessary. City staff will provide the technician assigned to maintain the City of Fontana with a surplus of intersection lighting lamps as these are to be replaced immediately on discovery. If the intersection is equipped with LED fixtures in place of the high-pressure sodium lamps and found to be defective, notify city staff immediately on discovery.

SIGNAL MOUNTED SIGNS:
Visibly check all signal-mounted regulatory and overhead street name signs for deterioration, proper mounting, alignment, and operation. Secure signs as necessary. Make note of damaged or faded signs and notify the City on discovery.

PULL BOXES:
Verify all pull box covers are secure and not damaged to the point of becoming a hazard. Verify the signal wiring in the pull box shows no evidence of deterioration and conduit grounding rod is in place and secure. Report any negative findings immediately. If pull boxes are found to be filled with dirt, dig out well enough to expose wiring and inspect for damage. Notify city on discovery.

Additions and/or modifications to this list may be made by the City at anytime as the City deems appropriate in order to ensure an appropriate level of regular and preventative maintenance occurs.

2.3 EMERGENCY ON CALL SERVICE

The qualified firm shall be able to provide the City of Fontana with emergency on call services when necessary. The desired response time shall be within 1 hour barring unforeseen circumstances such as Acts of God, or traffic. Notify the city in advance should this 1 hour response time be unobtainable. This service shall be made available on 24-hour call basis 7 days a week, to include all recognized holidays, for any and every situation, routine, scheduled or emergency.

A majority of the time the City staff will make the initial assessment of the situation and convey to the firm information that may assist them in better preparing and responding to the situation. It is expected that the firm has the appropriate personnel and equipment to arrive at the situation able to determine the best course of action if not already directed by the City, and to begin the necessary activities. When the City staff do not provide an initial assessment, the firm shall be capable of having properly educated, experienced, and certified staff to respond and assess the situation.

When deemed appropriate by the City, forewarning may be provided to the firm of upcoming dates and times when their services may be needed due to anticipated events, weather, limited City staff availability, or for other reasons.

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2.4 EXTRAORDINARY MAINTENANCE

Extraordinary maintenance includes all proactive and reactive maintenance activities that are not included as part of the regular maintenance list. Items and tasks may be removed and added to either or both lists at the discretion of the City.

When extraordinary maintenance is required as the result of a preventative maintenance check or emergency call out, the expectation is that the issue will be resolved in a timely manner. Should this exceed the expectations and additional staff or materials are required to complete the task, contact the city first for authorization to proceed.

2.5 ANNUAL CONFLICT MONITOR TESTING:

It is suggested that ten (10) monitors be temporarily replaced with spare units and the originals be submitted for testing and certification at a time. The conflict monitor continuously monitors the state of the intersection and assures the signal controller equipment in functioning properly. It is critical to the safety of the motoring public that the conflict monitor is kept in operational condition it all times.

2.6 LAB SERVICES:

The qualified firm shall have the ability to accept, test, and repair Econolite traffic signal products and have them returned back to the City of Fontana in a timely manner.

2.7 LOOP DETECTION REPAIR AND INSTALLATION:

The qualified firm shall either provide themselves or identify a subcontractor to repair and install loop detectors and related conduit and equipment.

2.8 ASSIGNING TASKS AND RECORD KEEPING:

The City will provide written direction of the work to be performed or request a quote for the work to be performed. In cases where an expeditious response is important, verbal notification will be sufficient to initiate the work, with a written confirmation of the task(s) and cost to follow soon after.

If the City selects more than one firm to provide on call services, the City may either solicit quotes from both firms before assigning the work, or the City may select a firm based on the scope of work that is needed and each firm's capabilities to complete the work.
The firm will be responsible to keep and provide necessary maintenance documents derived from routine and extraordinary maintenance.

The City is currently beginning to implement a work order management software called Lucity and anticipates to have it in place for traffic signal related work by the end of 2024. Upon implementation of the software within the Traffic group, the selected firm will be provided a 30-day notice of implementation. After the 30 days, the firm and its staff shall utilize the Lucity system to receive, document, and update tasks and work orders on a regular and real-time basis.

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The City will provide the training to the staff that the firm selects on how to use Lucity. To interact with Lucity in the field, City staff will be using iPads. The selected firm may choose the same or similar device with the approval of the City's IT department (to confirm compatibility) to perform the work. Work orders will be assigned and tracked for all purposes, including billing, via Lucity or as the City determines is appropriate.

2.9 TECHNICAL REQUIREMENTS FOR MAINTENANCE TECHNICIAN

To further meet City standards for optimal signal operations, the City of Fontana requires the firm to provide a skilled technician to complete a checklist of tasks at each signalized intersection and pedestrian crosswalk. The technician should meet or exceed the following qualifications:

A. Level 2 IMSA certification, minimum
B. Certified by Econolite to repair TS2 Type 1 and 2 signal cabinets.
C. Ability to interpret blueprints and wiring schematics to aid in cabinet fault diagnostics.
D. Proficient in the programming and operations of the Cobalt, ASC/3, ASC2 – 2100, and the ASC2 – 1000 controllers.
E. Proficient in programming of Conflict Monitor Units (CMU) and Malfunction Management Units (MMU).
F. Familiar with communications systems to include Fiber Optics, Ethernet, Wireless Radio, and Leased Line Hardwire Interconnect and the associated equipment.
G. Familiar with the operation and diagnostics of video detection systems to include, Autoscope 2004, Solo Pro, Solo Tera, Iteris, RVP2, and Sensys.
H. Familiar with the operation and diagnostics of the Clary, Dimensions, and Alpha Battery Back Up Systems.
I. Ability to perform cabinet modifications and system upgrades when necessary.
J. Familiar with operations and diagnostics of the AXIS pan tilt and zoom CCTV systems.

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EXHIBIT "B"

COMPENSATION

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YUNEX TRAFFIC

City of Fontana
Annual Contract Traffic Signal Maintenance (DE-24-211-SP)
Estimated Cost Schedule

Routine Maintenance

Item Description	Unit	Unit Price	Bi-Monthly Price	Annual Price
Traffic Signals - Bi-Monthly	1	$100.00	$100.00	$600.00
Lighted Crosswalks - Bi-Monthly	1	$75.00	$75.00	$450.00

Labor Rates

Item Description	Unit	Regular	Overtime	Premium Time
Construction Foreman	Hourly	$140.00	$175.00	$205.00
Fiber Optic Technician	Hourly	$140.00	$175.00	$205.00
Traffic Signal Technician	Hourly	$135.00	$165.00	$195.00
Groundsman	Hourly	$115.00	$165.00	$165.00

Regular, Overtime, and Premium time explanation:

- Regular Hours are Monday through Friday (excluding holidays) from 7:30am to 4:00pm.
- Overtime Hours are Monday through Friday after these work hours for the first two hours as well as Saturday for the initial 10 working hours.
- Premium Hours are Monday through Friday after two hours of OT, Saturdays after 10 hours worked in the city, all day Sunday starting at 12:00am until Monday at 7:30am and all holidays as listed per the DIR and outlined in the memo dated March 15th, 2023 (see below) starting at 12:00am until the next morning at 7:30am.
    a. https://www.dir.ca.gov/oprl/Important_Notices_Archive/03-15-2023.pdf

Equipment Rates

Item Description	Unit	Unit Rate
Pickup Truck	Hourly	$30.00
Service / Bucket Truck	Hourly	$35.00
Dump Truck	Hourly	$35.00
Crane Truck	Hourly	$60.00
Air Compressor with Tools	Hourly	$15.00
Arrow Board	Hourly	$15.00

Extraordinary Maintenance

Item Description	Unit	Unit Price
Replace Type D Detector Loop (1 to 4 loops)	Each	$675.00
Replace Type D Detector Loop (5 or more loops)	Each	$600.00
Traffic Signal LED Installation (City-Supplied Material)	Each	$69.00 **
Pedestrian LED Installation (City-Supplied Material)	Each	$45.00 **
CMU/MMU Testing	Each	$85.00 **

** **Pricing based on installing during preventative maintenance visit** **

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YUNEX TRAFFIC

Material Markup

Item Description	Unit	%
Material Markup	%	Cost + 15%

Extraordinary/Emergency Maintenance

All work outside of the above items, shall be considered extra work and will be billed on time and material using the hourly rates / material plus markup provided above.

Pricing is valid for a period of one (1) year from date of acceptance.

File #: 25-0327
Agenda #: E.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve Amendment No. 1 to Task Order for Truck Route and General Plan Update Consultant Services to Comply with AB 98 by January 1, 2026

RECOMMENDATION:
Approve and authorize the City Manager to execute Amendment No. 1 to Task Order No. 2 (DE-24-195-SQ) with Kittelson and Associates in the amount of $56,000 to complete the environmental analysis and documentation to accompany the City's Truck Routes and General Plan update to be in compliance with AB 98 requirements by January 1, 2026.

Approve and authorize the City Manager to execute any future amendments to Task Order No. 2 in the amount not to exceed $30,000.

COUNCIL GOALS:
- 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:
Assembly Bill 98 (AB 98) passed into law in September 2024, aiming to reduce the environmental and community impacts of warehouse facilities through regulation of location, design, and operations. AB 98 requires agencies to comply by January 1, 2028; however, agencies deemed to be within a "warehouse concentration region" must comply with AB 98 requirements by January 1, 2026. The City of Fontana was listed as one of the 14 agencies in a warehouse concentration region.

To comply with AB 98, the City must update its designated Truck Routes and General Plan prior to January 1, 2026 or risk being fined by the Attorney General up to $50,000 every six months until the updates have been made.

Staff released a Request for Proposals (RFP) for consultant services in support of complying with AB 98 to the firms that are on the City's pre-qualified Engineering List (DE-24-195-SQ) by notifying firms via email. Two (2) proposals were received and reviewed by staff. Based on the submitted proposals and stated qualifications, staff selected Kittelson and Associates, Inc. to provide consultant services in updating the City's Truck Routes and General Plan to be in compliance with AB 98 requirements by January 1, 2026. A Task Order was issued in April 2025 authorizing them to begin the preliminary analysis needed to determine the level of environmental analysis and documentation that would be

necessary prior to completing the General Plan Update. At this point, the level of effort has been determined and the project is ready to complete the CEQA-related environmental analysis and documentation.

With the assistance of the consultant, staff will be presenting the proposed updates and changes to the City Planning Commission and City Council for consideration and approval prior to January 1, 2026.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is an increase in expenditures of $56,000 and is included in the FY 2025/26 current budget in Measure I 2010-2040 Local Fund 246, account 24637513-8130.

MOTION:
Approve staff recommendation.

KITTELSON & ASSOCIATES

750 The City Drive, Suite 410
Orange, CA 92868
P: 714.468.1997

April 3, 2025

Kittelson Project #304410.003

Mae Lynn Alcantara
City of Fontana - Engineering Department
8353 Sierra Avenue
Fontana, CA 92335

RE: Proposal for Fontana Truck Route Map Update

Dear Ms. Alcantara:

With the passage of Assembly Bill 98 (AB 98), the State of California is placing new requirements on local agencies regarding warehousing/logistic uses and related truck traffic. Specifically, components of the legislation include prohibiting local agencies from approving new or expanded logistic uses near sensitive receptors unless comprehensive standards are met and requiring local jurisdictions to update their General Plan to include specific requirements for truck routes. The compliance deadline is January 1, 2026, for cities that are located in the warehouse concentration region, which includes the City of Fontana.

Kittelson will support the City in meeting the requirements of AB 98, including updating the City's existing truck route map, addressing the needs of both the operators and residents and other local stakeholders. For this effort, **Kittelson & Associates, Inc.** (Kittelson) is partnering with **De Novo Planning Group** (De Novo), who brings their CEQA expertise and local experience to ensure that proposed changes fulfill state environmental requirements. Collectively, we have:

- Familiarity in working in the City of Fontana and with City staff;
- Experience conducting technical analyses to support changes to General Plans;
- Experience supporting agencies in engaging residents and employer stakeholders;
- Proficiency in utilizing land use projections, travel demand models, and Big Data sources to determine truck demand characteristics; and,
- Ability to efficiently determine the required level of CEQA review for transportation projects.

The Kittelson Team will be led by **Tim Erney** and **Michael Sahimi**. They will be supported by **Starla Barker** at De Novo, providing CEQA compliance expertise. Collectively, this leadership team has the combination of local experience and technical expertise to deliver this study within schedule and budget.

Our proposal will adhere to the terms and conditions of the On-Call Engineering Services contract, dated July 24, 2024; De Novo will be held to the same terms and conditions. As a Senior Principal, I am authorized to bind Kittelson to the terms and conditions of this proposal and am authorized to sign contracts on behalf of the firm. This proposal will remain valid for 90 days from the date of submittal.

Please let me know if you need additional information regarding our proposal, key staff, schedule, and budget.

Sincerely,

Tim Erney
Senior Principal / Project Principal

Michael Sahimi
Senior Planner / Project Manager

PROJECT BACKGROUND AND UNDERSTANDING

With the passage of AB 98, the State of California is placing new requirements on local agencies regarding warehousing/logistic uses and related truck traffic. Components of this new law include the following:

- Local agencies are prohibited from approving new or expanded logistics uses near sensitive receptors, unless comprehensive, statewide standards are met.
- Cities and other local jurisdictions are required to update their General Plan mobility/circulation element to include specific requirements for truck routes.

For cities such as Fontana that are located in the state's warehouse concentration region, compliance with AB 98 is mandatory by January 1, 2026.

AB 98's requirements for truck-related updates to a General Plan mobility/circulation element include the following:

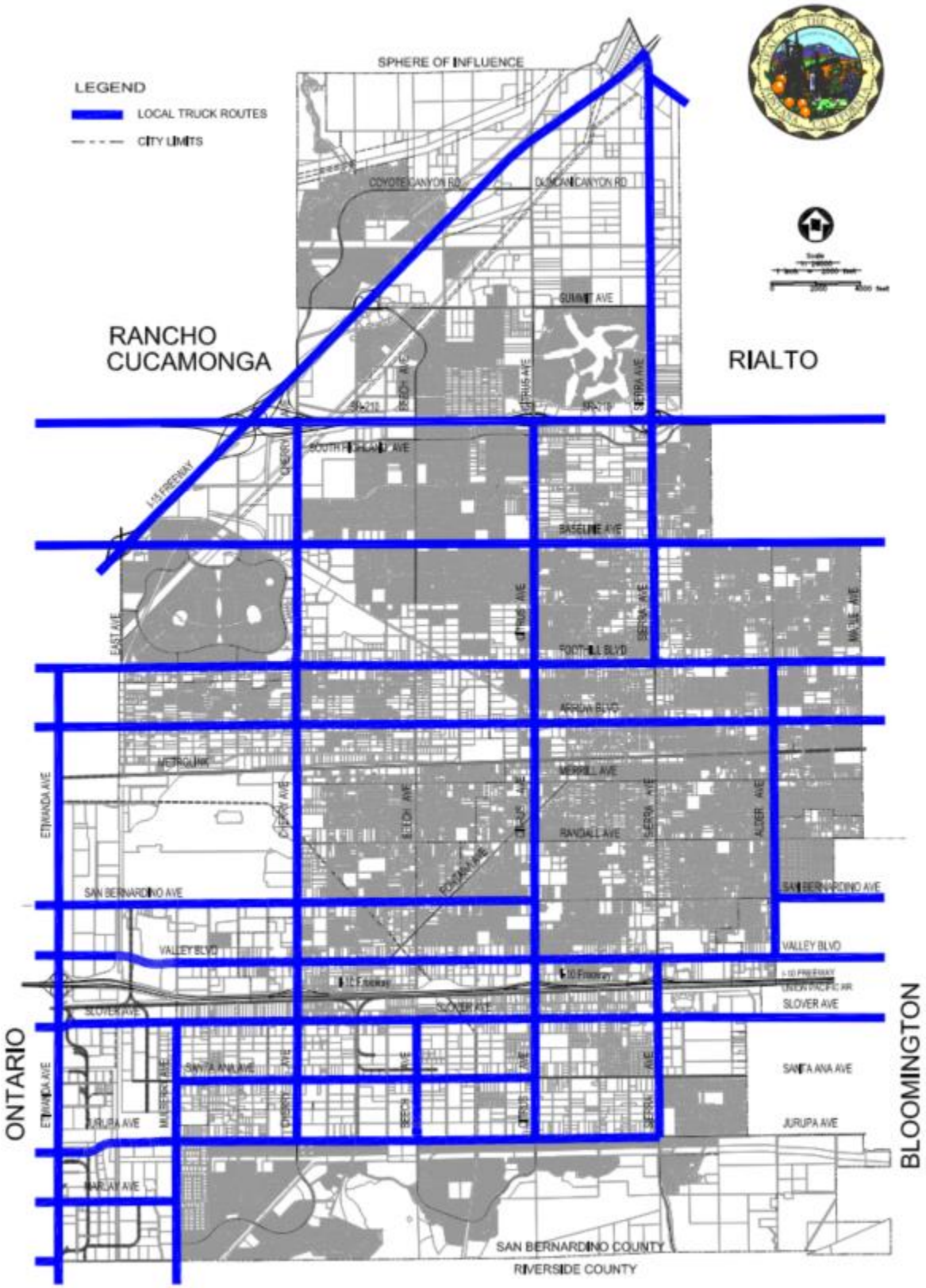
- Identify and establish specific truck routes to safely accommodate additional truck traffic and avoid residential areas and sensitive receptors.
- Maximize use of interstate or state divided highways as preferred truck routes; or arterial roads, major thoroughfares, and predominantly commercially oriented local streets when state highways or interstate highways are not utilized.
- Include requirements that logistics use projects shall be accessible by the designated truck routes.
- Other prescriptive requirements such as providing visible and noticeable truck route signage, making truck route publicly available in GIS format, and sharing the truck route map with logistics facility operators and truck drivers in the city.

The City of Fontana is looking to achieve AB 98 compliance before the 2026 deadline. Specifically at this time, the City would like to update their truck route map and corresponding updates to their General Plan Circulation Element. In addition to complying with AB 98, the City aims to address residents' feedback related to truck traffic in the city.

It should be noted that the new truck map and updated Circulation Element will trigger additional CEQA actions. In particular, the adoption of these documents is a discretionary project requiring some level of environmental clearance documentation. For instance, routing trucks to different roadways – in substantially increasing trucks on the current truck routes – may affect noise, air quality and health risks to sensitive receptors. As such, a CEQA screening will need to be conducted to determine the appropriate CEQA review and its overall scale and approval process (in other words, can it be addressed as part of a supplemental analysis to the recent General Plan EIR).

The City's existing truck route map, last revised on February 6, 2004, is shown in Figure 1. This truck route map is also reflected in the City's General Plan (adopted July 23, 2023).

Figure 1: City of Fontana Local Truck Routes Map



REVISED: FEBRUARY 6, 2004
SOURCE: HTTPS://WWW.FONTANACA.GOV/DOCUMENTCENTER/VIEW/626/LOCAL_TRUCK_ROUTES?BIDID=

TECHNICAL APPROACH

Our approach to conducting this project is based on our knowledge of the City, our familiarity with AB 98 requirements, our experience in updating General Plan transportation elements, and our team's collective experience conducting CEQA environmental assessments. For each task, we have documented our expectation of information that the City will provide or roles that it will fulfill, as well as identifying deliverables.

Task 1: Stakeholder Engagement and Meeting Attendance

Kittelson will support the City in conducting outreach with stakeholders, which may consist of local resident groups and major warehouse/logistics employers in the city. By conducting this outreach, the City can make sure it understands and balances the needs of both residents and the operators using the truck routes as the truck route map is developed. In addition, engagement with the public and key stakeholders will help ensure their support when subsequent approval and administrative actions are undertaken.

TASK 1.1: KICKOFF MEETING AND BIWEEKLY CHECK-INS

Upon receiving Notice to Proceed (NTP), Kittelson will schedule and facilitate a virtual kickoff meeting with City of Fontana staff to confirm the City's goals, expectations, deliverables, work plan, review cycles, schedule, and communication protocols. Following this kickoff meeting, Kittelson will submit a data request list to City staff.

After the kickoff meeting and until the conclusion of the project and City Council approval, Kittelson will hold 30-minute check-in calls with City staff every two weeks, as needed. It is assumed that twelve (12) of these meetings will take place.

TASK 1.2: STAKEHOLDER ENGAGEMENT MEETINGS

Kittelson will attend up to three (3) virtual or in-person meetings that will be organized, hosted, and led by City staff. We recommend that the three meetings be organized as follows:

- One (1) meeting with major logistics operators at the beginning of the project to understand their existing needs and issues related to operating trucks on city streets, as well as their key routes and origins/ destinations.
- One (1) meeting with residents and local stakeholder groups (such as homeowners) at the beginning of the project to understand their concerns and priority locations related to truck traffic.
- One (1) meeting with major logistics operators once the draft truck route map update is developed to receive their input on the proposed routes and questions they have on the proposed truck route roadways.

It is assumed that the City will organize and lead these meetings, with Kittelson preparing the presentation materials, attending the meetings to provide information and support (e.g., answer technical questions), and summarize the feedback received.

TASK 1.3: PLANNING COMMISSION AND CITY COUNCIL MEETINGS

Kittelson and De Novo staff will attend one (1) Planning Commission meeting and one (1) City Council Meeting when the project is completed to support City staff in presenting the project to Commission and Council members.

TASK 1.4: BILINGUAL SURVEYS (OPTIONAL)

As an optional task to support the City's engagement, at the beginning of the project, we can prepare two surveys; one will be for residents and the other will be for truck operators in the city. The purpose of the surveys would be to learn about the respective groups' priorities, needs, and key locations. The surveys can each include an online map for dropping pins and comments. English and Spanish versions of the surveys can be administered, if requested.

TASK 1 DELIVERABLES

- Virtual kickoff meetings
- Data request list
- Twelve (12) biweekly calls
- Attendance, materials, and summaries for three (3) stakeholder meetings
- Attendance at one (1) Planning Commission meeting
- Attendance at one (1) City Council meeting
- Online bilingual surveys (OPTIONAL)

Task 2: Truck Route Map Update

This task will consist of the technical analysis with the final output being the updated truck route map and other required edits to the City's General Plan.

TASK 2.1: BASELINE CONDITIONS AND PLANNING FRAMEWORK

Kittelson will obtain and summarize the data and planning documents that will help us understand the baseline conditions upon which the truck route network will function, as well as the planning requirements that must be incorporated into the updated map. This comprehensive review is important to identify and address the current and future transportation context and fully understand the magnitude of the level of trucking activities that would be subject to the truck route network.

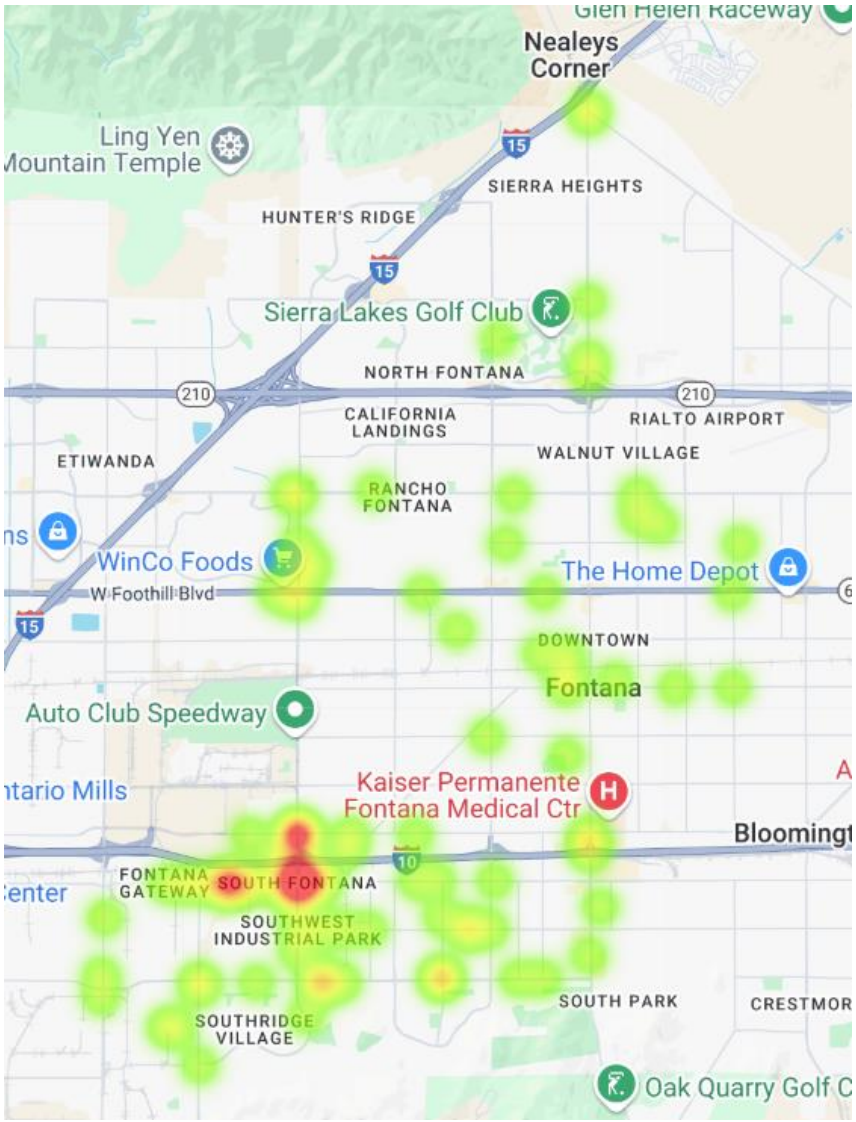
Information that we will review and summarize will include:

- Review regional resources on goods movement networks, such as those published by Caltrans, SCAG, County of San Bernardino, SBCOG, and SBCTA
- Review recent guidance on AB 98 compliance
- Review available information and map sensitive receptors in the city
- Review available heavy vehicle count data and other available data regarding truck travel patterns in the city
- Download and review SCAG Big Data database for available goods movement data such as origin-destination data

- Map and review existing and future land uses within the city, including understanding where shifts may occur in warehousing/logistics and in residential plus other sensitive receptors
- Download, review, and map truck crashes that occur on City streets, including truck crashes involving bicyclists and pedestrians, to understand where issues may be present (a heat map of 2021-2023 truck crashes occurring on City streets is provided as Figure 2)
- Review and document existing and planned multimodal facilities
- Review and document existing and planned truck routes for other jurisdictions that connect to Fontana's city boundaries

We will also collect 24-hour daily traffic volumes with heavy vehicle classifications at up to 20 roadway segments (one per roadway currently on the truck route map) to inform our understanding of current truck traffic levels and the routes that are currently being utilized, plus to support the CEQA process (see Task 3).

Figure 2: Truck Crash Heat Map (2021-2023)



SOURCE: TRANSPORTATION INJURY MAPPING SYSTEM (TIMS), SAFE TRANSPORTATION RESEARCH AND EDUCATION CENTER, UNIVERSITY OF CALIFORNIA, BERKELEY.

In addition, Kittelson staff will conduct a field tour (anticipated to be approximately two hours on a typical weekday midday) through the City, focused on observing conditions and land uses along the current truck network, confirming the location and access routes to the major warehousing/logistic buildings, and identifying roadways with higher levels of bicycle, pedestrian and local access activities. We welcome the participation of City staff during this field visit. The results of this field review will be mapped and incorporated into the existing conditions documentation.

TASK 2.2: DRAFT TRUCK ROUTE MAP

Based on our review of existing conditions, field observations, and the planning framework, plus stakeholder input, Kittelson will develop a draft updated truck route map. We will add or delete streets from the City's existing truck route map so that it fulfills AB 98 requirements by maximizing the use of arterial roadways and commercial streets and striving to avoid paths through residential areas and sensitive receptors. We will review the streets that are included on the updated map to determine if any geometric improvements are recommended to accommodate heavy vehicles, such as speed limits, modified corner radii, or vertical clearances (note, however, that this will not include traffic operations analysis). The map and the associated background documentation will be submitted to the City for review.

Kittelson will prepare a second draft of the updated map and improvements list based on one round of consolidated comments, and a final map and improvements documentation based on a set of consolidated comments.

TASK 2.3: UPDATE GENERAL PLAN

AB 98 requires that a general plan both identify truck routes and include requirements that logistics/warehousing projects use the defined truck routes. In addition to preparing the truck route map to replace the existing General Plan exhibit, we will prepare edits and additions to the City's Circulation Element goals, policies, and actions to fulfill AB 98 requirements. Note that this will not include any changes to other General Plan elements, such as the Land Use Element.

TASK 2 DELIVERABLES

- 24-hour daily traffic volumes with heavy vehicle classifications at up to 20 roadway segments
- Baseline conditions and planning framework memo
- First draft, second draft, and final truck route map and recommended improvements list
- Recommended updates to General Plan Circulation Element goals, policies, and actions

Task 3: CEQA Review

The truck route map update (and corresponding updates to the General Plan) is a discretionary project requiring environmental review pursuant to CEQA. At this time, the level of environmental review cannot be definitively determined, as it will depend upon the level of change in the truck network and the associated volumes of trucking that would result. In particular, modifications to the truck routes may result in shifts in truck traffic, likely concentrating truck travel along specific routes with the potential to affect sensitive receptors. We understand that in addition to compliance with AB 98, a priority of the City is to address residents' concerns related to truck traffic along residential or other local roadways. To address these concerns, it will likely involve avoiding or reducing to

the extent possible truck trips within areas of sensitive receptors. To inform the modifications to the truck routes and provide the information needed to determine the appropriate CEQA review, the following technical analysis will be needed.

TASK 3.1: NOISE ANALYSIS

Up to five (5) 24-hour noise measurements (long-term) and up to ten (10) 15-minute noise measurements (short-term) will be conducted to document baseline conditions along existing truck routes to calibrate the roadway noise model. The locations of the noise measurements will be determined in conjunction with City staff.

Existing and Existing plus truck traffic noise levels affected by the modifications to the truck routes will be calculated using FHWA modeling techniques to determine the increase in ambient noise levels. Existing and future noise levels will be modeled along identified truck routes using the SoundPLAN noise model and traffic noise contour maps that graphically represent Existing and Buildout traffic noise modeling results will be prepared. The traffic noise modeling results will be evaluated relative to the City's Noise Compatibility Matrix.

The existing noise environment, predicted future noise environment, and potential Project impacts pursuant to the City's General Plan will be documented, Municipal Code, and CEQA significance thresholds will be prepared to support the CEQA compliance determination. This scope of work assumes up to one (1) meeting via conference call with the technical noise specialist.

TASK 3.2: HEALTH RISK ASSESSMENT

Working with City staff, up to three (3) of the highest volume truck trip concentration areas with closest proximity to sensitive receptors along the proposed truck routes will be identified as a sample to conduct a health risk assessment screening analysis. The results of this assessment will provide important information in understanding if the proposed modifications to the truck routes will result in a potential health risk to sensitive receptors. If the results of the three highest volume truck trip concentration areas are not exceeded, it can be concluded that thresholds would not be exceeded along the truck routes. However, if the analysis exceeds the health risk thresholds within the sample areas, additional sites/areas may need to be analyzed to determine the extent of impacts. Note that a separate scope and fee would be required for this additional analysis.

TASK 3.3: SB 18 CONSULTATION

Under SB 18, the City is required to consult with California Native American tribes when amending the General Plan. De Novo will contact the Native American Heritage Commission (NAHC) and request a SB 18 tribal contact list. De Novo will draft letters to those tribes on the list and provide for City review. De Novo will revise and finalize the letters and mail the letters via certified mail to the Tribal Representatives provided by the NAHC. The City will be responsible for responding to any requests for consultation received from the tribes; De Novo does not anticipate participation in consultation meetings.

TASK 3.4: CEQA REVIEW LEVEL DETERMINATION MEMORANDUM

In addition to the above technical analysis, De Novo will review modifications to the truck routes and any additional revisions to the City's Circulation Element relative to the CEQA guidelines and provide a

recommendation as to the appropriate CEQA clearance documentation. We will prepare a memo documenting the type of CEQA document recommended for the City's consideration, based on the analyses outlined above.

TASK 3.5: CEQA DOCUMENTATION

For purposes of this scope of work and corresponding budget, preparation of an Addendum to the General Plan EIR is assumed. If it is determined that the CEQA clearance documentation will be more or less extensive (compared to the Addendum work program and budget), an adjustment to the task order and budget will be provided.

De Novo will prepare an Administrative Draft Addendum to the General Plan EIR for the City's review. The Addendum will include an Introduction, Project Description, Summary of the General Plan EIR conclusions and comparative environmental analysis of the proposed Project, and Addendum Finding. The Environmental Analysis will be patterned after the environmental thresholds within the General Plan EIR and provide a summary of impacts associated with the proposed action.

De Novo will respond to one complete set of consolidated comments from City staff on the Administrative Draft Addendum. The Revised Draft Addendum will be provided to City staff with all revisions made in track changes to assist in review of the document.

De Novo will respond to a second review of the Addendum. This task assumes substantive comments will be raised as part of the Administrative Draft Addendum task. Upon approval, De Novo will prepare the Final Addendum for consideration by the Planning Commission and City Council.

TASK 3 DELIVERABLES

- Noise report
- Health risk assessment
- SB 18 tribal contact list and letters
- CEQA review level determination memo
- Administrative Draft, Revised Draft, and Final Addendum

SCHEDULE AND BUDGET

Overall, the Kittelson Team is anticipating a **6 month** project schedule and a budget of **$149,028** to prepare the deliverables in the approach documented above. The optional bilingual surveys subtask (Task 1.4) is separately budgeted at **$6,713**. The schedule and budget include the following assumptions on the study process:

- Notice to Proceed on May 1, 2025.
- 30-minute project team meeting every two (2) weeks.
- One-week or two-week review times by the City, as shown in the schedule below.
- If it is determined that the CEQA clearance documentation will be more or less extensive (compared to the assumed General Plan EIR Addendum), an adjustment to the budget will be provided.
- The schedule for each task and subtask has been developed to achieve the City's desired project completion deadline, assuming that an EIR Addendum will be required.
- Inclusion of any add-on tasks would increase the schedule and budget commensurate to the level of effort required.

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CITY OF FONTANA

STANDARD TASK ORDER FORM

Consultant: Kittelson & Associates, Inc. **Date:** 04/17/2025 **Proposal Bid No.:** DE-24-195-SQ	**Task Order #:** 2 **Contract No.:** DE-24-195-SQ **Budget No.:** 24637513-8130 **Task / Project Name:** AB98 Truck Route Update

Description of Services:

Update City's Truck Routes and Circulation Element in accordance to AB98 Tasks 1.1, 1.2, 2.1, 2.2, 3.1, and 3.2

Estimated Start Date: 04/17/2025

Estimated End Date 01/01/2026

Dollar Amount of Task Order: Not to exceed $ 99,418.00

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

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

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

CITY OF FONTANA

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

By: Phillip Burum
Deputy City Manager

RH By: Gia Kim
Department of Engineering

Kittelson & Associates, Inc.

By: [signature]

Attest: [1]

By: _____

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Jessica Brown
Finance

Sid Lambert
Purchasing Office

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

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KITTELSON & ASSOCIATES
750 The City Drive, Suite 410
Orange, CA 92868
P: 714.468.1997

April 3, 2025 Kittelson Project #304410.003

Mae Lynn Alcantara
City of Fontana - Engineering Department
8353 Sierra Avenue
Fontana, CA 92335

RE: Proposal for Fontana Truck Route Map Update

Dear Ms. Alcantara:

With the passage of Assembly Bill 98 (AB 98), the State of California is placing new requirements on local agencies regarding warehousing/logistic uses and related truck traffic. Specifically, components of the legislation include prohibiting local agencies from approving new or expanded logistic uses near sensitive receptors unless comprehensive standards are met and requiring local jurisdictions to update their General Plan to include specific requirements for truck routes. The compliance deadline is January 1, 2026, for cities that are located in the warehouse concentration region, which includes the City of Fontana.

Kittelson will support the City in meeting the requirements of AB 98, including updating the City's existing truck route map, addressing the needs of both the operators and residents and other local stakeholders. For this effort, **Kittelson & Associates, Inc.** (Kittelson) is partnering with **De Novo Planning Group** (De Novo), who brings their CEQA expertise and local experience to ensure that proposed changes fulfill state environmental requirements. Collectively, we have:

- Familiarity in working in the City of Fontana and with City staff;
- Experience conducting technical analyses to support changes to General Plans;
- Experience supporting agencies in engaging residents and employer stakeholders;
- Proficiency in utilizing land use projections, travel demand models, and Big Data sources to determine truck demand characteristics; and,
- Ability to efficiently determine the required level of CEQA review for transportation projects.

The Kittelson Team will be led by **Tim Erney** and **Michael Sahimi**. They will be supported by **Starla Barker** at De Novo, providing CEQA compliance expertise. Collectively, this leadership team has the combination of local experience and technical expertise to deliver this study within schedule and budget.

Our proposal will adhere to the terms and conditions of the On-Call Engineering Services contract, dated July 24, 2024; De Novo will be held to the same terms and conditions. As a Senior Principal, I am authorized to bind Kittelson to the terms and conditions of this proposal and am authorized to sign contracts on behalf of the firm. This proposal will remain valid for 90 days from the date of submittal.

Please let me know if you need additional information regarding our proposal, key staff, schedule, and budget.

Sincerely,

Tim Erney
Senior Principal / Project Principal

Michael Sahimi
Senior Planner / Project Manager

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PROJECT BACKGROUND AND UNDERSTANDING

With the passage of AB 98, the State of California is placing new requirements on local agencies regarding warehousing/logistic uses and related truck traffic. Components of this new law include the following:

- Local agencies are prohibited from approving new or expanded logistics uses near sensitive receptors, unless comprehensive, statewide standards are met.
- Cities and other local jurisdictions are required to update their General Plan mobility/circulation element to include specific requirements for truck routes.

For cities such as Fontana that are located in the state's warehouse concentration region, compliance with AB 98 is mandatory by January 1, 2026.

AB 98's requirements for truck-related updates to a General Plan mobility/circulation element include the following:

- Identify and establish specific truck routes to safely accommodate additional truck traffic and avoid residential areas and sensitive receptors.
- Maximize use of interstate or state divided highways as preferred truck routes; or arterial roads, major thoroughfares, and predominantly commercially oriented local streets when state highways or interstate highways are not utilized.
- Include requirements that logistics use projects shall be accessible by the designated truck routes.
- Other prescriptive requirements such as providing visible and noticeable truck route signage, making truck route publicly available in GIS format, and sharing the truck route map with logistics facility operators and truck drivers in the city.

The City of Fontana is looking to achieve AB 98 compliance before the 2026 deadline. Specifically at this time, the City would like to update their truck route map and corresponding updates to their General Plan Circulation Element. In addition to complying with AB 98, the City aims to address residents' feedback related to truck traffic in the city.

It should be noted that the new truck map and updated Circulation Element will trigger additional CEQA actions. In particular, the adoption of these documents is a discretionary project requiring some level of environmental clearance documentation. For instance, routing trucks to different roadways – in substantially increasing trucks on the current truck routes – may affect noise, air quality and health risks to sensitive receptors. As such, a CEQA screening will need to be conducted to determine the appropriate CEQA review and its overall scale and approval process (in other words, can it be addressed as part of a supplemental analysis to the recent General Plan EIR).

The City's existing truck route map, last revised on February 6, 2004, is shown in Figure 1. This truck route map is also reflected in the City's General Plan (adopted July 23, 2023).

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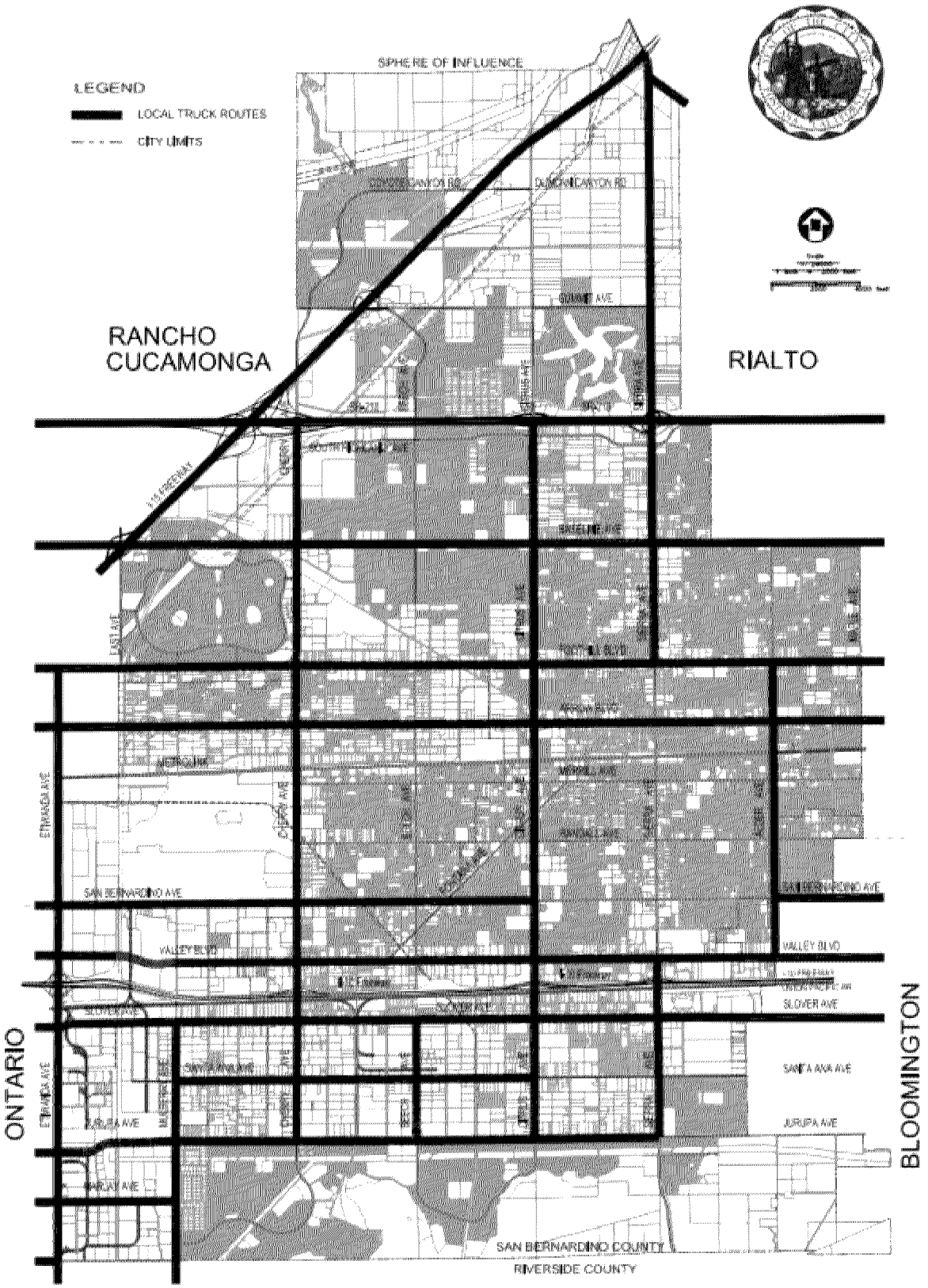
Figure 1: City of Fontana Local Truck Routes Map



REVISED: FEBRUARY 6, 2004
SOURCE: HTTPS://WWW.FONTANACA.GOV/DOCUMENTCENTER/VIEW/626/LOCAL_TRUCK_ROUTES?BIDID=

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TECHNICAL APPROACH

Our approach to conducting this project is based on our knowledge of the City, our familiarity with AB 98 requirements, our experience in updating General Plan transportation elements, and our team's collective experience conducting CEQA environmental assessments. For each task, we have documented our expectation of information that the City will provide or roles that it will fulfill, as well as identifying deliverables.

Task 1: Stakeholder Engagement and Meeting Attendance

Kittelson will support the City in conducting outreach with stakeholders, which may consist of local resident groups and major warehouse/logistics employers in the city. By conducting this outreach, the City can make sure it understands and balances the needs of both residents and the operators using the truck routes as the truck route map is developed. In addition, engagement with the public and key stakeholders will help ensure their support when subsequent approval and administrative actions are undertaken.

TASK 1.1: KICKOFF MEETING AND BIWEEKLY CHECK-INS

Upon receiving Notice to Proceed (NTP), Kittelson will schedule and facilitate a virtual kickoff meeting with City of Fontana staff to confirm the City's goals, expectations, deliverables, work plan, review cycles, schedule, and communication protocols. Following this kickoff meeting, Kittelson will submit a data request list to City staff.

After the kickoff meeting and until the conclusion of the project and City Council approval, Kittelson will hold 30-minute check-in calls with City staff every two weeks, as needed. It is assumed that twelve (12) of these meetings will take place.

TASK 1.2: STAKEHOLDER ENGAGEMENT MEETINGS

Kittelson will attend up to three (3) virtual or in-person meetings that will be organized, hosted, and led by City staff. We recommend that the three meetings be organized as follows:

- One (1) meeting with major logistics operators at the beginning of the project to understand their existing needs and issues related to operating trucks on city streets, as well as their key routes and origins/ destinations.
- One (1) meeting with residents and local stakeholder groups (such as homeowners) at the beginning of the project to understand their concerns and priority locations related to truck traffic.
- One (1) meeting with major logistics operators once the draft truck route map update is developed to receive their input on the proposed routes and questions they have on the proposed truck route roadways.

It is assumed that the City will organize and lead these meetings, with Kittelson preparing the presentation materials, attending the meetings to provide information and support (e.g., answer technical questions), and summarize the feedback received.

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TASK 1.3: PLANNING COMMISSION AND CITY COUNCIL MEETINGS

Kittelson and De Novo staff will attend one (1) Planning Commission meeting and one (1) City Council Meeting when the project is completed to support City staff in presenting the project to Commission and Council members.

TASK 1.4: BILINGUAL SURVEYS (OPTIONAL)

As an optional task to support the City's engagement, at the beginning of the project, we can prepare two surveys; one will be for residents and the other will be for truck operators in the city. The purpose of the surveys would be to learn about the respective groups' priorities, needs, and key locations. The surveys can each include an online map for dropping pins and comments. English and Spanish versions of the surveys can be administered, if requested.

TASK 1 DELIVERABLES

- Virtual kickoff meetings
- Data request list
- Twelve (12) biweekly calls
- Attendance, materials, and summaries for three (3) stakeholder meetings
- Attendance at one (1) Planning Commission meeting
- Attendance at one (1) City Council meeting
- Online bilingual surveys (OPTIONAL)

Task 2: Truck Route Map Update

This task will consist of the technical analysis with the final output being the updated truck route map and other required edits to the City's General Plan.

TASK 2.1: BASELINE CONDITIONS AND PLANNING FRAMEWORK

Kittelson will obtain and summarize the data and planning documents that will help us understand the baseline conditions upon which the truck route network will function, as well as the planning requirements that must be incorporated into the updated map. This comprehensive review is important to identify and address the current and future transportation context and fully understand the magnitude of the level of trucking activities that would be subject to the truck route network.

Information that we will review and summarize will include:

- Review regional resources on goods movement networks, such as those published by Caltrans, SCAG, County of San Bernardino, SBCOG, and SBCTA
- Review recent guidance on AB 98 compliance
- Review available information and map sensitive receptors in the city
- Review available heavy vehicle count data and other available data regarding truck travel patterns in the city
- Download and review SCAG Big Data database for available goods movement data such as origin-destination data

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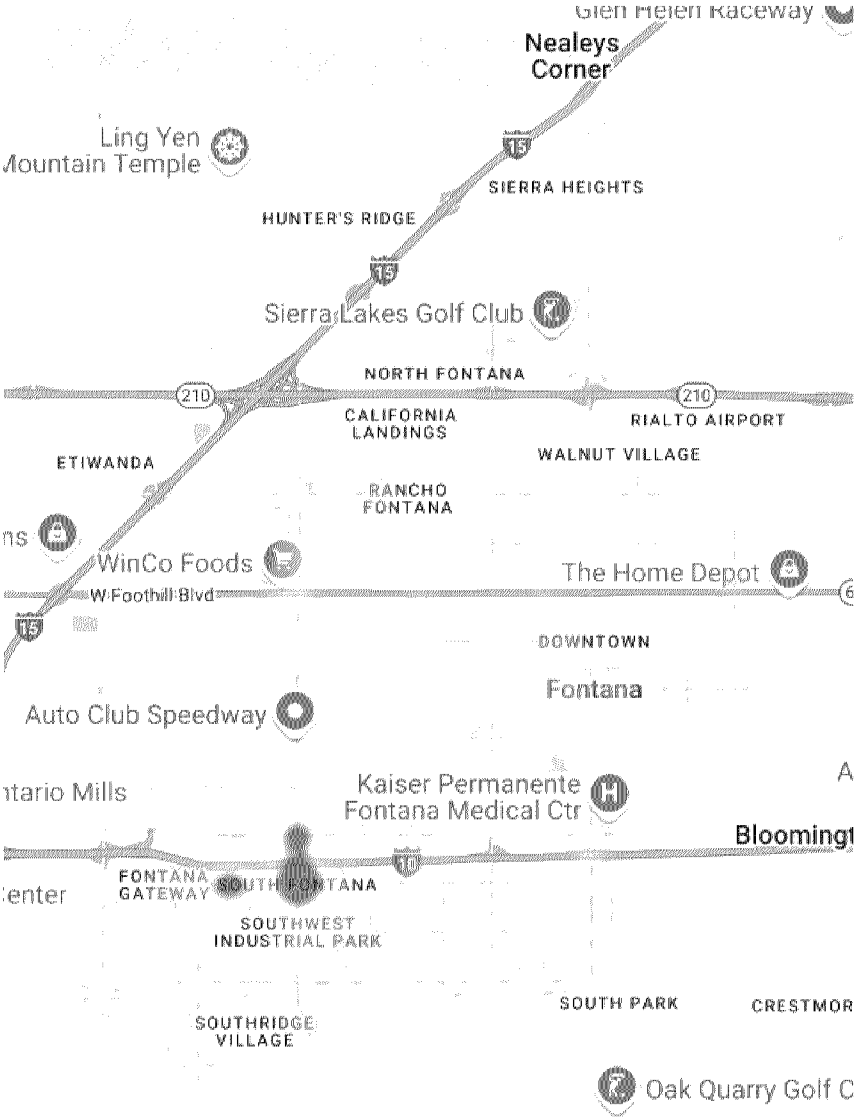
- Map and review existing and future land uses within the city, including understanding where shifts may occur in warehousing/logistics and in residential plus other sensitive receptors
- Download, review, and map truck crashes that occur on City streets, including truck crashes involving bicyclists and pedestrians, to understand where issues may be present (a heat map of 2021-2023 truck crashes occurring on City streets is provided as Figure 2)
- Review and document existing and planned multimodal facilities
- Review and document existing and planned truck routes for other jurisdictions that connect to Fontana's city boundaries

We will also collect 24-hour daily traffic volumes with heavy vehicle classifications at up to 20 roadway segments (one per roadway currently on the truck route map) to inform our understanding of current truck traffic levels and the routes that are currently being utilized, plus to support the CEQA process (see Task 3).

Figure 2: Truck Crash Heat Map (2021-2023)



SOURCE: TRANSPORTATION INJURY MAPPING SYSTEM (TIMS), SAFE TRANSPORTATION RESEARCH AND EDUCATION CENTER, UNIVERSITY OF CALIFORNIA, BERKELEY.

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In addition, Kittelson staff will conduct a field tour (anticipated to be approximately two hours on a typical weekday midday) through the City, focused on observing conditions and land uses along the current truck network, confirming the location and access routes to the major warehousing/logistic buildings, and identifying roadways with higher levels of bicycle, pedestrian and local access activities. We welcome the participation of City staff during this field visit. The results of this field review will be mapped and incorporated into the existing conditions documentation.

TASK 2.2: DRAFT TRUCK ROUTE MAP

Based on our review of existing conditions, field observations, and the planning framework, plus stakeholder input, Kittelson will develop a draft updated truck route map. We will add or delete streets from the City's existing truck route map so that it fulfills AB 98 requirements by maximizing the use of arterial roadways and commercial streets and striving to avoid paths through residential areas and sensitive receptors. We will review the streets that are included on the updated map to determine if any geometric improvements are recommended to accommodate heavy vehicles, such as speed limits, modified corner radii, or vertical clearances (note, however, that this will not include traffic operations analysis). The map and the associated background documentation will be submitted to the City for review.

Kittelson will prepare a second draft of the updated map and improvements list based on one round of consolidated comments, and a final map and improvements documentation based on a set of consolidated comments.

TASK 2.3: UPDATE GENERAL PLAN

AB 98 requires that a general plan both identify truck routes and include requirements that logistics/warehousing projects use the defined truck routes. In addition to preparing the truck route map to replace the existing General Plan exhibit, we will prepare edits and additions to the City's Circulation Element goals, policies, and actions to fulfill AB 98 requirements. Note that this will not include any changes to other General Plan elements, such as the Land Use Element.

TASK 2 DELIVERABLES

- 24-hour daily traffic volumes with heavy vehicle classifications at up to 20 roadway segments
- Baseline conditions and planning framework memo
- First draft, second draft, and final truck route map and recommended improvements list
- Recommended updates to General Plan Circulation Element goals, policies, and actions

Task 3: CEQA Review

The truck route map update (and corresponding updates to the General Plan) is a discretionary project requiring environmental review pursuant to CEQA. At this time, the level of environmental review cannot be definitively determined, as it will depend upon the level of change in the truck network and the associated volumes of trucking that would result. In particular, modifications to the truck routes may result in shifts in truck traffic, likely concentrating truck travel along specific routes with the potential to affect sensitive receptors. We understand that in addition to compliance with AB 98, a priority of the City is to address residents' concerns related to truck traffic along residential or other local roadways. To address these concerns, it will likely involve avoiding or reducing to

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the extent possible truck trips within areas of sensitive receptors. To inform the modifications to the truck routes and provide the information needed to determine the appropriate CEQA review, the following technical analysis will be needed.

TASK 3.1: NOISE ANALYSIS

Up to five (5) 24-hour noise measurements (long-term) and up to ten (10) 15-minute noise measurements (short-term) will be conducted to document baseline conditions along existing truck routes to calibrate the roadway noise model. The locations of the noise measurements will be determined in conjunction with City staff.

Existing and Existing plus truck traffic noise levels affected by the modifications to the truck routes will be calculated using FHWA modeling techniques to determine the increase in ambient noise levels. Existing and future noise levels will be modeled along identified truck routes using the SoundPLAN noise model and traffic noise contour maps that graphically represent Existing and Buildout traffic noise modeling results will be prepared. The traffic noise modeling results will be evaluated relative to the City's Noise Compatibility Matrix.

The existing noise environment, predicted future noise environment, and potential Project impacts pursuant to the City's General Plan will be documented, Municipal Code, and CEQA significance thresholds will be prepared to support the CEQA compliance determination. This scope of work assumes up to one (1) meeting via conference call with the technical noise specialist.

TASK 3.2: HEALTH RISK ASSESSMENT

Working with City staff, up to three (3) of the highest volume truck trip concentration areas with closest proximity to sensitive receptors along the proposed truck routes will be identified as a sample to conduct a health risk assessment screening analysis. The results of this assessment will provide important information in understanding if the proposed modifications to the truck routes will result in a potential health risk to sensitive receptors. If the results of the three highest volume truck trip concentration areas are not exceeded, it can be concluded that thresholds would not be exceeded along the truck routes. However, if the analysis exceeds the health risk thresholds within the sample areas, additional sites/areas may need to be analyzed to determine the extent of impacts. Note that a separate scope and fee would be required for this additional analysis.

TASK 3.3: SB 18 CONSULTATION

Under SB 18, the City is required to consult with California Native American tribes when amending the General Plan. De Novo will contact the Native American Heritage Commission (NAHC) and request a SB 18 tribal contact list. De Novo will draft letters to those tribes on the list and provide for City review. De Novo will revise and finalize the letters and mail the letters via certified mail to the Tribal Representatives provided by the NAHC. The City will be responsible for responding to any requests for consultation received from the tribes; De Novo does not anticipate participation in consultation meetings.

TASK 3.4: CEQA REVIEW LEVEL DETERMINATION MEMORANDUM

In addition to the above technical analysis, De Novo will review modifications to the truck routes and any additional revisions to the City's Circulation Element relative to the CEQA guidelines and provide a

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recommendation as to the appropriate CEQA clearance documentation. We will prepare a memo documenting the type of CEQA document recommended for the City's consideration, based on the analyses outlined above.

TASK 3.5: CEQA DOCUMENTATION

For purposes of this scope of work and corresponding budget, preparation of an Addendum to the General Plan EIR is assumed. If it is determined that the CEQA clearance documentation will be more or less extensive (compared to the Addendum work program and budget), an adjustment to the task order and budget will be provided.

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De Novo will respond to a second review of the Addendum. This task assumes substantive comments will be raised as part of the Administrative Draft Addendum task. Upon approval, De Novo will prepare the Final Addendum for consideration by the Planning Commission and City Council.

TASK 3 DELIVERABLES

- Noise report
- Health risk assessment
- SB 18 tribal contact list and letters
- CEQA review level determination memo
- Administrative Draft, Revised Draft, and Final Addendum

SCHEDULE AND BUDGET

Overall, the Kittelson Team is anticipating a **6 month** project schedule and a budget of **$149,028** to prepare the deliverables in the approach documented above. The optional bilingual surveys subtask (Task 1.4) is separately budgeted at **$6,713**. The schedule and budget include the following assumptions on the study process:

- Notice to Proceed on May 1, 2025.
- 30-minute project team meeting every two (2) weeks.
- One-week or two-week review times by the City, as shown in the schedule below.
- If it is determined that the CEQA clearance documentation will be more or less extensive (compared to the assumed General Plan EIR Addendum), an adjustment to the budget will be provided.
- The schedule for each task and subtask has been developed to achieve the City's desired project completion deadline, assuming that an EIR Addendum will be required.
- Inclusion of any add-on tasks would increase the schedule and budget commensurate to the level of effort required.

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Table 1: Proposed Schedule

Task	May	June	July	August	September	October
1.0 Stakeholder Engagement and Meeting Attendance						
1.1 Kickoff Meeting and Biweekly Check-ins						
1.2 Stakeholder Engagement Meetings						
1.3 Planning Commission and City Council Meetings						
1.4 Bilingual Surveys (Optional)						
2.0 Truck Route Map Update						
2.1 Baseline Conditions and Planning Framework						
2.2 Draft Truck Route Map						
2.3 Update General Plan						
3.0 CEQA Review						
3.1 Noise Analysis						
3.2 Health Risk Assessment						
3.3 SB 18 Consultation						
3.4 CEQA Review Level Determination Memorandum						
3.5 CEQA Documentation						

Key

- Project Team Meeting
- Stakeholder Meeting
- Commission/Council
- Kittelson Team Work
- City Review Period
- Draft Deliverable
- Final Deliverable

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Table 2: Proposed Budget

Task		Kittelson								De Novo Cost (Sub-consultant)	Direct Costs	Total Cost
		Tim Erney	Michael Sahimi	Principal Engineer	Engineer / Planner	Analyst	Sr. Tech	*Total Hrs*	Cost			
1.0 Stakeholder Engagement and Meeting Attendance												
	1.1 Kickoff Meeting and Biweekly Check-ins	2	14					*16*	$4,564	$2,960		$7,524
	1.2 Stakeholder Engagement Meetings		12	2		16	4	*34*	$7,370		$420	$7,790
	1.3 Planning Commission and City Council Meetings		8					*8*	$2,168	$1,557	$140	$3,865
	Subtotal Task 1.0	***2***	***34***	***2***	***0***	***16***	***4***	***58***	***$14,102***	***$4,517***	***$560***	***$19,179***
2.0 Truck Route Map Update												
	2.1 Baseline Conditions and Planning Framework	6	16	6	24	32	8	*92*	$20,329		$5,890	$26,219
	2.2 Draft Truck Route Map	4	16	12	24	24	8	*88*	$20,044			$20,044
	2.3 Update General Plan	2	4	2	12			*20*	$4,886			$4,886
	Subtotal Task 2.0	***12***	***36***	***20***	***60***	***56***	***16***	***200***	***$45,259***	***$0***	***$5,890***	***$51,149***
3.0 CEQA Review												
	3.1 Noise Analysis			1	2			*3*	$712	$14,180		$14,892
	3.2 Health Risk Assessment			1				*1*	$309	$22,640		$22,949
	3.3 SB 18 Consultation			1				*1*	$309	$1,940		$2,249
	3.4 CEQA Review Level Determination Memorandum			1				*1*	$309	$1,900		$2,209
	3.5 CEQA Documentation		2	2				*4*	$1,161	$35,240		$36,401
	Subtotal Task 3.0	***0***	***2***	***6***	***2***	***0***	***0***	***10***	***$2,801***	***$75,900***	***$0***	***$78,701***
	Total	**14**	**72**	**28**	**62**	**72**	**20**	**268**	**$62,161**	**$80,417**	**$6,450**	**$149,028**

Optional Task							Hours	Cost	De Novo	Direct Costs	Total
	1.4 Bilingual Surveys (Optional)		6	2	12	12	*32*	$6,713	$0	$0	$6,713

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QUALIFICATIONS

Kittelson will staff this project from our Southern California regional office, located in the City of Orange. Our staff has deep familiarity with local, regional, and state transportation engineering and design requirements, including best-practices and context-sensitive treatments that are key to developing goods movement networks. We have experience working with guidance and requirements from the California Manual of Uniform Traffic Control Devices (CAMUTCD) and the California Highway Design Manual (HDM), and have contributed to national guidance such as the Highway Safety Manual (HSM). Kittelson has direct experience working with the City of Fontana and has the ability to utilize big data information to identify truck activity patterns. These abilities will allow Kittelson to prepare a comprehensive and defensible truck route map that meets the needs of the City, its residents, and local freight operators.

The following highlights some of our qualifications that are key to delivering an AB 98-compliant truck route map:

- **General Plan Circulation Elements**: Kittelson has updated General Plan Circulation Elements for cities in the SCAG region and throughout the state. These updates have included incorporating truck route maps and goods movement goals, policies, and actions, including for cities with significant areas dedicated to logistic and industrial uses. Our clients in the Inland Empire and the rest of the SCAG region have included the Cities of La Verne, San Jacinto, Indian Wells, Anaheim, and Glendale.
- **Warehouse/Logistics Stakeholder Coordination**: Our team has experience coordinating and meeting with warehousing/logistics and other major employers as part of stakeholder engagement for citywide transportation plans. For example, we are currently conducting engagement with major employers in Moreno Valley to understand their concerns and ideas as part of developing its citywide transportation demand management (TDM) plan.
- **Truck Operations Analysis**: Kittelson has prepared traffic operations analyses for projects with significant freight components throughout the SCAG region and the rest of the state. This has included conducting on- and off-site truck analysis for several Costco facilities as well as intermodal port facilities in the state. In addition, we have used big data sources to determine travel patterns and truck routing, including for projects in Glendale and for the Orange County Transportation Authority (OCTA).

The Kittelson Team will be led by **Tim Erney** and **Michael Sahimi, AICP**. As project principal and quality manager, Tim Erney will lead internal QA/QC and provide overall oversight to the Kittelson project manager and subconsultant. As project manager, Michael Sahimi, will coordinate directly with the City and stakeholders while directing the preparation of the Kittelson team's analyses and deliverables. Michael has led or been involved with the majority of Kittelson's General Plan updates throughout Southern California, and has direct experience working with the public and stakeholders to reach consensus on citywide transportation solutions.

To support the Kittelson team, **De Novo Planning Group** (De Novo) will provide CEQA Review services. De Novo is a land use and environmental planning firm specializing in community planning, environmental studies, design, and development services. The firm's principal-level staff have successfully completed a variety of projects consisting of environmental impact reports, negative declarations, initial studies, NEPA analyses, climate action plans, biological assessments, wetland delineations, general plans, specific plans, housing elements, and development projects throughout California, including in the City of Fontana.

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De Novo led the Fontana Downtown Core Project, for which Kittelson was a major subconsultant, which included changes to the development code and the creation of a Development Guide. The Downtown Fontana Development Guide ("Guide") is a user-friendly handbook to help guide development in the Downtown Core. The City identified the Downtown Core as an area where strategically concentrated efforts could provide increased residential development opportunities and offer more support for mixed-uses within a focused area of the Downtown. Development within the Downtown Core is implemented through a new General Plan land use category and six new Form-Based Code (FBC) districts. The Guide provides market-driven opportunities for future investment and practical implementation strategies for the continued success and health of the Downtown Core. A Programmatic EIR was prepared to analyze the impacts associated with implementation of the Project. The Program EIR serves as a tiering document for future development activities in the Downtown Core Area. Most recently, De Novo prepared the NEPA Environmental Review for the Fontana Downtown Revitalization Project.

The following De Novo personnel will support the Kittelson Team.

EDUCATION

Masters, Urban and Regional Planning, California State Polytechnic University, Pomona
BA, Business Economics, University of California, Riverside

YEARS OF EXPERIENCE

20+

LICENSES/CERTIFICATIONS

American institute of Certified Planners, 2009, No. 024079

STARLA BARKER, AICP

Starla Barker, AICP, is a principal planner with De Novo Planning Group whose primary responsibilities are the management and preparation of environmental documents (Initial Studies, Negative Declaration, Environmental Impact Reports, and Environmental Assessments), as well as other planning documents including General Plans and Specific Plans. With over 20 years of professional planning experience Starla has successfully managed a wide range of projects with particular emphasis in General Plans, urban infill, downtown, and redevelopment projects. Utilizing her experience in community planning, Starla is regularly involved in land use and policy planning, including the development and implementation of community outreach programs, and frequently manages and prepares environmental clearance documents for citywide policy planning and redevelopment projects. Through her extensive experience in both policy and environmental planning, Starla is keenly aware of the interaction between the two and consistently takes a proactive and comprehensive approach to understanding planning and environmental issues and developing solutions.

- City of Fontana Downtown Core Environmental Impact Report (EIR); Fontana, CA
- City of Lomita General Plan Update and Rezoning EIR; Lomita, CA
- City of Gardena Hotel Development Standards GPA & Zone Change IS/MND; Gardena, CA
- City of Rancho Santa Margarita Housing and Safety Element Update CEQA Compliance; Rancho Santa Margarita, CA
- City of Rancho Santa Margarita Land Use Element, Zoning Code, and Zoning Map Amendment CEQA Compliance; Rancho Santa Margarita, CA

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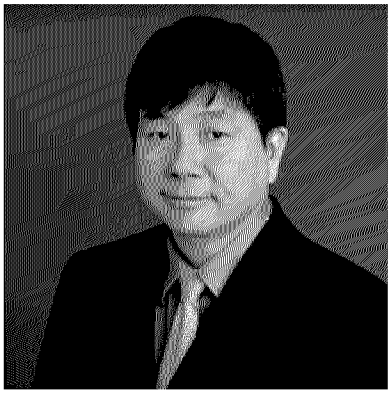

TIN CHEUNG

Tin Cheung is a principal scientist with De Novo and is responsible for technical analyses related to air quality, greenhouse gas, noise, vibration, and energy. Tin has 20 years of experience preparing air pollutant emissions inventories, dispersion modeling, climate change and health risk assessments using a variety of computer data models. He has worked on hundreds of projects which include large-scale industrial, commercial, residential, infrastructure, school and recreational developments. He has extensive knowledge of the CEQA\NEPA regulatory process and impact assessment methodology established by the EPA, California Air Resources Board and other air quality management districts. Tin leads De Novo's in-house air-quality, climate change, and noise/vibration services for CEQA\NEPA compliance. He has performed third-party reviews for technical adequacy and CEQA compliance in support of legal efforts and government QA\QC. His substantial knowledge of impact quantification and regulations contributes to solutions for reducing air quality, climate change and health risk impacts. Because of his expertise, he has been called on for legal support and expert witness testimony related to environmental and CEQA issues.

EDUCATION

BA, Geography/ Environmental Studies, University of California, Santa Barbara

YEARS OF EXPERIENCE

20+

- City of Ontario General Plan Update and EIR; Ontario, CA
- City of Perris Harvest Landing Specific Plan EIR; Perris CA
- The Walt Disney Company Disneyland Forward EIR; Anaheim, CA
- County of Los Angeles Centennial Specific Plan; Los Angeles, CA
- City of Industry SoFi NFL Stadium Master Plan SEIR; Industry, CA

ASHLEY BRODKIN

Ashley Brodkin is a senior planner and project manager with De Novo and is responsible for the preparation of environmental documents, as well as a wide variety of planning projects including General Plans, Specific Plans, ordinance updates, and local CEQA guidelines. With over 10 years of experience, Ashley has prepared and managed a variety of CEQA and NEPA documents for capital improvements, new developments, redevelopment and urban infill, warehouse/logistics, and public policy document projects, and a variety of planning projects including General Plans, Housing Elements, Specific Plans, Development Ordinance Updates, and entitlements. With experience as both a private consultant and in public service, as well as in both policy and environmental planning, Ashley is a proactive problem solver and provides a holistic approach to projects.

EDUCATION

Masters, Urban and Regional Planning, California State Polytechnic University, Pomona
BA, English Literature, University of Washington, Seattle

YEARS OF EXPERIENCE

10+

- City of Fontana Downtown Core EIR and Revitalization NEPA; Fontana, CA
- City of Gardena General Plan Land Use and Zoning Amendments EIR; Gardena, CA
- City of San Jacinto General Plan and Zoning Updates, and EIR; San Jacinto, CA
- City of La Verne General Plan Update and EIR; La Verne, CA
- City of Hawthorne Housing Element Update IS/ND; Hawthorne, CA

Certificate Of Completion

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Ruben Hovanesian rhovanesian@fontanaca.gov Kittelson & Associates, Inc. Security Level: DocuSign.email ID: 1 4/17/2025 | 07:33 PM **Electronic Record and Signature Disclosure:** Accepted: 8/9/2024 | 05:32 PM ID: 8694a43b-141b-4369-a1a2-b6e96a0deed7	**Completed** Using IP Address: 192.146.186.123	Sent: 4/17/2025 | 07:33 PM Viewed: 4/17/2025 | 07:34 PM Signed: 4/17/2025 | 07:39 PM
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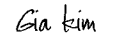
Tim Erney terney@kittelson.com Senior Principal Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/21/2025 | 01:20 PM ID: 21540582-390f-4aac-b89d-f083d37f83c2	 Signature Adoption: Drawn on Device Using IP Address: 99.112.198.188	Sent: 4/21/2025 | 10:33 AM Viewed: 4/21/2025 | 01:20 PM Signed: 4/21/2025 | 01:22 PM
Ruben Hovanesian rhovanesian@fontanaca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/21/2025 | 05:19 PM ID: ae62ab8e-67c7-422e-89e9-ebc8c0bf1ac1	 Signature Adoption: Pre-selected Style Using IP Address: 192.146.186.123	Sent: 4/21/2025 | 01:22 PM Viewed: 4/21/2025 | 05:19 PM Signed: 4/21/2025 | 05:20 PM

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: 4/21/2025 | 05:20 PM Viewed: 4/21/2025 | 05:24 PM Signed: 4/21/2025 | 05:28 PM
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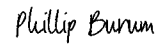
Phillip Burum pburum@fontanaca.gov Deputy City Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 192.146.186.123	Sent: 4/21/2025 | 05:28 PM Viewed: 4/21/2025 | 07:38 PM Signed: 4/21/2025 | 07:39 PM
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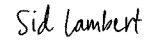
Sid Lambert slambert@fontanaca.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 192.146.186.96	Sent: 4/21/2025 | 07:39 PM Viewed: 4/22/2025 | 11:10 AM Signed: 4/22/2025 | 11:10 AM
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Jessica 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: 4/22/2025 | 11:10 AM Viewed: 4/22/2025 | 12:47 PM Signed: 4/22/2025 | 12:47 PM
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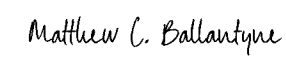
Matthew C. Ballantyne mballantyne@fontanaca.gov City Manager City of Fontana Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 192.146.186.96	Sent: 4/22/2025 | 12:47 PM Viewed: 4/23/2025 | 07:48 AM Signed: 4/23/2025 | 07:49 AM
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Jami Olivieri jolivieri@fontanaca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/26/2024 | 05:07 PM ID: e5dc3866-0e99-45ee-9e88-33eaef1de045	COPIED	Sent: 4/23/2025 | 07:49 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

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

To advise City of Fontana of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at ctejeda@fontana.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
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To withdraw your consent with City of Fontana
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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

Required hardware and software

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

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

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

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

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Fontana as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Fontana during the course of my relationship with you.

File #: 25-0362
Agenda #: F.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Public Works

SUBJECT:
Final Acceptance for the Demolition of 16726 Spring Street Project (PW-25-80-SB)

RECOMMENDATION:
Accept as complete the work performed by AMPCO Contracting Inc. for the Demolition Project (PW-25-80-SB) of 16726 Spring Street and approve the final amount of $102,790.00.

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

DISCUSSION:
On February 25, 2025, the City Council awarded the demolition contract to AMPCO Contracting Inc. for the Demolition Project (PW-25-80-SB) in the amount of $102,790.00. AMPCO Contracting Inc. completed the project on May 23, 2025. All work has been completed to the satisfaction of the City for the final amount of $102,790.00. This project was necessary as part of the ongoing revitalization efforts for the downtown Fontana.

The retention money will be released to the contractor thirty-five (35) days after the filing of the Notice of Completion with the County Recorder's Office if no claims are filed with the City within this period.

FISCAL IMPACT:
There is no fiscal impact associated with the approval of this item, the total cost of the demolition, however, was $102,790.00 and the funds were budgeted in FY 2024/25 in the Professional Services Budget 60230000-8130.

MOTION:
Approve staff recommendation

File #: 25-0363
Agenda #: G.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Public Works

SUBJECT:
Final Acceptance for the Demolition of 16803 Spring Street Project (PW-25-84-SB).

RECOMMENDATION:
Accept as complete the work performed by AMPCO Contracting Inc. for the Demolition Project (PW-25-84-SB) of 16803 Spring Street and approve the final amount of $147,135.00.

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

DISCUSSION:
On February 25, 2025, the City Council awarded the demolition contract to AMPCO Contracting Inc. for the Demolition Project (PW-25-84-SB) in the amount of $147,135.00. AMPCO Contracting Inc. completed the project on May 09, 2025. All work has been completed to the satisfaction of the City for the final amount of $147,135.00. This project was necessary as part of the ongoing revitalization efforts for the downtown Fontana.

The retention money will be released to the contractor thirty-five (35) days after the filing of the Notice of Completion with the County Recorder's Office if no claims are filed with the City within this period.

FISCAL IMPACT:
There is no fiscal impact associated with the approval of this item, the total cost of the demolition, however, was $147,135.00 and the funds were budgeted in FY 2024/25 in the Professional Services Budget 60230000-8130.

MOTION:
Approve staff recommendation

File #: 25-0364
Agenda #: H.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Public Works

SUBJECT:
Final Acceptance for the Demolition of 16815 Spring Street Project (PW-25-83-SB).

RECOMMENDATION:
Accept as complete the work performed by AMPCO Contracting Inc. for the Demolition Project (PW-25-83-SB) of 16815 Spring Street and approve the final amount of $130,050.00.

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

DISCUSSION:
On February 25, 2025, the City Council awarded the demolition contract to AMPCO Contracting Inc. for the Demolition Project (PW-25-83-SB) in the amount of $130,050.00. AMPCO Contracting Inc. completed the project on May 21, 2025. All work has been completed to the satisfaction of the City for the final amount of $130,050.00. This project was necessary as part of the ongoing revitalization efforts for the downtown Fontana.

The retention money will be released to the contractor thirty-five (35) days after the filing of the Notice of Completion with the County Recorder's Office if no claims are filed with the City within this period.

FISCAL IMPACT:
There is no fiscal impact associated with the approval of this item, the total cost of the demolition, however, was $130,050.00 and the funds were budgeted in FY 2024/25 in the Professional Services Budget 60230000-8130.

MOTION:
Approve staff recommendation

File #: 25-0433
Agenda #: I.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve Extra Work to the Tree Maintenance Services Contract (PW-24-191-SP) for Necessary Tree and Stump Removals on the Citywide Sidewalk Reconstruction Project #3

RECOMMENDATION:
Approve and authorize the extra work to Tree Maintenance Service Contract with West Coast Arborists Inc. (PW-24-191-SP) in the amount of $89,700.00 for tree removal services.

Approve and authorize the purchase order to West Coast Arborists Inc. and any future purchase order change orders necessary to complete the project.

COUNCIL GOALS:

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

DISCUSSION:
The Citywide Sidewalk Reconstruction Project is an on-going project, programmed annually, to reconstruct existing sidewalks and driveway approaches. The project improves walkability, extends sidewalk service life, and enhances pedestrian safety. Citywide Sidewalk Reconstruction Project #3 covers the area east of Cherry Ave, west of Citrus Avenue, north of Foothill Boulevard, and extends to the northern City limits.

The sidewalk repair plan calls for the removal of roots encountered during the removal of existing concrete and regrading for the new concrete. An arborist has assessed all trees potentially affected by the project, evaluating their diameter at breast height (DBH), critical root zone (CRZ), and proximity to the adjacent sidewalk. The CRZ for a tree is the minimum root volume necessary for the tree to survive. The size of the CRZ can vary depending on species and life stage; however, generally, roots within three to five times (3x - 5x) the DBH of a tree are part of the CRZ. When structural roots are removed in this zone as part of sidewalk reconstruction, the stability of the tree can be significantly compromised, making the tree more susceptible to root plate failure.

Structural surface roots were observed for ninety-six (96) of the assessed trees within the City's right-

of-way that would be impacted by the sidewalk panel reconstruction within three times (3x) the DBH. These trees are recommended for removal. Letters will be mailed to all residents within the project limits, explaining that sidewalk repairs will be done in their area which may result in the removal of existing trees. All efforts will be made to preserve existing trees and only trees that will become unstable due to the cutting of roots will be removed. No private trees will be removed.

Tree removal is scheduled to begin in Fall 2025 and will be carried out by West Coast Arborists Inc. (WCA), the City's current tree maintenance services contractor. Engineering staff recommends that the City Council approve the extra work to the Tree Maintenance Contract (PW-24-191-SP) with WCA in the amount of $89,700.00 for tree removals necessary on the Citywide Sidewalk Reconstruction Project #3.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is $89,700.00 for the full term of the Task Order. This amount is included in the FY 2025-26 available budget, in Project #37600001-601-C-8130.

MOTION:
Approve staff recommendation.

City of Fontana Citywide Sidewalk Repair Project #3

Construction Impact Report

SUBMITTED TO:

Shawn Matejcek
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335

PREPARED BY:

JEFF CRAIN
ISA Board Certified Master Arborist WE-6658B
ISA Qualified Tree Risk Assessor

MAY 8, 2025

Table of Contents

Background and Assignment 1
Assignment 1
Limits of the Assignment 1
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Background and Assignment

Assignment

The assignment per the Scope of Work on Proforma 95581 was to prepare a Pre-Construction Impact Report for two hundred seventy-one (271) sites identified by the City of Fontana requiring sidewalk repair. Sixteen of the identified sites had multiple trees that could be potentially impacted by the sidewalk repairs. The site visits were conducted April 23, 24, 25, 28, 29, 30, and May 5, 2025, and included an evaluation of each existing tree, the tree's proximity to the adjacent sidewalk, and the potential impact removal of roots would have on the tree with the sidewalk repair.

Limits of the Assignment

The assignment did not include any excavation of soil to determine the location of tree roots prior to the beginning of construction work. The recommendations in this report are generalized protocols if roots from the subject tree are encountered during construction activities.

The report is not intended to be legal advice and does not represent legal advice as such.

Purpose and Use of the Report

The purpose of this report is to provide the City of Fontana (City) staff with an evaluation of the suitability for preservation for each subject tree and recommended procedures to protect the roots of the subject trees during the sidewalk repair activities. The decisions as to which recommendations will be adopted and how they will be implemented will be the responsibility of the City staff as the Controlling Authority.

Results of the Site Visit

Site visits were conducted The site visits were conducted April 23, 24, 25, 28, 29, 30, and May 5, 2025, to evaluate the current status of the subject trees, site conditions, and potential impacts if roots were to be removed. A total of two hundred seventy-one (271) trees were inspected. Nine (9) sites had trees that had been removed, six (6) sites had no tree that was near the sidewalk repair area. The number of each individual species included in the inspections is shown in Table 1.

Common Name	Botanical Name	Number of Trees
African fern pine	*Afrocarpus falcatus*	1
African sumac	*Searsia lancea*	7
Aleppo pine	*Pinus halepensis*	5
American sweetgum	*Liquidambar styraciflua*	18
Bottle tree	*Brachychiton populneus*	11
Brazilian pepper	*Schinus terebinthifolius*	2
Brisbane box	*Lophostemon confertus*	1
Cajeput tree	*Melaleuca quinquenervia*	1
California fan palm	*Washingtonia filifera*	1
California sycamore	*Platanus racemosa*	9
Camphor tree	*Cinnamomum camphora*	9
Canary Island pine	*Pinus canariensis*	3
Carob	*Ceratonia siliqua*	1
Carrot wood	*Cupaniopsis anacardioides*	2
Chilean mesquite	*Prosopis chilensis*	3
Chinaberry	*Melia azedarach*	1
Chinese flame tree	*Koelreuteria bipinnata*	7
Chinese pistache	*Pistacia chinensis*	5
Columbia London plane	*Platanus* x *hispanica* 'Columbia'	1
Crape myrtle	*Lagerstroemia indica*	3
Edible fig	*Ficus carica*	1
Flooded gum	*Eucalyptus rudis*	4
Holly oak	*Quercus ilex*	5
Hong Kong orchid tree	*Bauhinia* x *blakeana*	6
Italian stone pine	*Pinus pinea*	3
Jacaranda	*Jacaranda mimosifolia*	7
Java plum	*Syzygium cumini*	3
Lemon-scented gum	*Corymbia citriodora*	1
London plane tree	*Platanus* x *hispanica*	48
Modesto ash	*Fraxinus velutina* 'Modesto'	5
Mondell pine	*Pinus eldarica*	55
Nichol's willowleafed peppermint	*Eucalyptus nicholii*	1
Ornamental pear	*Pyrus calleryana*	4
Pepper tree	*Schinus molle*	5
Red ironbark	*Eucalyptus sideroxylon*	7
River red gum	*Eucalyptus camaldulensis*	1

Common Name	Botanical Name	Number of Trees
Rusty-leaf fig	*Ficus rubiginosa*	1
Sawleaf zelkova	*Zelkova serrata*	1
Shamel ash	*Fraxinus uhdei*	1
Silk tree	*Albizia julibrissin*	1
Silver dollar gum	*Eucalyptus polyanthemos*	1
Southern live oak	*Quercus virginiana*	7
Southern magnolia	*Magnolia grandiflora*	9
Weeping fig	*Ficus benjamina*	2

Table 1: Trees included in the inspection by species.

General Site Conditions

The sites were all located in residential or commercial settings. The street trees controlled by the City were generally in parkway settings between the sidewalk and the curb for the adjacent street or in a tree well surrounded by concrete on all sides. Thirty-seven (37) of the inspected trees were on private property adjacent to the sidewalk. The site conditions around the trees on private property varied from tree wells, turf lawns, and various other landscape settings. The survey areas were within Map Grids 2, 3, 5, 6, 7, 8, 9, 12, 13, 18, 19, and 26 of the City of Fontana Map Index (Figure 1). The grid number for each tree is provided in Table 2.

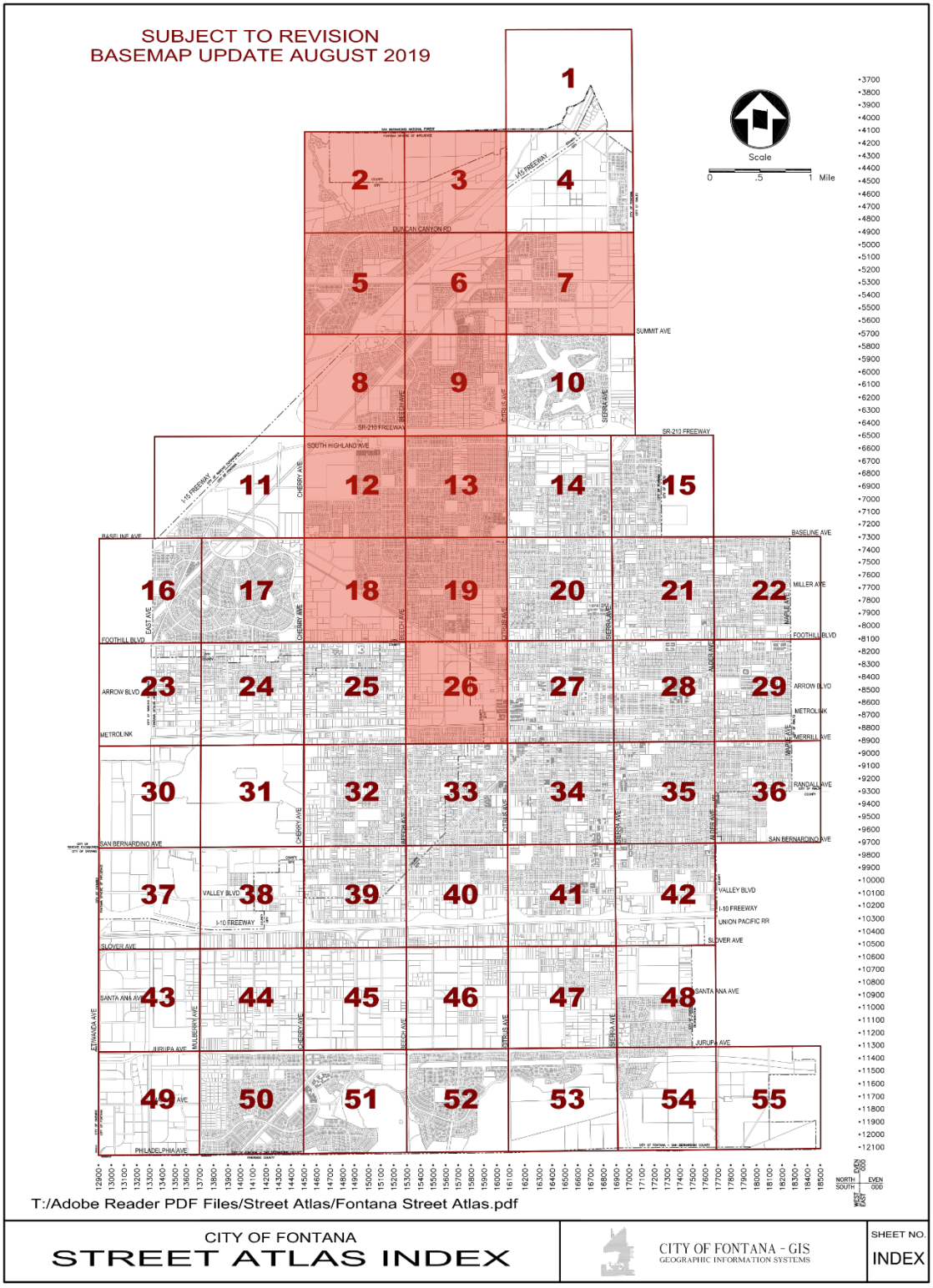

Figure 1: Map grids (highlighted in red) for trees included in the assessment.

Tree Conditions

The ArborAccess Tree number, common name, botanical name, measurement of the concrete area to be repaired, diameter at breast height (DBH), height range, canopy width, health, structure, and form for each tree assessed is listed in Table 1.

Photos of each City maintained tree evaluated have been attached to each tree site in the City of Fontana ArborAccess Inventory.

	Map Grid	Address	Cross Street/ Comments	Arbor Accces Tree Number	Common Name	Botanical Name	DBH	Height	Canopy	Health	Structure	Form	Dis to struct roots	Dis to Base	Notes	Structural roots to be cut 3x DBH	Repair to be within 3X DBH distance to base	Structural roots to be cut 5x DBH	Repair to be within 5X DBH distance to base
1	2	14775 Reservoir Rd, Fontana, CA 92336	4680 Foxborough	F-42	London plane	*Platanus x hispanica*	14.0	30 - 35	35	Good	Good	Good	0	12		Yes	Yes	Yes	Yes
2	2	E/S Foxborough @ Reservoir	4671 Foxborough	F-41	London plane	Platanus x hispanica	11.0	30 - 35	25	Good	Good	Good	0	18	Signs of decay in visible surface roots.	Yes	Yes	Yes	Yes
3	2	14786 Reservoir Rd, Fontana, CA 92336	4680 Foxborough	F-45	London plane	Platanus x hispanica	12.0	25 -30	25	Good	Fair	Good	0	12	Signs of decay in visible surface roots.	Yes	Yes	Yes	Yes
4	2	14701 Winnipeg Cir, Fontana, CA 92336	4680 Foxborough	F-47	London plane	Platanus x hispanica	13.0	25 - 30	35	Good	Fair	Good	0	12	Signs of decay in visible surface roots.	Yes	Yes	Yes	Yes
5	2	4790 Serrano		F-1	Chinese flame tree	Koelreuteria bipinnata	9.0	20 -25	40	Good	Fair	Good	6	36		Yes	No	Yes	Yes
6	2	4862 Serrano		F-1	Chinese flame tree	Koelreuteria bipinnata	10.5	20 - 25	45	Good	Good	Good	0	36		Yes	No	Yes	Yes
7	2	4851 Serrano		F-1	Chinese flame tree	Koelreuteria bipinnata	10.0	20 - 25	40	Fair	Good	Good	24	36	Tip dieback	Yes	No	Yes	Yes
8	2	4826 Doverhurst		F-1	London plane	Platanus x hispanica	12.0	25 - 30	55	Good	Fair	Good	24	36	Corrected trunk lean	Yes	Yes	Yes	Yes
9	2	4814 Doverhurst		F-1	London plane	Platanus x hispanica	14.0	35 - 40	50	Good	Fair	Good	18	36	Corrected trunk lean	Yes	Yes	Yes	Yes
10	2	4813 Sanderling Way		F-1	London plane	Platanus x hispanica	11.5	30 -35	55	Good	Good	Good	0	36		Yes	No	Yes	Yes
11	2	4761 Sanderling Way		Not in Inventory	London plane	Platanus x hispanica	13.0	30 - 35	45	Good	Good	Good	12	36		Yes	Yes	Yes	Yes
12	2	4786 Sanderling Way		F-1	London plane	Platanus x hispanica	12.5	35 - 40	50	Good	Good	Good	N/A	48	No visible surface roots	No	No	No	Yes
13	2	15223 Willowwood Ln		F-1	Chinese flame tree	Koelreuteria bipinnata	12.5	20 - 25	35	Fair	Good	Good	0	48	Significant tip dieback	Yes	No	Yes	Yes
14	3	4859 Stoneglen Ave		F-1	London plane	Platanus x hispanica	10.5	30 - 35	35	Good	Good	Good	N/A	48	Root flare not visible due to surrounding groundcover	No	No	No	Yes
15	3	4725 Hawk Ridge Ave		F-1	London plane	Platanus x hispanica	12.0	25 -30	50	Good	Good	Good	N/A	48	Root flare not visible due to surrounding groundcover	No	No	No	Yes
16	5	5229 Peregrine Way		F-1	Chinese flame tree	Koelreuteria bipinnata	8.0	20 -25	35	Fair - Poor	Good	Good	0	18	Signs of decay in visible surface roots, tip dieback.	Yes	Yes	Yes	Yes
17	5	15255 Wildwood Ln		F-1	London plane	Platanus x hispanica	13.0	35 - 40	35	Good	Good	Fair	N/A	34	Root flare not visible due to surrounding gravel	No	Yes	No	Yes
18	5	15231 Wildwood Ln		F-1	London plane	Platanus x hispanica	10.5	30 - 35	40	Good	Fair	Good	0	36	Corrected trunk lean	Yes	No	Yes	Yes
19	5	15076 Jackrabbit St		F-1	African sumac	Searsia lancea	8.0	30 - 35	25	Fair - Poor	Fair	Fair	0	36	Thin canopy, tip dieback	Yes	No	Yes	Yes
20	5	5010 Snowberry Dr		F-1	London plane	Platanus x hispanica	12.0	30 - 35	40	Good	Fair	Good	0	48		Yes	No	Yes	Yes
21	5	5036 Snowberry Dr		F-1	Stump	Stump										Yes	Yes	Yes	Yes
22	5	5061 Snowberry Dr		F-1	London plane	Platanus x hispanica	12.0	25 -30	35	Good	Good	Good	0	36	Signs of decay in visible surface roots	Yes	Yes	Yes	Yes
23	5	5073 Snowberry Dr	on Maplewood	Private Tree	California sycamore	Platanus racemosa	14.0	35 - 40	45	Good	Good	Good	0	72	Surface roots reemrging on opposite side of sidewalk	Yes	No	Yes	No
24	5	5067 Cottontail Way		F-2	London plane	Platanus x hispanica	12.5	35 - 40	55	Good	Fair	Good	0	36	Corrected trunk lean	Yes	Yes	Yes	Yes
25	5	S/E Corner of Serrano and Duncan Canyon Rd		No Tree	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
26	5	4964 Thornberry Way		F-1	Columbia London plane	Platanus x hispanica 'Columbia'	9.5	35 - 40	25	Good	Good	Good	N/A	36		No	No	No	Yes
27	5	5000 St Albert Dr	across the street	Not in Inventory	Chilean mesquite	Prosopis chilensis	12.0	10 - 15	35	Good	Fair	Good	N/A	18	Crossing branches in canopy	No	Yes	No	Yes
28	5	5014 St Albert Dr		Private Tree	Chilean mesquite	Prosopis chilensis	10.0	10 - 15	30	Good	Good	Good	N/A	84		No	No	No	No
29	5	5129 La Sarre Dr	across the street	Not in Inventory	Pepper tree	Schinus molle	20.0	20 -25	45	Good	Good	Good	N/A	36		No	Yes	No	Yes
30	5	5129 La Sarre Dr	across the street	Not in Inventory	Pepper tree	Schinus molle	22.0	20 - 25	40	Good	Fair	Good	N/A	36	Twisted scaffold branch structure	No	Yes	No	Yes
31	5	5067 St Albert Dr		Private Tree	Chilean mesquite	Prosopis chilensis	12.0	15 - 20	40	Good	Good	Good	N/A	72		No	No	No	No
32	5	5030 St Albert Dr	5031 Duncan Canyon	F-6	London plane	Platanus x hispanica	15.0	35 - 40	45	Good	Good	Good	0	48	Signs of decay in visible surface roots, circling roots	Yes	No	Yes	Yes
33	5	5014 St Albert Dr	5031 Duncan Canyon	F-10	London plane	Platanus x hispanica	11.0	35 - 40	25	Good	Fair	Fair	12	36	Signs of root decay in visible surface roots, one-sided canopy growth	Yes	No	Yes	Yes
34	5	5049 Manitoba Dr		Private Tree	Modesto ash	Fraxinus velutina 'Modesto'	13.0	25 - 30	35	Good	Fair	Fair	N/A	60	Topped	No	No	No	Yes
35	5	5040 Brunswick dr		Tree removed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
36	5	5048 Brunswick Dr	4901 Bridlepath	F-14	American sweetgum	Liquidambar styraciflua	11.0	40 - 45	35	Good	Good	Good	N/A	18		No	Yes	No	Yes
37	5	14673 Winnipeg Cir.	14670 Bridlepath	F-13	American sweetgum	Liquidambar styraciflua	11.0	35 - 40	20	Good	Fair	Fair	0	12	Signs of decay in visible surface roots	Yes	Yes	Yes	Yes
38	5	14619 Bison Ln	5225 Bridlepath	F-1	American sweetgum	Liquidambar styraciflua	13.0	35 - 40	20	Fair	Fair	Fair	0	24	Signs of decay in visible surface roots, tip dieback.	Yes	Yes	Yes	Yes

	Map Grid	Address	Cross Street/ Comments	Arbor Accces Tree Number	Common Name	Botanical Name	DBH	Height	Canopy	Health	Structure	Form	Dis to struct roots	Dis to Base	Notes	Structural roots to be cut 3x DBH	Repair to be within 3X DBH distance to base	Structural roots to be cut 5x DBH	Repair to be within 5X DBH distance to base
39	5	5429 Wrangler Dr	14595 Oxer	F-2	London plane	Platanus x hispanica	15.0	30 - 35	40	Good	Fair	Fair	N/A	6		No	Yes	No	Yes
40	5	5639 Lone pine Dr		Private Tree	Camphor tree	Cinnamomum camphora	20.0	30 - 35	60	Good	Good	Good	0	72		Yes	No	Yes	Yes
41	5	5539 Pheasant Dr	14721 Bridlepath	F-4	Bottle tree	Brachychiton populneus	12.0	30 - 35	15	Fair	Fair	Fair	N/A	48	Deadwood in canopy	No	No	No	Yes
42	5	5542 Spur Ct.	14721 Bridlepath	F-7	Bottle tree	Brachychiton populneus	12.0	35 -30	20	Good	Fair	Fair	6	24	Codominant scaffolds	Yes	Yes	Yes	Yes
43	5	14862 Filly Ln	14831 Bridlepath	F-6	Chinese pistache	Pistacia chinensis	11.0	20 -25	45	Good	Fair	Good	0	24	Previous exacvation around roots, one-sided canopy growth	Yes	Yes	Yes	Yes
44	5	5526 Grand Prix Ct	14831 Bridlepath	F-8	Bottle tree	Brachychiton populneus	12.5	20 - 25	25	Good	Fair	Fair	N/A	18	Twisted scaffold branch structure	No	Yes	No	Yes
45	5	15007 Bridlepath Dr, Fontana, CA 92336		Not in Inventory	Ornamental pear	Pyrus calleryana	11.0	20 - 25	45	Good	Fair	Good	N/A	12	Signs of decay in old pruning wound, codominant scaffolds	No	Yes	No	Yes
46	5	16225 Fox Ridge Dr, Fontana, CA 92336	Listed as vacant site	F-2	Chinese pistache	Pistacia chinensis	16.5	25 - 30	60	Good	Good	Good	0	24	Tip dieback	Yes	Yes	Yes	Yes
47	6	Behind 5357 Parma Ave	5468 Citrus	F-28	Aleppo pine	Pinus halepensis	17.5	30 - 35	15	Fair	Fair	Fair	N/A	36	Corrected trunk lean	No	Yes	No	Yes
47 a	6	Behind 5357 Parma Ave	5468 Citrus	F-29	Aleppo pine	Pinus halepensis	20.0	30 - 35	30	Good	Good	Good	N/A	24	Thin canopy	No	Yes	No	Yes
48	6	Behind 5419 Parma Ave	5462 Citrus	F-19	Aleppo pine	Pinus halepensis	20.0	35 - 40	30	Good	Fair	Fair	N/A	24	Grade elevated with retaining wall. Codominant scaffolds.	No	Yes	No	Yes
49	6	Behind 5424 Turin Way	5401 Lytle Creek	F-12	Mondell pine	Pinus eldarica	20.0	30 - 35	45	Good	Good	Good	24	48		Yes	Yes	Yes	Yes
50	7	16225 Pamplona St		F-1	Ornamental pear	Pyrus calleryana	10.0	20 - 25	45	Good	Good	Good	0	36		Yes	No	Yes	Yes
51	7	16251 Pamplona St		F-1	Ornamental pear	Pyrus calleryana	14.0	20 - 25	50	Good	Good	Good	0	36		Yes	Yes	Yes	Yes
52	7	16258 Pamplona St	On Madrid Way	N/A	Stump	Stump	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
53	7	16333 Oak Leaf Ln		F-2	Holly oak	Quercus iilex	11.5	20-25	35	Good	Fair	Fair	18	24		Yes	Yes	Yes	Yes
54	7	5595 Pine Leaf Ln		F-1	Holly oak	Quercus iilex	12.0	20 - 25	45	Good	Fair	Good	24	36	Codominant scaffolds	Yes	Yes	Yes	Yes
55	7	16339 Basswood Ln	On Woodstead Way	Not in Inventory	Chinese pistache	Pistacia chinensis	8.0	15 - 20	35	Fair	Fair	Fair	6	36	Signs of decay in visibel surface roots, tip dieback, crossing branches in canopy.	Yes	No	Yes	Yes
56	8	15288 Planger Ln	on Highcliff Ln	N/A	N/A	No Tree at this location	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
57	8	15288 Planger Ln	on Highcliff Ln	Not in Inventory	Holly oak	Quercus iilex	12.0	20 - 25	60	Good	Good	Good	0	48		Yes	No	Yes	Yes
58	8	6342 Granite Ct		Not in Inventory	Camphor tree	Cinnamomum camphora	13.0	15 - 20	45	Good	Fair	Fair	6	36		Yes	Yes	Yes	Yes
59	8	5968 Half Dome Dr	14905 Butler Peak Wy	F-2	Crape myrtle	Lagerstroemia indica	8.5	15 - 20	40	Good	Good	Good	0	24		Yes	Yes	Yes	Yes
60	8	15021 Grays Peak Ave		Private Tree	Sawleaf zelkova	Zelkova serrata	18.0	20 - 25	50	Good	Fair	Good	6	72	Crossing branches in canopy, crossing visible surface roots	Yes	No	Yes	Yes
61	8	15047 Grays Peak Ave	on Glazier Peak	Not in Inventory	African sumac	Searsia lancea	14.0	15 - 20	45	Fair	Fair	Fair	6	60	Previous root cuts, signs of decay in visible surface roots	Yes	No	Yes	Yes
62	9	6152 Kirsten Ct		Not in Inventory	Java plum	Syzygium cumini	12.0	35 - 40	45	Fair	Fair	Fair	18	36	One-sided canopy growth	Yes	Yes	Yes	Yes
62 a	9	6152 Kirsten Ct		Not in Inventory	Java plum	Syzygium cumini	17.0	35 - 40	45	Fair	Fair	Fair	0	36	Thin canopy, codominant scaffolds	Yes	Yes	Yes	Yes
62 b	9	6152 Kirsten Ct		Not in Inventory	Java plum	Syzygium cumini	25.0	35 - 40	35	Good	Fair	Fair	0	36	One-sided canopy growth, codominant scaffolds	Yes	Yes	Yes	Yes
63	9	15527 Cole Point Ln	15710 Curtis	F-4	Mondell pine	Pinus eldarica	18.0	35 - 40	25	Good	Fair	Good	48	60	Uncorrected trunk lean	Yes	No	Yes	Yes
64	9	15527 Cole Point Ln	15710 Curtis	F-8	Mondell pine	Pinus eldarica	18.0	35 - 40	30	Good	Fair	Good	N/A	60	Tree on small slope, root flare slightly buried	No	No	No	Yes
65	9	15547 Cole Point Ln	15710 Curtis	F-15	Mondell pine	Pinus eldarica	24.0	30 - 35	50	Fair	Fair	Fair	0	36		Yes	Yes	Yes	Yes
66	9	15547 Cole Point Ln	15710 Curtis	F-17	Mondell pine	Pinus eldarica	23.0	35 - 40	45	Good	Fair	Good	N/A	36	Codominant scaffolds	No	Yes	No	Yes
67	9	15569 Cole Point Ln	15710 Curtis	F-22	Mondell pine	Pinus eldarica	18.0	35 - 40	30	Good	Fair	Good	N/A	84	Slightly buried root flare, corrected trunk bends	No	No	No	Yes
68	9	15809 Curtis Ave	15710 Curtis	F-37	Mondell pine	Pinus eldarica	22.5	25 - 30	40	Good	Fair - Poor	Fair - Poor	N/A	84	Topped, slightly buried root flare	No	No	No	Yes
69	9	15809 Curtis Ave	15710 Curtis	F-43	Mondell pine	Pinus eldarica	21.5	25 - 30	40	Good	Fair - Poor	Fair - Poor	N/A	60	Topped	No	Yes	No	Yes
69 a	9	15809 Curtis Ave	15710 Curtis	F-44	Mondell pine	Pinus eldarica	21.0	25 - 30	35	Good	Fair - Poor	Fair - Poor	N/A	72	Topped	No	No	No	Yes
70	9	15845 Curtis Ave	15710 Curtis	F-48	Mondell pine	Pinus eldarica	19.0	25 - 30	40	Good	Fair - Poor	Fair - Poor	N/A	48	Topped	No	Yes	No	Yes
71	9	15845 Curtis Ave	15710 Curtis	F-50	Mondell pine	Pinus eldarica	22.0	25 - 30	40	Good	Fair - Poor	Fair - Poor	N/A	24	Topped	No	Yes	No	Yes
72	9	15845 Curtis Ave	15710 Curtis	F-52	Mondell pine	Pinus eldarica	19.5	25 - 30	45	Good	Fair - Poor	Fair - Poor	N/A	48	Topped	No	Yes	No	Yes

	Map Grid	Address	Cross Street/ Comments	Arbor Accces Tree Number	Common Name	Botanical Name	DBH	Height	Canopy	Health	Structure	Form	Dis to struct roots	Dis to Base	Notes	Structural roots to be cut 3x DBH	Repair to be within 3X DBH distance to base	Structural roots to be cut 5x DBH	Repair to be within 5X DBH distance to base
73	9	6165 Cooper Ave		F-1	American sweetgum	Liquidambar styraciflua	8.5	20 - 25	20	Good	Good	Good	N/A	24	Root flare buried	No	Yes	No	Yes
74	9	6191 Cooper Ave		F-1	American sweetgum	Liquidambar styraciflua	17.5	15 -20	50	Fair	Fair - Poor	Fair - Poor	0	36	Topped, tip dieback	Yes	Yes	Yes	Yes
74 a	9	6191 Cooper Ave		F-3	American sweetgum	Liquidambar styraciflua	17.5	15 - 20	45	Good	Fair - Poor	Fair - Poor	6	48	Topped	Yes	Yes	Yes	Yes
74 b	9	6191 Cooper Ave		F-5	American sweetgum	Liquidambar styraciflua	17.0	15 - 20	35	Good	Fair - Poor	Fair - Poor	0	24	Topped	Yes	Yes	Yes	Yes
75	9	N/W Corner Knox and Curtis	15510 Curtis	F-65	Mondell pine	Pinus eldarica	26.5	35 - 40	45	Fair	Fair	Good	0	48	Thin canopy, corrected lean	Yes	Yes	Yes	Yes
76	9	N/W Corner Knox and Curtis	15510 Curtis	F-62	Mondell pine	Pinus eldarica	21.0	35 - 40	30	Fair	Fair	Good	N/A	60	Codominant scaffolds	No	Yes	No	Yes
76 a	9	N/W Corner Knox and Curtis	15510 Curtis	F-63	Mondell pine	Pinus eldarica	18.0	35 - 40	25	Fair	Good	Good	N/A	60	Thin canopy	No	No	No	Yes
77	9	15665 Curtis	15510 Curtis	F-58	London plane	Platanus x hispanica	9.0	30 - 35	35	Fair	Fair	Fair	72	84		No	No	No	No
78	9	15665 Curtis	15510 Curtis	F-57	London plane	Platanus x hispanica	9.0	25 - 30	30	Fair	Fair	Fair	6	36		Yes	No	Yes	Yes
79	9	15645 Curtis Ave	15510 Curtis	F-48	London plane	Platanus x hispanica	12.0	25 - 30	45	Good	Good	Good	0	48	Circling visible surface roots	Yes	No	Yes	Yes
80	9	15623 Curtis ave	15510 Curtis	F-45	Mondell pine	Pinus eldarica	19.5	30 - 35	35	Good	Good	Good	0	72		Yes	No	Yes	Yes
81	9	at Lytle Creek Rd dead end	6370 Lytle Creek	F-24	Mondell pine	Pinus eldarica	22.0	45 - 50	40	Good	Good	Good	0	84		Yes	No	Yes	Yes
82	9	at Lytle Creek Rd dead end	6370 Lytle Creek	F-20	Mondell pine	Pinus eldarica	21.0	35 - 40	35	Good	Good	Good	N/A	120		No	No	No	No
83	9	W/S Lytle Creek Rd	south of Ross Way	Tree removed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
84	9	6263 Lytle Creek Rd	6220 Lytle Creek	F-21	Mondell pine	Pinus eldarica	19.0	35 - 40	40	Fair	Fair	Fair	0	72	Thin canopy, crossing branches	Yes	No	Yes	Yes
85	9	W/S Lytle Creek Rd	south of Jocelyn Way	Tree removed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
86	9	W/S Lytle Creek Rd	north of Jocelyn Way	Tree removed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
87	9	6191 Lytle Creek Rd	6110 Lytle Creek	F-45	Mondell pine	Pinus eldarica	27.0	40 - 45	25	Good	Good	Good	N/A	60		No	Yes	No	Yes
88	9	5979 Fillmore Way	5460 Lytle Creek	F-10	Mondell pine	Pinus eldarica	17.5	30 - 35	30	Fair	Fair	Fair	12	48	Thin canopy, one-sided canopy growth	Yes	Yes	Yes	Yes
88 a	9	5979 Fillmore Way	5460 Lytle Creek	F-11	Mondell pine	Pinus eldarica	13.0	30 - 35	30	Fair - Poor	Fair	Fair	N/A	24	Thin canopy, one-sided canopy growth	No	Yes	No	Yes
89	9	5979 Fillmore Way	5460 Lytle Creek	F-8	Mondell pine	Pinus eldarica	16.5	30 - 35	30	Fair	Fair	Fair	6	60	One-sided canopy growth	Yes	No	Yes	Yes
89 a	9	5979 Fillmore Way	5460 Lytle Creek	F-9	Mondell pine	Pinus eldarica	14.5	30 - 35	35	Fair	Fair	Fair	0	24	One-sided canopy growth	Yes	Yes	Yes	Yes
90	9	5971 Fillmore way	5460 Lytle Creek	F-7	Mondell pine	Pinus eldarica	14.0	25 - 30	25	Poor	Poor	Poor	6	36	Thin canopy, bend in upper trunk	Yes	Yes	Yes	Yes
91	9	5971 Fillmore way	5460 Lytle Creek	F-2	Mondell pine	Pinus eldarica	22.0	40 - 45	40	Good	Good	Good	24	48		Yes	Yes	Yes	Yes
92	9	W/S Lytle Creek Rd	5830 Lytle Creek	F-62	Mondell pine	Pinus eldarica	22.5	35 - 40	45	Good	Fair	Fair	12	60	Slightly one-sided canopy	Yes	Yes	Yes	Yes
93	9	W/S Lytle Creek Rd	5830 Lytle Creek	F-61	Mondell pine	Pinus eldarica	18.0	30 - 35	35	Fair	Fair	Fair	N/A	60	Thin canopy	No	No	No	Yes
94	9	5867 Madison Ln	behind this address on Lytle Creek Rd	Tree removed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
95	9	W/S Lytle Creek Rd	5710 Lytle Creek	F-45	Mondell pine	Pinus eldarica	18.5	35 - 40	40	Good	Fair	Good	N/A	60	Corrected trunk lean	No	No	No	Yes
96	9	5791 Madison Ln	5710 Lytle Creek	F-39	Mondell pine	Pinus eldarica	19.5	40 - 45	40	Good	Good	Good	6	60		Yes	No	Yes	Yes
97	9	5717 Reagan Dr	5710 Lytle Creek	F-2	Mondell pine	Pinus eldarica	21.0	45 - 50	40	Good	Good	Good	N/A	60		No	Yes	No	Yes
98	9	6040 Mt Lewis Ln	6015 Lytle Creek	F-2	Mondell pine	Pinus eldarica	21.0	45 - 50	30	Good	Fair	Good	N/A	48	Codominant scaffolds	No	Yes	No	Yes
99	9	6040 Mt Lewis Ln	6015 Lytle Creek	F-3	Mondell pine	Pinus eldarica	21.0	40 - 45	35	Good	Good	Good	N/A	60		No	Yes	No	Yes
99 a	9	6040 Mt Lewis Ln	6015 Lytle Creek	F-4	Mondell pine	Pinus eldarica	18.0	40 - 45	35	Good	Fair	Good	N/A	60		No	No	No	Yes
100	9	15541 Curtis Ave	15504 Curtis	F-20	Mondell pine	Pinus eldarica	21.0	35 - 40	35	Good	Fair	Good	0	24	Codominant scaffolds	Yes	Yes	Yes	Yes
100 a	9	15541 Curtis Ave	15504 Curtis	F-19	Mondell pine	Pinus eldarica	22.0	35 - 40	45	Good	Fair	Good	N/A	60	Codominant scaffolds	No	Yes	No	Yes
100 b	9	15541 Curtis Ave	15504 Curtis	F-18	Mondell pine	Pinus eldarica	21.0	35 - 40	35	Good	Good	Good	0	36		Yes	Yes	Yes	Yes
101	9	15541 Curtis Ave	15504 Curtis	F-12	Mondell pine	Pinus eldarica	18.5	30 - 35	30	Fair	Fair	Fair	0	36	Listed as vacant site	Yes	Yes	Yes	Yes
102	9	N/S Curtis	15510 Curtis	F-31	Mondell pine	Pinus eldarica	22.0	45 - 50	30	Good	Fair	Good	N/A	36		No	Yes	No	Yes

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102 a	9	N/S Curtis	15510 Curtis	F-29	London plane	Platanus x hispanica	10.0	25 - 30	40	Fair	Fair	Fair	0	48		Yes	No	Yes	Yes
103	9	Curtis @ Maloof	15510 Curtis	F-38	Mondell pine	Pinus eldarica	22.0	45 - 50	35	Good	Good	Good	N/A	48		No	Yes	No	Yes
104	9	Curtis @ Maloof	15510 Curtis	F-45	Mondell pine	Pinus eldarica	19.5	35 - 40	35	Good	Good	Good	N/A	72		No	No	No	Yes
105	9	6029 Lily Rock Dr	6005 Knox	F-9	Southern magnolia	Magnolia grandiflora	9.0	20 - 25	30	Fair	Fair	Fair	0	48	Wilted leaves	Yes	No	Yes	No
106	12	15139 Cerritos St		F-1	Southern live oak	Quercus virginiana	14.0	30 - 35	50	Good	Good	Good	N/A	48	Gravel and barrier around base, corrected trunk lean	No	No	No	Yes
107	12	15139 Cerritos St	on Plumrose	S-1	Southern live oak	Quercus virginiana	11.5	25 - 30	45	Fair	Fair	Fair	N/A	48	Gravel and barrier around base, tip dieback	No	No	No	Yes
108	12	6938 Plumrose St		F-1	Southern live oak	Quercus virginiana	13.5	25 - 30	60	Good	Fair	Good	0	36	Slightly one-sided canopy growth, corrected lean	Yes	Yes	Yes	Yes
109	12	6948 Plumrose St		F-1	Southern live oak	Quercus virginiana	16.5	25 - 30	45	Fair	Fair	Fair	0	36	Improper pruning cut with bark tears in upper canopy, corrected lean	Yes	Yes	Yes	Yes
110	12	15162 Cory Ct		F-1	Mondell pine	Pinus eldarica	22.0	35 - 40	60	Good	Good	Good	0	24	Signs of decay in visible surface roots	Yes	Yes	Yes	Yes
111	12	15111 Holiday Dr		F-1	London plane	Platanus x hispanica	13.0	40 - 45	65	Good	Good	Good	0	36		Yes	Yes	Yes	Yes
112	12	15138 Holiday Dr		F-1	Southern live oak	Quercus virginiana	14.0	25 - 30	50	Good	Fair	Good	0	48	Previous root cuts, corrected trunk lean	Yes	No	Yes	Yes
113	12	15158 Holiday Dr		F-1	Southern live oak	Quercus virginiana	14.5	25 - 30	65	Fair	Fair	Fair	0	48	Previous branch failure leading to one-sided canopy growth	Yes	No	Yes	Yes
114	12	15178 Holiday Dr		F-1	Southern live oak	Quercus virginiana	11.5	20 - 25	50	Good	Good	Good	N/A	48	Corrected lean	No	No	No	Yes
115	12	15245 Beartree St		Private Tree	Jacaranda	Jacaranda mimosifolia	16.0	25 -30	55	Good	Good	Good	0	24	Previous root cuts	Yes	Yes	Yes	Yes
116	12	7222 Andrea St		Private Tree	Italian stone pine	Pinus pinea	26.0	50 - 55	65	Good	Good	Good	N/A	144		No	No	No	No
117	12	Hemlock and Eastgate	7105 Hemlock	F-18	Italian stone pine	Pinus pinea	42.5	55 - 60	65	Good	Fair	Good	0	0	Codominant scaffolds	Yes	Yes	Yes	Yes
118	12	Hemlock and Bellgrove	on W/S Hemlock about 100 ft south of intersection	Private Tree	Camphor tree	Cinnamomum camphora	14.0	30 - 35	30	Good	Good	Good	0	48		Yes	No	Yes	Yes
119	12	14535 Arizona St		Private Tree	Camphor tree	Cinnamomum camphora	13.0	20 - 25	55	Good	Good	Good	24	48		Yes	No	Yes	Yes
120	12	14612 Nevada Ct		Private Tree	Italian stone pine	Pinus pinea	26.0	45 - 50	65	Good	Good	Good	N/A	144		No	No	No	No
121	12	7124 Oregon St	14515 Hawaii	F-3	California fan palm	Washingtonia filifera	21.5	50 - 55	15	Good	Good	Good	N/A	6		No	Yes	No	Yes
122	12	14590 Idaho St		Private Tree	Camphor tree	Cinnamomum camphora	11.0	15 - 20	45	Good	Good	Good	N/A	60		No	No	No	No
123	12	14635 Colorado St		Private Tree	African fern pine	Afrocarpus falcatus	13.0	20 - 25	30	Good	Good	Good	12	60		Yes	No	Yes	Yes
124	12	7067 Nebraska St	7077 Nebraska	F-1	Southern magnolia	Magnolia grandiflora	11.5	40 -45	30	Fair	Fair	Fair	N/A	36	Wilted leaves, epicomic growth on lower trunk	No	No	No	Yes
125	13	7175 Birch Tree PL		Private Tree	Holly oak	Quercus ilex	12.0	45945	10	Good	Fair	Fair	N/A	60	Pruned as topiary, corrected trunk lean	No	No	No	Yes
126	13	7209 Magnolia Pl	on Apricot Tree Way	Private Tree	Edible fig	Ficus carica	13.0	15 -20	55	Good	Good	Good	0	12		Yes	Yes	Yes	Yes
127	13	7038 Fremontia Ave	on Kristine	S-4	Mondell pine	Pinus eldarica	25.5	45 - 50	60	Good	Good	Good	N/A	120		No	No	No	Yes
128	13	6923 Irene Ct	15451 Walnut	F-12	Aleppo pine	Pinus halepensis	18.0	35 - 40	45	Fair	Fair	Fair	0	72	Thin canopy, trimmed to one-sided canopy	Yes	No	Yes	Yes
129	13	6919 Lisa Dr		Private Tree	London plane	Platanus x hispanica	13.5	35 - 40	40	Fair	Fair	Fair - Poor	0	60	Severely pruned	Yes	No	Yes	Yes
130	13	6924 Lisa Dr		Private Tree	London plane	Platanus x hispanica	23.0	50 - 55	70	Good	Good	Good	0	72		Yes	No	Yes	Yes
131	13	7151 Elsa Ct		Private Tree	London plane	Platanus x hispanica	18.0	30 - 35	40	Good	Fair - Poor	Fair - Poor	48	72	Topped	Yes	No	Yes	Yes
132	13	15759 Virginia dr		F-1	Hong Kong orchid tree	Bauhinia x blakeana	16.5	25 - 30	60	Good	Good	Good	12	36		Yes	Yes	Yes	Yes
133	13	15751 Virginia Dr		F-1	Hong Kong orchid tree	Bauhinia x blakeana	10.5	25 - 30	45	Good	Good	Good	N/A	36		No	No	No	Yes
134	13	15423 McDonnell Ave	across from address	Not in Inventory	Modesto ash	Fraxinus velutina 'Modesto'	6.0	15 - 20	35	Fair	Fair	Fair	0	60	Signs of decay in visible surface roots	Yes	No	Yes	No
135	13	6830 Beechcraft ave		Private Tree	Modesto ash	Fraxinus velutina 'Modesto'	15.0	25 - 30	50	Good	Good	Good	0	60		Yes	No	Yes	Yes
136	13	6830 Beechcraft ave		Private Tree	Modesto ash	Fraxinus velutina 'Modesto'	15.0	25 - 30	50	Good	Good	Good	N/A	240	Same tree as above	No	No	No	No
137	13	6838 Westwind ave	on Southwind		Stump	Stump	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
138	13	6818 Westwind Ave	on Southwind	Not in Inventory	American sweetgum	Liquidambar styraciflua	13.5	35 - 40	40	Good	Good	Good	0	48	Signs of root decay in visible surface roots	Yes	No	Yes	Yes

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139	13	6679 Tokay		Private Tree	Pepper tree	Schinus molle	28.0	35 - 40	45	Fair	Fair	Fair	N/A	120		No	No	No	Yes
140	13	6836 Tahoe Way		F-1	Bottle tree	Brachychiton populneus	10.0	25 -30	40	Good	Good	Good	0	36		Yes	No	Yes	Yes
141	13	16025 San Leandro Dr		F-2	Holly oak	Quercus iliex	10.5	25 -30	40	Fair	Fair	Fair	18	36		Yes	No	Yes	Yes
142	13	6917 Tahoe Way		Not in Inventory	Bottle tree	Brachychiton populneus	9.5	15 -20	25	Good	Good	Good	N/A	60		No	No	No	No
143	13	7237 Almeria		F-1	American sweetgum	Liquidambar styraciflua	12.0	30 -35	40	Fair	Good	Good	0	36	Deadwood in canopy	Yes	Yes	Yes	Yes
144	18	E/S Hemlock	Between Red Sox and Indian Dr	S-1	Southern magnolia	Magnolia grandiflora	11.5	35 - 40	45	Good	Good	Good	0	36		Yes	No	Yes	Yes
145	18	7720 Mariners Way		F-1	American sweetgum	Liquidambar styraciflua	12.5	35 - 40	50	Good	Fair	Fair	0	36	Surface roots observed in yard opposite the sidewalk. Codominant scaffolds	Yes	Yes	Yes	Yes
146	18	7690 Newberry Ln		Private Tree	Southern magnolia	Magnolia grandiflora	12.5	30 - 35	45	Fair	Fair	Fair	N/A	60	Surrounded by artificial turf, thin canopy	No	No	No	Yes
147	18	15157 Dandelion Ln	sidewalk panel is located on Mums		N/A	No Tree at this location	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
148	18	7662 Poppy Ln	lcoated on edelwiess st	Not in Inventory	African sumac	Searsia lancea	10.0	15 -20	35	Fair	Fair	Fair	N/A	24	Gravel up to the base of the tree., corrected trunk lean	No	Yes	No	Yes
148 a	18	7662 Poppy Ln		Not in Inventory	African sumac	Searsia lancea	13.0	15 -20	40	Good	Fair	Good	12	12	Gravel up to the base of the tree	Yes	Yes	Yes	Yes
149	18	15207 Edelwisess st	30 st east of address	Not in Inventory	African sumac	Searsia lancea	13.0	15 -20	25	Good	Good	Good	0	18		Yes	Yes	Yes	Yes
150	18	E/S Hemlock FROM MILLER	15106 Hemlock	F-2	Mondell pine	Pinus eldarica	23.0	40 - 45	50	Good	Good	Good	N/A	18		No	Yes	No	Yes
151	18	15151 Edelweiss st	15106 Hemlock	F-11	Mondell pine	Pinus eldarica	24.0	45 - 50	40	Fair	Fair	Fair	N/A	36	Large wound at base, partially compartm entalized. Slightly one-sided canopy growth	No	Yes	No	Yes
152	18	15199 Edelweiss st	15106 Hemlock	F-23	Mondell pine	Pinus eldarica	21.0	35 - 40	45	Good	Fair	Fair	N/A	36	Slighlty one-sided canopy growth	No	Yes	No	Yes
153	18	50ft west of Miller & poppy N/S	15106 Hemlock	F-29	Mondell pine	Pinus eldarica	20.0	35 - 40	40	Good	Fair	Fair	N/A	36		No	Yes	No	Yes
154	18	15080 Miller ave		F-7	Flooded gum	Eucalyptus rudis	21.0	45 - 50	45	Good	Good	Good	24	36		Yes	Yes	Yes	Yes
155	18	15080 Miller ave		S-7	Bottle tree	Brachychiton populneus	13.0	25 -30	40	Good	Fair	Fair	0	36		Yes	Yes	Yes	Yes
156	18	7688 Plumaria st		F-1	American sweetgum	Liquidambar styraciflua	16.5	40 - 45	25	Fair	Fair	Good	0	36	Tip dieback	Yes	Yes	Yes	Yes
157	18	14932 Dandelion st		Private Tree	Bottle tree	Brachychiton populneus	14.0	20 -25	30	Good	Fair	Fair	36	48		Yes	No	Yes	Yes
158	18	15072 Cornflower ct		Private Tree	Brisbane box	Lophostemon confertus	20.0	35 - 40	50	Good	Good	Good	0	24		Yes	Yes	Yes	Yes
159	18	15073 alyssum ct		Private Tree	Ornamental pear	Pyrus calleryana	16.0	15 -20	20	Fair	Fair - Poor	Fair - Poor	0	48	Pollarded	Yes	Yes	Yes	Yes
160	18	14951 Fernleaf		Private Tree	African sumac	Searsia lancea	18.0	30 -35	60	Good	Good	Good	12	60		Yes	No	Yes	Yes
161	18	7330 cornstone ln		Private Tree	African sumac	Searsia lancea	16.0	15 -20	50	Fair	Fair	Fair	N/A	60	Signs of branch decay in lower canopy	No	No	No	Yes
162	18	15060 Snapdragon dr		Private Tree	Southern magnolia	Magnolia grandiflora	16.0	20 -25	40	Fair	Fair	Fair	0	120	Surface roots observed in the parkway opposite the sidewalk.	Yes	No	Yes	No
163	18	E/S VILLAGE PRKWAY 100FT S OF VILLAGE PARKWAY/ BASELINE	7301 Rancho Fontana Village	F-8	California sycamore	Platanus racemosa	12.5	45 - 50	35	Good	Good	Good	0	36		Yes	Yes	Yes	Yes
164	18	E/S VILLAGE PRKWAY 150FT S OF VILLAGE PARKWAY/ BASELINE	7301 Rancho Fontana Village	F-11	California sycamore	Platanus racemosa	12.5	45 - 50	35	Good	Fair	Good	12	48	Corrected trunk lean	Yes	No	Yes	Yes
165	18	E/S VILLAGE PRKWAY 160FT S OF VILLAGE PARKWAY/ BASELINE	7301 Rancho Fontana Village	F-11	California sycamore	Platanus racemosa	12.5	45 - 50	35	Good	Fair	Good	12	48	Same tree as above	Yes	No	Yes	Yes
166	18	E/S VILLAGE AND SNAPDRAGON	7301 Rancho Fontana Village	F-19	California sycamore	Platanus racemosa	15.0	45 - 50	35	Good	Good	Good	24	60	Circling visible surface roots	Yes	No	Yes	Yes
167	18	15235 GERANIUM ST		Private Tree	Camphor tree	Cinnamomum camphora	11.5	20 -25	45	Good	Good	Good	N/A	60		No	No	No	No
168	18	N/S VILLAGE PKWY AND POPPY LANE	15200 Rancho Fontana Village	F-4	Red ironbark	Eucalyptus sideroxylon	24.5	45 -50	55	Good	Fair	Good	0	12	Codominant scaffolds	Yes	Yes	Yes	Yes
169	18	N/S VILLAGE PKWY AND Violet st	15200 Rancho Fontana Village	F-1	Red ironbark	Eucalyptus sideroxylon	24.0	45 - 50	60	Good	Fair	Fair	N/A	60		No	Yes	No	Yes
170	18	W/S VILLAGE PKWY & ANGELICA	7373 Rancho Fontana Village	F-4	Flooded gum	Eucalyptus rudis	33.5	50 - 55	60	Good	Fair	Good	0	48	Signs of decay in visible surface roots, visble crossing surface roots, codominant scaffolds	Yes	Yes	Yes	Yes
171	18	W/S VILLAGE PKWY & ANGELICA	7373 Rancho Fontana Village	F-5	Red ironbark	Eucalyptus sideroxylon	26.0	50 - 55	50	Fair	Fair	Fair	0	48	Signs of decay in visible surface roots, visble crossing surface roots, codominant scaffolds, thin canopy	Yes	Yes	Yes	Yes
172	18	W/S VILLAGE PKWY & CARNATION	15107 Rancho Fontana Village	F-4	Red ironbark	Eucalyptus sideroxylon	28.5	45 - 50	45	Good	Fair	Fair	0	36	Corrected trunk lean, codominant scaffolds	Yes	Yes	Yes	Yes
173	18	W/S VILLAGE PKWY & BEECH	7600 Beech	F-8	Flooded gum	Eucalyptus rudis	33.0	50 - 55	50	Good	Fair	Good	0	12	Codominant scaffolds	Yes	Yes	Yes	Yes
174	18	VILLAGE PKWY & BEECH	W/S 300 FT S OF VILLAGE PKWY	Tree removed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
175	18	VILLAGE PKWY & BEECH	7600 Beech	F-13	Red ironbark	Eucalyptus sideroxylon	18.0	40 -45	45	Fair	Fair	Fair	6	12	Circling visible surface roots, thin canopy, uncorrected trunk lean	Yes	Yes	Yes	Yes

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176	18	BEECH & SANDHURST	7600 Beech	F-8	Red ironbark	Eucalyptus sideroxylon	13.0	35 - 40	15	Fair	Fair	Fair - Poor	12	12	Uncorrected trunk lean, codominant scaffolds	Yes	Yes	Yes	Yes
176 a	18	BEECH & SANDHURST	7600 Beech	F-9	Mondell pine	Pinus eldarica	16.5	40 - 45	40	Good	Fair	Fair	N/A	48	Slightly one-sided canopy growth	No	Yes	No	Yes
177	18	BEECH & MILLER	7600 Beech	F-26	Mondell pine	Pinus eldarica	19.5	35 - 40	35	Good	Good	Good	N/A	36		No	Yes	No	Yes
178	18	SW CORNER OF BEECH & SUNFLOWER	7379 Mandrake	S-3	Crape myrtle	Lagerstroemia indica	7.5	20 - 25	35	Good	Good	Good	0	48		Yes	No	Yes	No
179	18	S/S 100FT WEST OF BEECH & BASELINE	15105 Baseline	F-47	Mondell pine	Pinus eldarica	23.0	25 - 30	35	Fair	Fair - Poor	Fair - Poor	N/A	48	Topped, one-sided canopy growth, thin canopy	No	Yes	No	Yes
180	18	S/S 120 FT WEST OF BEECH & BASELINE	15105 Baseline	F-45	Mondell pine	Pinus eldarica	21.5	25 - 30	40	Good	Fair - Poor	Fair - Poor	N/A	60	Topped	No	Yes	No	Yes
181	18	S/S 300FT WEST OF BEECH AND BASELINE	15105 Baseline	F-39	Mondell pine	Pinus eldarica	24.0	25 - 30	45	Good	Fair - Poor	Fair - Poor	N/A	60	Topped	No	Yes	No	Yes
182	19	16060 JACKSON DR		F-1	London plane	Platanus x hispanica	14.5	35 - 40	45	Good	Fair	Fair	N/A	36		No	Yes	No	Yes
183	19	16060 JACKSON DR	16050 Jackson	F-3	London plane	Platanus x hispanica	11.5	35 - 40	45	Good	Good	Good	18	36		Yes	No	Yes	Yes
184	19	16050 JACKSON DR		F-1	London plane	Platanus x hispanica	15.0	30 - 35	35	Fair	Fair	Fair	12	36	Signs of decay in visible surface roots, Thin canopy	Yes	Yes	Yes	Yes
184 a	19	16050 JACKSON DR		F-2	London plane	Platanus x hispanica	10.0	30 - 35	35	Fair - Poor	Fair	Fair	N/A	36	Thin canopy, deadwood throughout canopy	No	No	No	Yes
185	19	7450 Cherimoya Ct		Private Tree	Aleppo pine	Pinus halepensis	40.0	55 - 60	60	Good	Fair	Good	72	96	Codominant scaffolds	Yes	Yes	Yes	Yes
186	19	7775 WHITEWOOD DR		F-1	Flooded gum	Eucalyptus rudis	26.5	50 - 55	50	Fair	Good	Good	N/A	108	Deadwood throughout the canopy	No	No	No	Yes
187	19	7700 WHITEWOOD DR		F-1	Bottle tree	Brachychiton populneus	11.0	35 - 40	20	Fair	Fair	Fair	0	48	One-sided canopy growth, no limbs along lower 25' of the trunk	Yes	No	Yes	Yes
188	19	15760 Fairview Dr	located on side street east of adress Whitewood dr	S-2	Bottle tree	Brachychiton populneus	11.0	15 - 20	30	Good	Fair	Fair	12	36	Codominant scaffolds	Yes	No	Yes	Yes
189	19	15695 Fairview Dr	15715 Fairview	F-1	Chinese pistache	Pistacia chinensis	11.0	20 - 25	45	Good	Good	Good	N/A	36		No	No	No	Yes
190	19	15695 Fairview Dr		F-1	Chinese pistache	Pistacia chinensis	13.5	20 - 25	45	Fair	Good	Good	0	36	Tip dieback	Yes	Yes	Yes	Yes
191	19	15675 REED DR		F-3	Pepper tree	Schinus molle	24.0	35 - 40	60	Good	Good	Good	0	24		Yes	Yes	Yes	Yes
191 a	19	15675 REED DR		F-4	Chinaberry	Melia azedarach	16.0	35 - 40	55	Good	Good	Good	0	36		Yes	Yes	Yes	Yes
192	19	SW Corner of Tokay Ave and Ava PL	7700 Tokay	F-4	American sweetgum	Liquidambar styraciflua	16.5	40 - 45	40	Fair	Good	Good	0	24	Previous root cuts, signs of decay in visible surface roots	Yes	Yes	Yes	Yes
193	19	7775 Tokay	7700 Tokay	F-11	American sweetgum	Liquidambar styraciflua	19.0	40 - 45	40	Fair	Fair	Fair	0	36	Signs of decay in visible surface roots	Yes	Yes	Yes	Yes
194	19	7915 Tokay	7908 Tokay	F-3	Weeping fig	Ficus benjamina	10.5	20 - 25	35	Good	Good	Good	0	48		Yes	No	Yes	Yes
195	19	16080 Fairview Ct		F-1	American sweetgum	Liquidambar styraciflua	22.0	50 - 55	50	Good	Good	Good	N/A	18		No	Yes	No	Yes
196	19	16070 Fairview Ct		F-1	American sweetgum	Liquidambar styraciflua	14.5	45 - 50	40	Good	Fair	Good	0	36	Codominant scaffolds	Yes	Yes	Yes	Yes
197	19	7755 Tokay Ave		F-4	London plane	Platanus x hispanica	19.5	45 - 50	60	Good	Good	Good	N/A	24		No	Yes	No	Yes
198	19	15820 Miller		F-1	Southern magnolia	Magnolia grandiflora	10.0	20 - 25	35	Good	Good	Good	N/A	36		No	No	No	Yes
199	19	S/E Corner Beech and Sunflower Ln	7355 Beech	F-4	Mondell pine	Pinus eldarica	20.5	40 - 45	40	Good	Good	Good	N/A	6	Corrected trunk bends	No	Yes	No	Yes
200	19	E/S Beech	7355 Beech	F-11	Mondell pine	Pinus eldarica	19.0	35 - 40	45	Fair	Good	Good	0	0	Thin canopy	Yes	Yes	Yes	Yes
201	19	E/S Beech	7355 Beech	F-36	Mondell pine	Pinus eldarica	24.5	35 - 40	45	Good	Fair	Fair	N/A	12	Slightly one-sided canopy growth, codominant scaffolds	No	Yes	No	Yes
202	19	7435 Peppertree Ln	No Tree at this location	No Tree	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
203	19	15535 Joliet Ct		Private Tree	Bottle tree	Brachychiton populneus	13.0	30 - 35	50	Fair	Fair	Fair	0	48	One-sided canopy growth, codominant scaffolds, deadwood in upper canopy	Yes	No	Yes	Yes
204	19	7423 Sultana Ave		Private Tree	Chinese flame tree	Koelreuteria bipinnata	11.5	30 - 35	30	Good	Fair	Good	36	60	Codominant scaffolds	No	No	Yes	No
205	19	15384 Village Pkwy	15370 Rancho Fontana Village	F-2	London plane	Platanus x hispanica	20.0	40 - 45	65	Good	Good	Good	0	24		Yes	Yes	Yes	Yes
206	19	15420 Village Pkwy	15401 Rancho Fontana Village	F-4	London plane	Platanus x hispanica	18.0	40 - 45	50	Good	Fair	Good	6	48	Codominant scaffolds	Yes	Yes	Yes	Yes
207	19	15432 Village Pkwy	15401 Rancho Fontana Village	F-9	London plane	Platanus x hispanica	12.5	35 - 40	40	Fair	Fair	Fair	N/A	48	Thin canopy	No	No	No	Yes
208	19	15432 Village Pkwy	15401 Rancho Fontana Village	F-11	Nichol's willowleafed peppermint	Eucalyptus nicholii	21.0	35 - 40	45	Good	Fair	Good	N/A	48	Uncorrected trunk lean	No	Yes	No	Yes
209	19	15474 Village Pkwy		Private Tree	Modesto ash	Fraxinus velutina 'Modesto'	11.0	25 - 30	35	Fair	Fair	Fair	0	60	Signs of decay around previous pruning wound, codominant scaffolds	Yes	No	Yes	No
210	19	7683 Maloof	15557 Raymond	S-2	American sweetgum	Liquidambar styraciflua	12.0	15 -20	30	Fair	Fair - Poor	Fair - Poor	24	36	Topped, signs of decay in visible surface roots	Yes	Yes	Yes	Yes

	Map Grid	Address	Cross Street/ Comments	Arbor Accces Tree Number	Common Name	Botanical Name	DBH	Height	Canopy	Health	Structure	Form	Dis to struct roots	Dis to Base	Notes	Structural roots to be cut 3x DBH	Repair to be within 3X DBH distance to base	Structural roots to be cut 5x DBH	Repair to be within 5X DBH distance to base
211	19	7593 Redbluff Ln		F-2	Weeping fig	Ficus benjamina	8.0	15 - 20	30	Fair	Fair	Fair	N/A	24	Thin canopy	No	Yes	No	Yes
212	19	7537 Redbluff Ln		F-1	Southern magnolia	Magnolia grandiflora	10.0	20 -25	40	Good	Good	Good	24	36		Yes	No	Yes	Yes
213	19	16960 Mesa Dr		F-1	Camphor tree	Cinnamomum camphora	8.5	20 -25	30	Fair	Fair	Fair	N/A	36	Thin canopy, codominant scaffolds	No	No	No	Yes
214	19	16970 Mesa Dr		F-1	Bottle tree	Brachychiton populneus	8.0	15 -20	15	Fair	Poor	Fair - Poor	6	48	Thin canopy, codominant scaffolds, twisted canopy structure	Yes	No	Yes	No
215	19	16940 Jackson Dr		F-1	American sweetgum	Liquidambar styraciflua	14.5	35 - 40	40	Good	Good	Good	6	60	Signs of decay in visible surface roots	Yes	No	Yes	Yes
216	19	16834 Montgomery		F-1	Southern magnolia	Magnolia grandiflora	14.0	35 - 40	40	Good	Fair	Good	0	36	Uncorrected trunk lean	Yes	Yes	Yes	Yes
217	19	7434 Catawba Dr		F-1	Hong Kong orchid tree	Bauhinia x blakeana	24.5	20 - 25	45	Good	fair	Good	0	48	Corrected trunk lean, codominant scaffolds	Yes	Yes	Yes	Yes
218	19	7448 Catawba Dr		Tree removed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
219	19	7477 Catawba Dr		F-1	American sweetgum	Liquidambar styraciflua	12.5	30 - 35	30	Good	Fair - Poor	Fair - Poor	6	48	Topped	Yes	No	Yes	Yes
220	19	7530 Catawba Dr		F-1	Hong Kong orchid tree	Bauhinia x blakeana	16.5	25 - 30	45	Good	Good	Good	0	36		Yes	Yes	Yes	Yes
221	19	7541 Catawba Dr		F-1	Pepper tree	Schinus molle	31.5	35 - 40	65	Fair	Fair	Good	0	48	Armillaria mushrooms at base of trunk, Twisted scaffold structure	Yes	Yes	Yes	Yes
222	19	7554 Catawba Dr		F-1	Carrot wood	Cupaniopsis anacardioides	20.0	30 - 35	60	Good	Fair	Good	N/A	36	Twsited scaffold structure	No	Yes	No	Yes
223	19	7461 Niagara Dr		Tree removed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
224	19	7494 Niagara Dr		F-1	Shamel ash	Fraxinus uhdei	16.5	35 -40	35	Good	Fair	Fair	0	36	One-sided canopy due to previous removal of one of the main scaffolds	Yes	Yes	Yes	Yes
225	19	7640 Catawba Ct		F-1	Hong Kong orchid tree	Bauhinia x blakeana	18.5	25 - 30	30	Good	Fair	Fair	N/A	36	Barrier around tree @ 24", Corrected trunk lean	No	Yes	No	Yes
226	19	7645 Catawba Ct		F-1	Hong Kong orchid tree	Bauhinia x blakeana	14.0	20 -25	30	Good	Fair	Fair	N/A	36	Structural roots damaging curb, uncorrected lean, signs of decay in visible surface roots	No	Yes	No	Yes
227	19	7485 Jacaranda Ave		F-1	Jacaranda	Jacaranda mimosifolia	19.0	35 - 40	60	Good	Fair	Fair	24	36	Signs of decay in visible surface roots, corrected trunk lean	Yes	Yes	Yes	Yes
228	19	7485 Jacaranda Ave		F-1	Jacaranda	Jacaranda mimosifolia	19.0	35 - 40	60	Good	Fair	Fair	12	72	Same tree as above	Yes	No	Yes	Yes
229	19	7480 Jacaranda Ave		F-1	Jacaranda	Jacaranda mimosifolia	19.0	35 - 40	65	Good	Good	Good	0	84	Previous root cuts	Yes	No	Yes	Yes
230	19	7456 Jacaranda Ave	7440 Jacaranda	F-1	London plane	Platanus x hispanica	17.0	35 - 40	65	Good	Good	Good	0	108		Yes	No	Yes	No
231	19	7440 Jacaranda Ave	7440 Jacaranda	F-1	London plane	Platanus x hispanica	17.0	35 - 40	65	Good	Good	Good	0	72	Same tree as above	Yes	No	Yes	Yes
232	19	7424 Jacaranda Ave		F-1	London plane	Platanus x hispanica	31.0	35 - 40	65	Good	Fair	Good	0	36	Surface roots passing under sidewalk visible in adjacent yard, codominant trunks, signs of decay in visible surface roots	Yes	Yes	Yes	Yes
233	19	16946 Sunburst Dr	7427 Jacaranda	S-2	California sycamore	Platanus racemosa	21.0	50 -55	60	Good	Good	Good	0	48	Signs of decay in visible surface roots	Yes	Yes	Yes	Yes
234	19	7430 Tokay	located on Sunburst	S-2	London plane	Platanus x hispanica	12.0	35 - 40	50	Good	Fair	Good	36	48	Signs of decay in visible surface roots, codominant scaffolds	Yes	No	Yes	Yes
235	19	7482 Concord		F-1	Camphor tree	Cinnamomum camphora	11.5	25 -30	40	Fair	Fair	Fair	N/A	48	One-sided canopy growth, tip dieback, codominant scaffolds	No	No	No	Yes
236	19	7680 Concord		F-1	Camphor tree	Cinnamomum camphora	15.0	25 -30	55	Good	Fair	Good	12	36	Codominant scaffolds	Yes	Yes	Yes	Yes
237	19	7645 Cherimoya Ct		F-1	Silk tree	Albizia julibrissin	15.5	15 -20	30	Fair	Fair	Fair	0	48	Signs of decay in visible surface roots, previous root cuts, deadwood throughout canopy, codominant scaffolds	Yes	No	Yes	Yes
238	19	16040 Ramona Dr		F-1	Rusty-leaf fig	Ficus rubiginosa	26.0	25 - 30	55	Fair	Fair	Good	6	24	One-sided canopy growth due to previous removal of main scaffold, deadwood in upper canopy	Yes	Yes	Yes	Yes
239	19	16015 Elaine Dr		F-1	Jacaranda	Jacaranda mimosifolia	17.5	35 - 40	50	Good	Good	Good	18	24	Signs of decay in visible surface roots	Yes	Yes	Yes	Yes
240	19	7535 Cherimoya Ct		F-1	Brazilian pepper	Schinus terebinthifolius	20.0	25 - 30	65	Good	Fair	Good	36	36	Circling visible surface roots, corrected trunk lean, twisted scaffold structure	Yes	Yes	Yes	Yes
241	19	7515 Cherimoya Ct		F-1	Brazilian pepper	Schinus terebinthifolius	8.0	45945	30	Fair	Fair - Poor	Fair - Poor	N/A	48	Severely pruned, twisted scaffold structure	No	No	No	No
242	19	16010 Elaine Dr		F-1	Jacaranda	Jacaranda mimosifolia	23.0	30 - 35	55	Good	Fair	Fair	6	48	Previous root cuts, codominant scaffolds	Yes	Yes	Yes	Yes
243	19	16010 Elaine Dr	located on tokay	Private Tree	Carob	Ceratonia siliqua	28.0	25 -30	50	Good	Good	Good	6	120		Yes	No	Yes	Yes
244	19	7525 Tokay		F-1	London plane	Platanus x hispanica	22.5	50 -55	70	Good	Good	Good	0	48		Yes	Yes	Yes	Yes
245	19	7670 Citrus		Private Tree	Crape myrtle	Lagerstroemia indica	5.0	10 - 15	15	Good	Good	Good	N/A	36		No	No	No	No
246	19	7660 Citrus		Tree removed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
247	19	7630 Citrus		F-1	London plane	Platanus x hispanica	14.0	30 - 35	55	Fair - Poor	Fair - Poor	Fair - Poor	12	48	Signs of decay in visible surface roots, deadwood throughout canopy, tip dieback	Yes	No	Yes	Yes
248	19	7590 Citrus		F-1	California sycamore	Platanus racemosa	20.0	40 -45	60	Good	Fair	Good	0	36	Signs of decay in visible surface roots, uncorrected trunk lean	Yes	Yes	Yes	Yes

	Map Grid	Address	Cross Street/ Comments	Arbor Accces Tree Number	Common Name	Botanical Name	DBH	Height	Canopy	Health	Structure	Form	Dis to struct roots	Dis to Base	Notes	Structural roots to be cut 3x DBH	Repair to be within 3X DBH distance to base	Structural roots to be cut 5x DBH	Repair to be within 5X DBH distance to base
249	19	7520 Citrus		F-1	London plane	Platanus x hispanica	18.5	45 - 50	60	Good	Good	Good	N/A	96		No	No	No	No
250	19	7510 Citrus	16095 San Jacinto	S-3	London plane	Platanus x hispanica	14.0	40 - 45	50	Good	Fair	Fair	N/A	36	One-sided canopy growth, codominant scaffolds	No	Yes	No	Yes
251	19	16095 San Jacinto	on Citrus	S-1	London plane	Platanus x hispanica	18.0	30 - 35	55	Fair	Fair	Fair	24	36	Codominant scaffolds, deadwood throughout canopy	Yes	Yes	Yes	Yes
252	19	7420 Citrus		F-1	London plane	Platanus x hispanica	19.0	35 - 40	50	Good	Fair	Good	N/A	36	Slightly one-sided canopy growth	No	Yes	No	Yes
253	19	7420 Citrus		F-2	London plane	Platanus x hispanica	17.5	35 - 40	45	Fair	Fair	Fair	24	36	Corrected trunk lean, deadwood throughout canopy	Yes	Yes	Yes	Yes
254	19	16095 Jackson dr	on citrus	S-1	London plane	Platanus x hispanica	16.0	30 - 35	60	Fair	Good	Good	18	36	Deadwood throughout the canopy	Yes	Yes	Yes	Yes
255	26	16007 Merrill Ave	23 ft west of apartment driveway approaach	F-3	Canary Island pine	Pinus canariensis	27.0	60 - 65	40	Good	Fair	Good	N/A	12	Corrected trunk lean	No	Yes	No	Yes
255 a	26	16007 Merrill Ave	23 ft west of apartment driveway approaach	F-4	Canary Island pine	Pinus canariensis	27.5	55 - 60	35	Good	Fair	Fair	0	12		Yes	Yes	Yes	Yes
256	26	16007 Merrill Ave	65 ft east of apartment driveway approach	F-6	Canary Island pine	Pinus canariensis	22.0	55 - 60	35	Fair	Fair	Fair	N/A	24		No	Yes	No	Yes
257	26	8888 Citrus Ave	60 ft north from Citrus and Merrill Intersection	Private Tree	Carrot wood	Cupaniopsis anacardioides	16.5	25 - 30	40	Fair	Fair	Fair	60	72	Severely pruned	No	No	Yes	Yes
258	26	8888 Citrus Ave	10 ft north of citrus and merrill intersection	F-6	Southern magnolia	Magnolia grandiflora	13.0	25 - 30	25	Fair	Fair	Fair	0	36	Thin canopy	Yes	Yes	Yes	Yes
258 a	26	8888 Citrus Ave	10 ft north of citrus and merrill intersection	Private Tree	Cajeput tree	Melaleuca quinquenervia	18.0	20 - 25	20	Fair	Fair	Fair	N/A	36	Severly pruned, signs of decay at base of trunk	No	Yes	No	Yes
259	26	8600 Citrus Ave	20 ft south of apartment entrance	F-11	Red ironbark	Eucalyptus sideroxylon	29.5	50 - 55	50	Good	Fair	Fair	12	36	Codominant scaffolds	Yes	Yes	Yes	Yes
260	26	8555 Citrus Ave	No area for concrete repair noted in this area	No Tree	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
261	26	8555 Citrus Ave	No area for concrete repair noted in this area	No Tree	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
262	26	8555 Citrus Ave	No area for concrete repair noted in this area	No Tree	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
263	26	End of Tokay dead end	8601 Tokay	F-23	Lemon-scented gum	Corymbia citriodora	18.0	40 - 45	35	Good	Fair	Good	N/A	120	Uncorrected trunk lean, listed in AA as Vacant Site	No	No	No	No
264	26	Tokay dead end	8601 Tokay	F-12	Silver dollar gum	Eucalyptus polyanthemos	23.0	40 - 45	40	Good	Fair - Poor	Fair	0	24	Uncorrected trunk lean	Yes	Yes	Yes	Yes
265	26	tokay Deadend	8601 Tokay	F-7	London plane	Platanus x hispanica	4.0	20 - 25	15	Fair	Poor	Poor	0	36	Small tree, deadwood throughout canopy, uncorrected upper trunk bend	Yes	No	Yes	No
266	26	16035 Valencia		F-1	Jacaranda	Jacaranda mimosifolia	26.0	40 - 45	60	Fair	Fair	Fair	6	36	Codominant scaffolds, signs of decay in scaffold branches near previous scaffold failure	Yes	Yes	Yes	Yes
267	26	Tokay	200 ft south of arrow	No Tree	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
268	26	Tokay	16010 Valencia	S-1	River red gum	Eucalyptus camaldulensis	16.0	20 - 25	20	Good	Fair	Fair	0	24	Smaller tree	Yes	Yes	Yes	Yes
269	26	E/S Citrus	16103 Valencia	S-1	Chinese flame tree	Koelreuteria bipinnata	23.5	30 - 35	60	Good	Fair	Good	0	24	Codominant scaffolds	Yes	Yes	Yes	Yes
270	26	E/S Tokay	8101 Tokay	F-1	California sycamore	Platanus racemosa	23.0	40 - 45	45	Good	Good	Good	N/A	84	Corrected trunk lean, codominant scaffolds	No	No	No	Yes
271	26	8174 Tokay	across from address	F-8	California sycamore	Platanus racemosa	23.0	40 - 45	50	Good	Fair	Fair	18	24		Yes	Yes	Yes	Yes
		TOTAL																	

Table 2: Tree Condition and Potential Impacts for the trees included in the Assessment.

Potential Project Impacts and Recommendations

The sidewalk repair plan calls for the removal of roots encountered during the removal of existing concrete and regrading for the new concrete. The critical root zone (CRZ) for a tree is the minimum root volume necessary for the tree to survive. The size of the CRZ can vary depending on species and life stage, however, generally roots within three to five times (3x – 5x) the DBH of a tree are considered to be part of the CRZ. When structural roots are removed in this zone, the stability of the tree can be significantly compromised, making the tree more susceptible to root plate failure.

Structural surface roots were observed for one hundred sixty-nine-seven (169) of the assessed trees that would be cut within three times (3x) the DBH (Highlighted Red in Table 2). If the roots will be cut, these trees will likely be recommended for removal. A certified arborist should evaluate the root cuts during the demolition and grading phases to provide individual recommendations to the City.

An additional two (2) trees had visible structural roots that would be cut within five times (5x) the DBH (Highlighted Orange in Table 2). The root plate stability will be less impacted by root cuts in this zone, however, these trees should also be evaluated by a certified arborist during the demolition and grading phases to provide the City with recommendations for each tree.

Fifty-three trees (53) had no visible structural roots that were within three times (3x) the DBH, however, the base of the tree was within this zone (Highlighted Yellow in Table 2). Thirty-three (33) trees had no visible structural roots in the CRZ, but the base of the tree was within five times (5x) the DBH of the sidewalk (Highlighted Blue in Table 2). Fourteen (14) trees had no visible structural roots and the base of the tree was not within the CRZ (Highlighted Green in Table 2). If the decision is made to retain these trees, construction should be monitored by a Certified Arborist and the following mitigation measures, based on ANSI A300 Standards and ISA BMPs, should be followed.

1. An International Society of Arboriculture Certified Arborist (Arborist) should be present during excavation.
2. Do not disturb or cut roots greater than 2” in diameter without first being inspected by the Arborist.
    a. Roots greater than 2” diameter inadvertently cut should be reported to the Arborist to be inspected.
3. Clean cut all roots still connected to the tree root system at the edge of the excavation zone to encourage compartmentalization of the wounds and reduce the likelihood of pathogen infection.
4. Cover roots exposed during excavation with moist burlap to prevent desiccation. The burlap should be kept in place and moist until they are covered with soil or other materials associated with the project work.

   a. If the burlap must be removed for project activities, the time the roots are uncovered should be minimized to the extent possible. The burlap should remain in place unless immediate work is being conducted in the protected area.
   b. To the extent possible, work that will require removal of the root protection should be conducted when temperatures are below 80 degrees Fahrenheit, and exposure should be avoided during the heat of the day.
   c. The Arborist will inspect the exposed roots after work is completed in the area for signs of desiccation.
      i. If exposed roots are damaged or desiccated, the root should be clean cut back to the remaining healthy tissue.
5. If large roots are encountered in the excavation area, they must be inspected by the Arborist.
   a. If possible, larger roots should be left in place and protected in burlap or foam.
      i. Excavation can continue around and below the protected root.
      ii. Backfill and compaction can occur as required by project specifications with the root protected and intact.
   b. Where preservation and protection of larger roots is not possible, the Arborist will determine if there is a risk to either the health or stability of the subject tree.

Bibliography

American National Standards Institute. *A300 Tree Care Standards.* ANSI. 2023.

Matheny, Nelda, E. Thomas Smiley, Ryan Gilpin, and Richard Hauer. *Best Management Practices: Managing Trees During Site Development and Construction.* Atlanta: International Society of Arboriculture, 2023.

Appendix A Assumptions and Limiting Conditions

1. Care has been taken to obtain all information from reliable sources. All data has been verified insofar as possible; however, the Consultant can neither guarantee nor be responsible for the accuracy of information provided by others. Standard of Care has been met with regards to this project within reasonable and normal conditions.

2. The Consultant will not be required to give testimony or to attend court due to this report unless subsequent contractual arrangements are made, including payment of an additional fee for such services as described in the fee schedule and contract of engagement.

3. Loss or alteration of any part of this report invalidates the entire report.

4. Possession of this report or a copy thereof does not imply right of publication or use for any purpose by any other than the person to whom it is addressed, without the prior written consent of the Consultant.

5. This report and any values expressed herein represent the opinion of the Consultant, and the Consultant's fee is in no way contingent upon the reporting of a stipulated result, a specified value, the occurrence of a subsequent event, nor upon any finding to be reported.

6. Unless expressed otherwise: 1) information contained in this report covers only those items that were examined and reflects the condition of those items at the time of inspection; and 2) the inspection is limited to visual examination of accessible items without dissection, excavation, or coring, unless otherwise stated. There is no warranty or guarantee, expressed or implied, that problems or deficiencies of the tree(s) or property in question may not arise in the future.

7. Arborists are tree specialists who use their education, knowledge, training, and experience to examine trees, recommend measures to enhance the beauty and health of trees, and attempt to reduce the risk of living near trees. It is highly recommended that you follow the arborist recommendations; however, you may choose to accept or disregard the recommendations and/or seek additional advice.

8. Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specific period.

9. Any recommendations and/or performed treatments (including, but not limited to, pruning or removal) of trees may involve considerations beyond the scope of the arborist's services, such as property boundaries, property ownership, site lines, disputes between neighbors, and any other related issues. Arborists cannot take such considerations into account unless complete and accurate information is disclosed to the arborist. An arborist can then be expected to consider and reasonably rely on the completeness and accuracy of the information provided.

10. The author has no personal interest or bias with respect to the subject matter of this report or the parties involved. He/she has inspected the subject tree(s) and to the best of their knowledge and belief, all statements and information presented in the report are true and correct.

Appendix B Certificate of Performance

I, Jeff Crain certify that:

- I have personally inspected the trees referred to in this report and have stated my findings accurately. The extent of the assessment is stated in the attached report and the Limits of the Assignment.
- I have no current or prospective interest in the tree or the property that are the subject of this report and have no personal interest or bias with respect to the parties involved.
- The analysis, opinions, and conclusions stated herein are my own and are based on current scientific procedures and facts.
- My analysis opinions, and conclusions were developed, and this report has been prepared according to commonly accepted arboricultural practices.
- No one provided significant professional assistance to me, except as indicated within the report.
- My compensation is not contingent upon the reporting of a predetermined conclusion that favors the cause of the client or any other party nor upon the results of the assessment, the attainment of stipulated results, or the occurrence of any subsequent events.

I further certify that I am a member of good standing of the International Society of Arboriculture. I have been involved in the field of municipal arboriculture in a full-time capacity for a period of more than 20 years.

Respectfully,

Jeff Crain
ISA Board Certified Master Arborist #WE-6658B
ISA Qualified Risk Assessor
Plant Health Care Arborist
West Coast Arborists Inc.

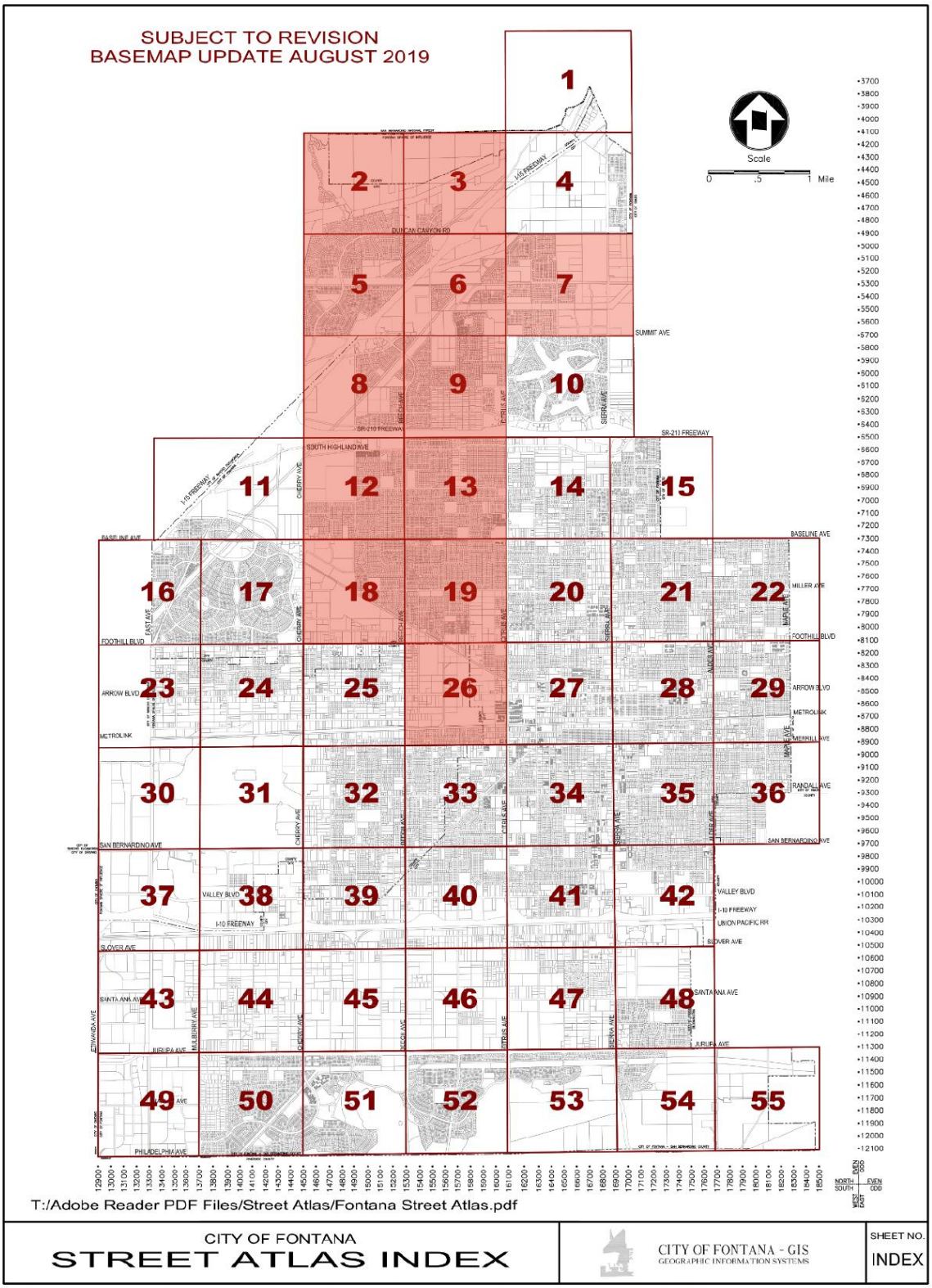


Figure 1: Map grids (highlighted in red) for trees included in the assessment.

WEST COAST ARBORISTS, INC.
9465 Schaefer Ave Ontario, CA 91761
800.521.3714 Phone 714.991.7844 E-Fax WCAINC.COM

Proforma # 97653

PROFORMA FOR TREE MAINTENANCE SERVICES

CUSTOMER INFORMATION

Main Contact
SHAWN MATEJCEK
CITY OF FONTANA
8353 SIERRA AVENUE
FONTANA, CA 92335
909.350.7649 smatejcek@fontanaca.gov

Billing Contact
ACCOUNTS PAYABLE
CITY OF FONTANA
8353 SIERRA AVENUE
FONTANA, CA 92335
909.350.6707

Inventory Needed	Link Funds to Job #	Purchase Order #	DIR Project ID #
Yes			

JOB LOCATION

Various Locations (Sidewalk Project #3)

SCOPE OF WORK

(96) Tree and Stump Removals

QTY	DESCRIPTION	U/M	UNIT PRICE	TOTAL
1,100.00	Tree & Stump Removal 0-24 DBH	Inch	$43.00	$47,300.00
800.00	Tree & Stump Removal 25+ DBH	Inch	$53.00	$42,400.00
			GRAND TOTAL:	**$89,700.00**

COMMENTS

DISCLAIMER: West Coast Arborists, Inc. ensures the quality of work performed, however, we do not ensure the agency's entire tree population from failure. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances. The controlling authority must manage trees and accept some degree of risk. Only work identified in the scope of the proposal and in the contract line item is included in our quote or invoice. All work will be completed in accordance with ANSI A300 standards. Price reflects payment under prevailing wage rates under the wage determination: Tree Maintenance Laborer and report of certified payroll to the Department of Industrial Relations as applicable in accordance with state labor laws. PROPOSAL IS VALID FOR 90 DAYS.

CA Contractors License 366764 Federal Tax ID: 95-3250682 CA DIR Registration 1000000956

ALONSO GARCIA	AREA MANAGER	07/16/25
ESTIMATED BY	TITLE	DATE
ACCEPTED BY	TITLE	DATE

File #: 25-0434
Agenda #: J.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve Extra Work to the Tree Maintenance Services Contract (PW-24-191-SP) for Necessary Tree and Stump Removals and Tree Replacements on both East Liberty Parkway and West Liberty Parkway in the Village of Heritage, for an Upcoming Pavement Repair Project

RECOMMENDATION:
Approve and authorize the Extra Work to Tree Maintenance Service Contract (PW-24-191-SP) with West Coast Arborists Inc. in the not-to-exceed amount of $221,021.00 for Tree Removal Services.

Approve and authorize the Extra Work to Tree Maintenance Service Contract (PW-24-191-SP) with West Coast Arborists Inc. in the not-to-exceed amount of $30,020.00 for Tree Planting Services.

Approve and authorize the purchase order to West Coast Arborists Inc. and any future purchase order change orders necessary to complete the project.

COUNCIL GOALS:

- To invest in the City’s infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City’s infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- To invest in the City’s infrastructure (streets, sewers, parks, etc.) by improving the aesthetics of the community through code enforcement, street sweeping, and landscape maintenance.
- To invest in the City’s infrastructure (streets, sewers, parks, etc.) by focusing on relief of traffic congestion.

DISCUSSION:
The FY 25/26 Pavement Rehabilitation Project includes pavement repair on East Liberty Parkway and West Liberty Parkway in the Village of Heritage. The proposed improvements include the removal of trees, stumps, and roots in both the medians and parkways, asphalt repairs and root removal from the pavement, curb and gutter repairs, and tree replacement. The project will improve drivability, increase pavement service life, and enhance the safety of vehicular traffic.

Structural surface roots were observed for one hundred and fifty-one (151) of the assessed trees within the project limits that would be impacted by the curb and gutter and pavement reconstruction. These trees are recommended for removal by West Coast Arborists, Inc. Residents in the Village of Heritage community will be notified of the tree removal and paving repair through changeable

message boards, social media, and community meetings. All efforts will be made to preserve existing trees and only trees that will become unstable due to the cutting of roots will be removed. Following removals, the City will replant seventy-six (76) new trees along the project limits to maintain the community's character. The replacement trees will be planted near the locations of the removed trees, in areas identified by Public Works Parks and Landscape staff as most suitable for long-term health and growth.
Tree removal is scheduled to commence in Fall 2025 and tree replanting will commence in Spring 2026. All work will be performed by West Coast Arborists Inc. (WCA), the City's current tree maintenance services contractor.

Engineering staff recommend that the City Council approve the Extra Work to the Tree Maintenance Contract (PW-24-191-SP) with WCA in the amount of $221,021.00 for the required tree removals, and $30,020.00 for tree replanting on the Liberty Parkway Pavement Repair Project, FY 25/26 Pavement Rehabilitation Project.

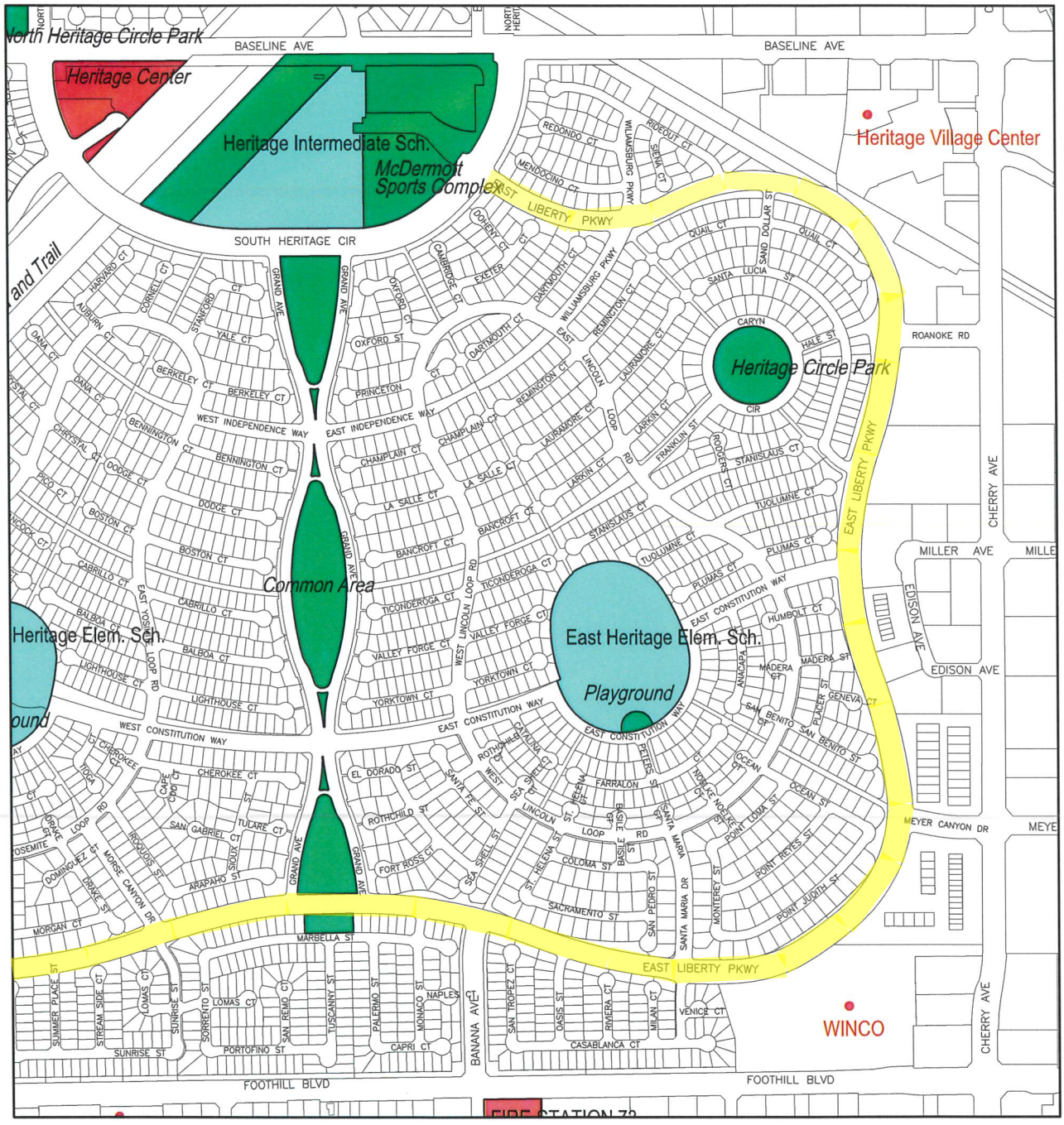
FISCAL IMPACT:
The fiscal impact associated with the approval of this item is $251,041.00 and for the full term of the Task Orders. This amount is included in the FY 2025-26 available budget in Project #37600090-604-A-8130, FY 25/26 Pavement Rehabilitation Project.

MOTION:
Approve staff recommendation.

11

16

18



24

0 800'

SCALE: 1" = 800'

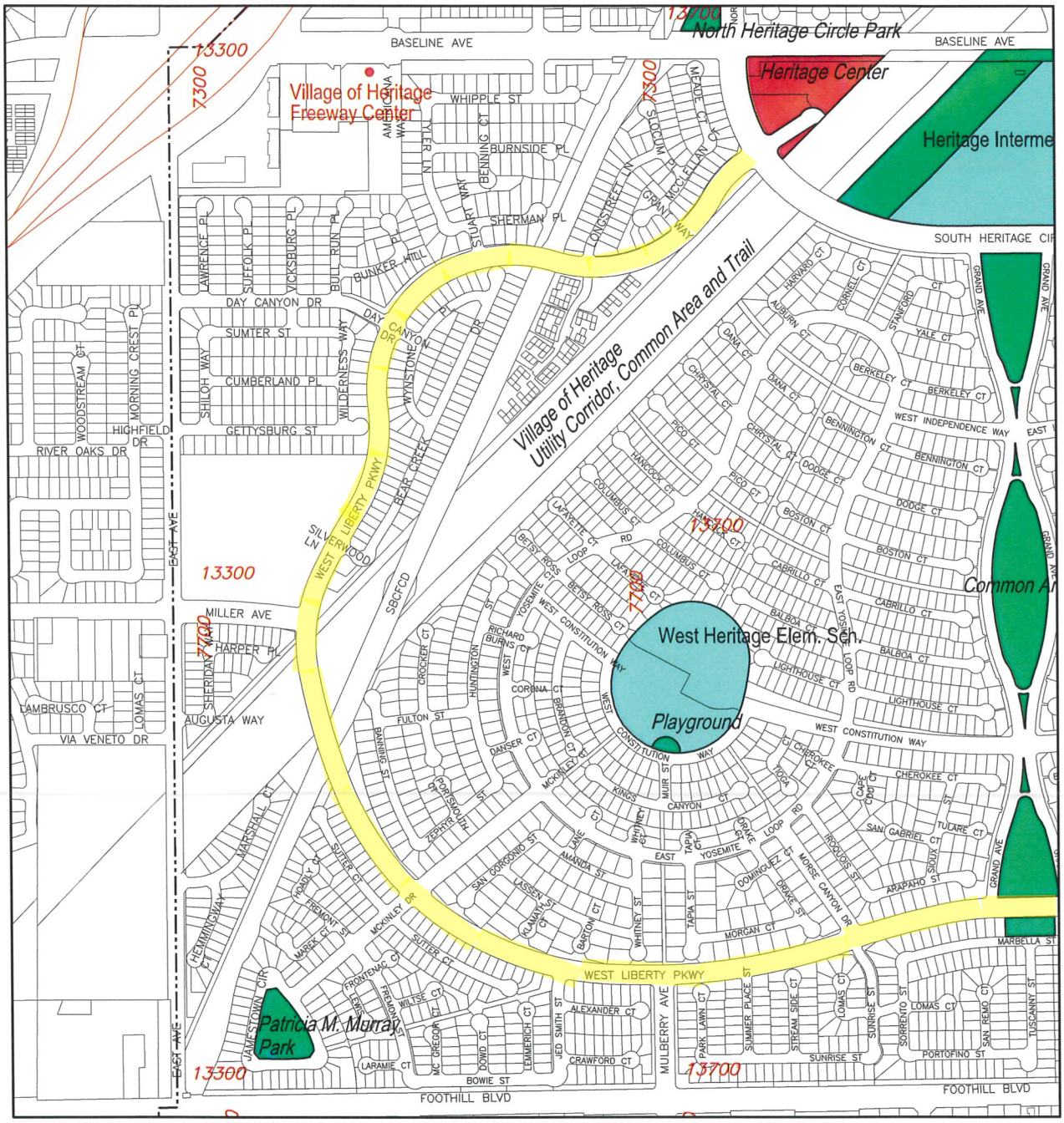
BASEMAP UPDATE AUGUST 2019

CITY OF FONTANA
STREET ATLAS

CITY OF FONTANA - GIS
GEOGRAPHIC INFORMATION SYSTEMS

SHEET NO. 17

11



17

23

0 800'

SCALE: 1" = 800'

BASEMAP UPDATE AUGUST 2019

CITY OF FONTANA
STREET ATLAS

CITY OF FONTANA - GIS
GEOGRAPHIC INFORMATION SYSTEMS

SHEET NO.
16

WEST COAST ARBORISTS, INC.
9465 Schaefer Ave Ontario, CA 91761
800.521.3714 Phone 714.991.7844 E-Fax WCAINC.COM

Proforma # 97340

PROFORMA FOR TREE MAINTENANCE SERVICES

CUSTOMER INFORMATION

Main Contact
SHAWN MATEJCEK
CITY OF FONTANA
8353 SIERRA AVENUE
FONTANA, CA 92335
909.350.7649 smatejcek@fontanaca.gov

Billing Contact
ACCOUNTS PAYABLE
CITY OF FONTANA
8353 SIERRA AVENUE
FONTANA, CA 92335
909.350.6707

Inventory Needed	Link Funds to Job #	Purchase Order #	DIR Project ID #
Yes			

JOB LOCATION

Liberty Parkway

SCOPE OF WORK

(115) Large Tree and Stump Removals
(36) Median Tree and Stump Removals

QTY	DESCRIPTION	U/M	UNIT PRICE	TOTAL
778.00	Tree & Stump Removal 0-24 DBH	Inch	$43.00	$33,454.00
3,539.00	Tree & Stump Removal 25+ DBH	Inch	$53.00	$187,567.00
			GRAND TOTAL:	**$221,021.00**

COMMENTS

Village of Heritage Asphalt Project on Liberty Pkwy

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CA Contractors License 366764 Federal Tax ID: 95-3250682 CA DIR Registration 1000000956

ALONSO GARCIA	AREA MANAGER	07/01/25
ESTIMATED BY	TITLE	DATE
ACCEPTED BY	TITLE	DATE

WEST COAST ARBORISTS, INC.
9465 Schaefer Ave Ontario, CA 91761
800.521.3714 Phone 714.991.7844 E-Fax WCAINC.COM

Proforma # 97762

PROFORMA FOR TREE MAINTENANCE SERVICES

CUSTOMER INFORMATION

Main Contact
SHAWN MATEJCEK
CITY OF FONTANA
8353 SIERRA AVENUE
FONTANA, CA 92335
909.350.7649 smatejcek@fontanaca.gov

Billing Contact
ACCOUNTS PAYABLE
CITY OF FONTANA
8353 SIERRA AVENUE
FONTANA, CA 92335
909.350.6707

Inventory Needed	Link Funds to Job #	Purchase Order #	DIR Project ID #
Yes			

JOB LOCATION

Various Locations on Liberty Parkway

SCOPE OF WORK

(76) 24"Box Plantings

QTY	DESCRIPTION	U/M	UNIT PRICE	TOTAL
76.00	Plant 24" Box w/o RB	Each	$395.00	$30,020.00
			GRAND TOTAL:	**$30,020.00**

COMMENTS

Chinese Pistache Tree "Red Push"Chinese Flame Tree Brisbane Box TreeOrnamental Pear Tree "Dancer" Evergreen pear treeCrape Myrtle Tree "Red"

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CA Contractors License 366764 Federal Tax ID: 95-3250682 CA DIR Registration 1000000956

ALONSO GARCIA	AREA MANAGER	07/22/25
ESTIMATED BY	TITLE	DATE
ACCEPTED BY	TITLE	DATE

File #: 25-0442
Agenda #: K.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Planning Department

SUBJECT:
Master Case (MCN) No. 25-0060 & Miscellaneous (MIS) No. 25-0010; A Resolution Revising Cannabis Hours of Operation

RECOMMENDATION:
Adopt **Resolution No. 2025-088,** Establishing Cannabis Hours of Operation; and,

Determine that these actions are not a project subject to the California Environmental Quality Act (CEQA)

COUNCIL GOALS:

- Promote economic development by concentrating on job creation.
- Promote economic development by pursuing business attraction, retention, and expansion.

1 Promote economic development by being business friendly at all levels and striving to constantly improve the city's competitiveness.

2 Promote economic development by developing regulations for retail cannabis operations.

DISCUSSION:
Background
On July 26, 2022, the City Council approved the addition of Chapter 33 - “Cannabis Businesses and Activities” to the Code of the City of Fontana (“Code”) and modification of Chapter 30 - “Zoning and Development Code” to provide for limited retail sales of commercial cannabis. Minor amendments were approved on October 25, 2022 to rename “commercial cannabis” to “cannabis retailer-storefront” and to make minor modifications to Chapter 33 related to phasing, authorization letters, and locations for permit applications along with limiting the number of permits to be issued to any applicant to one.

On January 24, 2023, as required by the Municipal Code, the City Council approved Resolution No. 2023-002, establishing the allowable hours of operation for cannabis retail storefront businesses.

Three cannabis retail storefront businesses have been approved to operate in the City of Fontana. Embarc and High Season are currently in operation and Catalyst has not yet begun operating.

Analysis:
Ordinance No. 1899, established the requirements for engaging in a commercial cannabis business

within the City. The ordinance identified multiple steps that the city must complete prior to opening the application process. As part of the ordinance, the City Council must establish allowable hours of operation for cannabis businesses. Resolution No. 2023-002 established the allowable hours of operation as 9:00 am to 9:00 pm. Staff is now requesting that the City Council approve the attached Resolution revising the allowable hours of operation at 6:00 am to 10:00 pm, consistent with State of California law.

The adoption of the hours of operation for commercial cannabis businesses does not qualify as a project under the California Environmental Quality Act ("CEQA"). Notably, this action will not result in any direct or reasonably foreseeable indirect physical change in the environment. (State CEQA Guidelines, § 15378(a); see also State CEQA Guidelines, §§ 15060(c)(2)-(3).) This action does not approve any cannabis business and will not result in any construction, development, or any other action that could impact the environment.

FISCAL IMPACT:
The proposed resolution may result in increased tax revenues from Cannabis operators to the city, but such revenues have not been quantified.

MOTION:
Approve staff's recommendation.

RESOLUTION NO. 2025-088

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA ESTABLISHING HOURS OF OPERATION IN ACCORDANCE WITH SECTION 33-29(b) OF THE COMMERCIAL CANNABIS BUSINESSES CHAPTER OF THE FONTANA CITY CODE, AND FINDING THAT THIS ACTION IS NOT A PROJECT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, on September 13, 2016, the City Council adopted Ordinance No. 1747 prohibiting all marijuana uses in the City to the extent allowed under California, and included a provision requiring a Residential Indoor Marijuana Cultivation ("RMIC") permit for any individual who desires to grow up to six (6) marijuana plants in their private residence;

WHEREAS, on November 8, 2016, California voters approved Proposition 64, titled the "Adult Use of Marijuana Act" (the "AUMA") and enacted a state statutory scheme legalizing, controlling, and regulating the cultivation, processing, manufacturing, distribution, testing, and sale of nonmedical ("adult-use" or "recreational") cannabis, including cannabis products, for use by adults twenty-one (21) years of age and older;

WHEREAS, on June 27, 2017, Governor Brown signed Senate Bill 94, the "Medicinal and Adult-Use Cannabis Regulation and Safety Act" ("SB 94" or the "MAUCRSA"). SB 94 creates one state regulatory structure for medical and adult-use cannabis use and commercial cannabis activities, reconciling AUMA, with Proposition 215 and MCRSA. SB 94 continues to provide that a state license will not be approved for a business to engage in Commercial Cannabis Activity if the business activity violates any local ordinance or regulation;

WHEREAS, the three State licensing authorities charged with licensing and regulating commercial cannabis activities in California, the Bureau of Cannabis Control ("BCC"), the California Department of Food and Agriculture ("CDFA"), and the California Department of Public Health ("CDPH"), commenced releasing emergency regulations, outlining the standards and licensing procedures for both medicinal and adult-use commercial cannabis, and began issuing licenses for such activities on January 1, 2018;

WHEREAS, on January 24, 2017, the City Council adopted Ordinance No. 1758 amending the Zoning and Development Code by adding a new Section 30-7(b) entitled "Residential Indoor Marijuana Cultivation" to regulate indoor cultivation of marijuana and adoption of Resolution No. 2017-05 establishing fees for a RMIC permit;

WHEREAS, a Petition for Writ of Mandate was filed against the City to prohibit the enforcement of Ordinance No. 1758 ("Petition"), and on November 2, 2018, a court issued a ruling granting the Petition;

WHEREAS, on February 26, 2019, the City Council adopted Ordinance No. 1794 amending Section 30-7(B)(c) and 30-7(b)9f) to address the court's ruling, and bring the City Municipal Code into conformance with the court's ruling and amending the RIMC fee amount;

WHEREAS, having banned commercial cannabis citywide so as to monitor continuous developments with state law and how neighboring cities would regulate cannabis, the City Council has developed an approach to regulating cannabis businesses within the City which will increase the likelihood of high quality and successful businesses and minimize potential adverse secondary impacts;

WHEREAS, the City Council finds and declares that this Ordinance constitutes a valid exercise of police power in accordance with Article XI, Section 7 of the California Constitution, is consistent with the language and intent of the AUMA, MAUCRSA, and related laws regulations, and policies issued by the state, consistent with the General Plan, and furthers the health, safety, and general welfare of the residents of the City of Fontana;

WHEREAS, on July 26, 2022, the City Council adopted Ordinance No. 1899 adding Chapter 33 to the Fontana Municipal Code ("FMC") to regulate commercial cannabis businesses within the City; and

WHEREAS, on October 25, 2022, the City Council adopted Ordinance No. 1906 amending Chapter 30 and Chapter 33 to rename "commercial cannabis" to "cannabis retailer-storefront" and reference special regulations for same and to make minor modifications to Chapter 33 related to phasing, authorization letters, and locations for permit applications along with limiting the number of permits to be issued to any applicant to one;

WHEREAS, the Fontana Municipal Code commercial cannabis provisions require the City Council to establish hours of operation applicable to commercial cannabis businesses in accordance with Section 33-29(b) of the Fontana Municipal Code;

WHEREAS, on January 24, 2023, the City Council approved Resolution No. 2023-002 establishing hours of operation applicable to commercial cannabis businesses as 9:00 am to 9:00 pm;

WHEREAS, the City seeks to align the City's commercial cannabis business hours with State law provisions for operating hours between 6:00 a.m. to 10:00 p.m.;

WHEREAS, on September 9, 2025, the City Council carefully considered the expansion of hours of operation for retail storefront cannabis businesses to 6:00 a.m. to 10:00 p.m., and

determined that it promotes economic development by being business friendly and simplifying regulations for retail cannabis operations.

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

SECTION 1. The true and correct recitals above are incorporated by this reference herein as the basis and foundation for the City's adoption of this Resolution.

SECTION 2. The adoption of hours of operation for commercial cannabis businesses does not qualify as a project under the California Environmental Quality Act ("CEQA"). Notably, this action will not result in any direct or reasonably foreseeable indirect physical change in the environment. (State CEQA Guidelines, § 15378(a); see also State CEQA Guidelines, §§ 15060(c)(2)-(3).) This action does not approve any cannabis business and will not result in any construction, development, or any other action that could impact the environment.

SECTION 3. The Fontana City Council hereby adopts revised operational hours of 6:00 a.m. to 10:00 p.m. for commercial cannabis businesses in accordance with Section 33-29(b) of the Fontana Municipal Code.

SECTION 4. The City Clerk shall attest and certify to the passage and adoption of this Resolution and it shall become effective immediately upon its approval.

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

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk

File #: 25-0443
Agenda #: L.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Award a Professional Services Agreement for Design Services with Steiner Studio for the 8470 Nuevo Avenue Renovation Project (DE-25-179-SP)

RECOMMENDATION:
Award and authorize the City Manager to execute a Professional Services Agreement with Steiner Studio for Design Services for the 8470 Nuevo Avenue Renovation Project in the amount of $218,300.00 (Request for Proposals DE-25-179-SP).

Approve and authorize the City Manager to execute future individual Professional Services Agreement Amendments with Steiner Studio, not exceeding $20,000 for the 8470 Nuevo Avenue Renovation Project (DE-25-179-SP).

Authorize the City Manager to execute any and all utility agreements for the 8470 Nuevo Avenue Renovation Project

COUNCIL GOALS:

- Promote economic development by concentrating on job creation.
- Promote economic development by pursuing business attraction, retention, and expansion.
- Practice sound fiscal management by living within our means while investing in the future.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by improving the aesthetics of the community.

DISCUSSION:
The 8470 Nuevo Avenue Renovation Project will include the renovation of the existing building, formerly operating as a worship hall, into a full-service Restaurant/Bakery space. Proposed improvements to the building include new infrastructure for the electrical, plumbing, and HVAC systems. The purpose of this Project is to renovate the existing building for a future Restaurant/Bakery tenant to utilize the space with their own appliances and final furnishings.

On June 6, 2025, the City issued a Request for Proposals (RFP) for Design Services from civil engineering and architectural firms. On July 10, 2025, proposals were received from twenty (20) firms interested in providing design services for the project. The proposals were evaluated based on firm and staff qualifications, project approach/scope of work, and proposed schedule, in accordance with City policies and procedures. The proposals ranged from $89,995.00 to $480,000.00.

Based on the evaluations, staff recommends approval of the Professional Services Agreement with

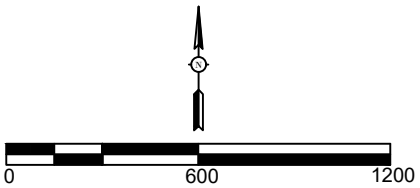
Steiner Studio due to their experience, available project staffing, schedule, and detailed approach to the design of the project.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is $218,300.00 for the full term of the Professional Services Agreement. The project is included in the Fiscal Year 2025-2026 Budget in project string 37600081-601-A-8329, Fund 601 - Capital Reinvestment.

MOTION:
Approve staff recommendation.

8470 NUEVO AVENUE RENOVATION PROJECT

PROJECT LOCATION



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Ranking Results
8470 NUEVO AVENUE RENOVATION PROJECT
DE-25-179-SP

Firm	Rank
Steiner Irvine, CA	1
Shepphird Calabasas, CA	2
DSEA Orange, CA	3
WE Architects Lake Forest, CA	4
Pacific Rim Huntington Beach, CA	5
STK Temecula, CA	6
Andresen Fontana, CA	7
dSantana Long Beach, CA	8
RADAR Los Angeles, CA	9
NCA Los Angeles, CA	10
TDS Irvine, CA	11
Gerami Los Angeles, CA	12

TNI 13
Riverside, CA

RDC-S111 14
Long Beach, CA

GS Lee 15
Irvine, CA

Robert Borders 16
Costa Mesa, CA

Higginson 17
Yucaipa, CA

Omgivning 18
Los Angeles, CA

YWR Architects 19
San Gabriel, CA

Robinson Hill 20
Costa Mesa, CA

CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT
DE-25-179-SP

This Agreement is made and entered into as of September 15, 2025 by and between the City of Fontana, a public agency organized and operating under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 ("City"), and Steiner Studios, a corporation with its principal place of business at 17800 Mitchell North, Irvine CA 92614 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

8470 Nuevo Avenue Renovation Project (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $218,300.00. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of

such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within Exhibit C**.** The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Agreement
(8) Property Damage
(9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as

designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 combined single limit
Employer's Liability	$1,000,000 per accident or disease
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any

insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions,

which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings

and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Amy Steiner as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:	CONSULTANT:
City of Fontana	Steiner Studios
8353 Sierra Avenue	17800 Mitchell North
Fontana, California 92335	Irvine, CA 92614
Attn: Phil Burum	Attn: Amy Steiner

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any

company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT

CITY OF FONTANA

By: _____
Matthew C. Ballantyne
City Manager

Attest:

By: _____
Germaine McClellan Key
City Clerk

By: _____
Phillip Burum
Deputy City Manager

Approved as to form:

_____
Best Best & Krieger LLP
City Attorney

_____
Gia Kim
Director of Engineering / City Engineer

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

_____
Jessica Brown
Chief Financial Officer

STEINER STUDIOS

By: _____
Amy Steiner
Principal

_____
Sid Lambert
Purchasing Manager

EXHIBIT A

Scope of Services

The City of Fontana is accepting proposals from qualified Architectural firms to provide professional design and engineering services ("Work Product") for the conversion of an existing building (approx. 8128 sqft), currently operating as a worship hall, into a full service Restaurant/Bakery space. The proposed warm shell project is called the 8470 Nuevo Avenue Renovation Project ("Project"). All work associated with this project shall conform to the City's standard plans, Greenbook specifications including any amendments made by the City, Municipal Code, Uniform Building Codes, Local Ordinances, State Regulations, Administrative Policies and any other governing regulations applicable to this project.

The purpose of this Project is to renovate the existing building for a future Restaurant/Bakery tenant to utilize the space with their own appliances and final furnishings. The Architect should design the space with a grease trap, new Americans with Disabilities Act (ADA) compliant restrooms, and wall coverings. The renovation will require new infrastructure for the electrical, plumbing, and HVAC systems. The Architect should keep in mind that roof repairs will also need to be made.
The proposed project is located 8470 Nuevo Avenue, Fontana, CA 92335 (reference Exhibit "A" – Project Location Map). The general Project scope includes the following:

- Roof renovation plans.
- MEP plans, or Mechanical, Electrical, and Plumbing plans required to renovate
- the space.
- Drywall and Framing plans required to renovate the space.
- Provide Construction Documents for this warm shell building renovation.
- Provide Construction Support.
- All other renovation plans required to accommodate a restaurant/bakery space.

steinerstudio
architecture and interior design

FEE ESTIMATE

We recommend that the design services be developed in three phases: Phase I/Schematic Design/Design Development, Phase II/Construction Documents, and Phase IV/Construction Administration.

The following is a project summary, outlining the scope of services based on our job walk and information provided.

A. PROJECT GUIDELINES

Our scope of services is based on the following understanding of the project requirements:

- The Restaurant and Bakery will consist of approximately 8,128 sf of space including
- The Client has provided Steiner Studio with exhibits of the existing Worship Hall that will be renovated and the site location.

B. SCOPE OF SERVICES

Phase I: Schematic Design/Design Development

The following deliverables will be developed and documented by Steiner Studio.

- Meet with client to establish overall project goals and objectives and to further discuss projected space needs, adjacency requirements, access, security, and other specialty needs.
- Present two test fit options to the Client for review, showing the Bakery, Dining area, restrooms and basic footprint of the kitchen.
- Develop Cadd generated space plan layout which illustrates partitions, aisles, major fixtures and restrooms.
- Once floor plan has been approved, Steiner Studio to develop the overall Design Ideas and Present to the Client including:
    - Major design features at the host, bakery, dining areas including wall treatments and ceiling treatment
    - Finishes
    - Decorative Lighting Ideas for specialty areas

Phase II: Construction Documents

Once the overall design concept, sketches and direction have been approved, Steiner Studio will proceed in compiling the Construction Document package.

- Develop construction documents for all design approvals and prepare them for building construction. These documents include:
  - Title Sheets including all code information
  - Site plan showing accessible parking and path of travel
  - Floor plan showing layout of partitions, fixtures and built-in casework
  - Reflected Ceiling Plan
  - Power/Signal plan
  - Interior Elevations
  - Enlarged restroom plans, elevations and details
  - Finish schedule and Finish plan
  - Details
- Coordinate plans with the Structural, Mechanical, Electrical, and Plumbing engineers.
- Coordinate plans with the Kitchen Consultant
- Submit final drawings to the Client for approval.
- Submit Final plans to the City Planning/Building Department.
- Submit plans to County Environmental Health Department.
- Make necessary corrections and resubmit for final plan check in order for General Contractor to pull the permit.

Phase III: Construction Administration

Steiner Studio will provide administration of the Construction Documents and verify that the project's design intent is successfully executed in the field. The following are roles and responsibilities of Steiner Studio during the Construction Administration Phase:

- Respond to field RFIs (Requests for Information) from the general contractor on any design issues and prepare any bulletins, as required.
- Steiner Studio anticipates weekly site meetings with the Contractor for 16 weeks to discuss any field related coordination issues.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

COMPENSATION

The design services fee will be as follows:

Phase I/Schematic Design/Design Development **$ 35,000.00**
(100% of Phase I shall be rendered at the sign of the contract)

Phase II/Construction Documents **$ 40,000.00**
(95% of Payment for Phase II including MEP and Structural engineering fees shall be rendered at the Submittal of the Drawings to the City/County. The remaining 5% shall be rendered at approval of the Drawings from the City and County)

Phase III/Construction Administration **$ 14,800.00**
(25% of Payment for Phase III shall be rendered at the commencement of construction. The remaining 75% shall be rendered at completion of the project.)

Any scope spent above and beyond will require prior authorization from the client and will be billed separately at $ 200.00/hour.

Architectural:	$	89,800.00
3D Renderings (3 views):	$	6,000.00
Electrical/Mech/Plumbing:	$	75,600.00
Civil Engineering (Grease Waste Interceptor)	$	12,000.00
Kitchen Consultant:	$	15,600.00
Structural:	$	19,300.00
Total:	**$**	**218,300.00**

REIMBURSABLES

We recommend that a reimbursable allowance of $ 1,800.00 is included in addition to the fee for expenses incurred in the interest of the project. The cost of Reimbursable Expenses will be billed separately at the direct cost plus 10 %. These costs include postage, delivery, mileage, reproduction costs, plotting, fax and photography. Client is responsible for cost of permit at the City. Should the reimbursable amount exceed the projected allowance; a prior authorization from the client will be required.

EXHIBIT C

Activity Schedule

ANTICIPATED SCHEDULE

- Schematic Design/Design Development : 4-5 weeks
- Kitchen Design: 2 weeks
- Construction Documents : 8 weeks
- City Review : 12 weeks (Unless a CUP is required)
- Construction : 16 weeks

File #: 25-0445
Agenda #: M.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Final Acceptance of the Arrow Boulevard at Tokay Avenue Traffic Signal Project (Bid No. SB-113-DE-23)

RECOMMENDATION:
Accept as complete the work performed by Baker Electric, Inc. for the Arrow Boulevard at Tokay Avenue Traffic Signal Project (#37603354).

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.

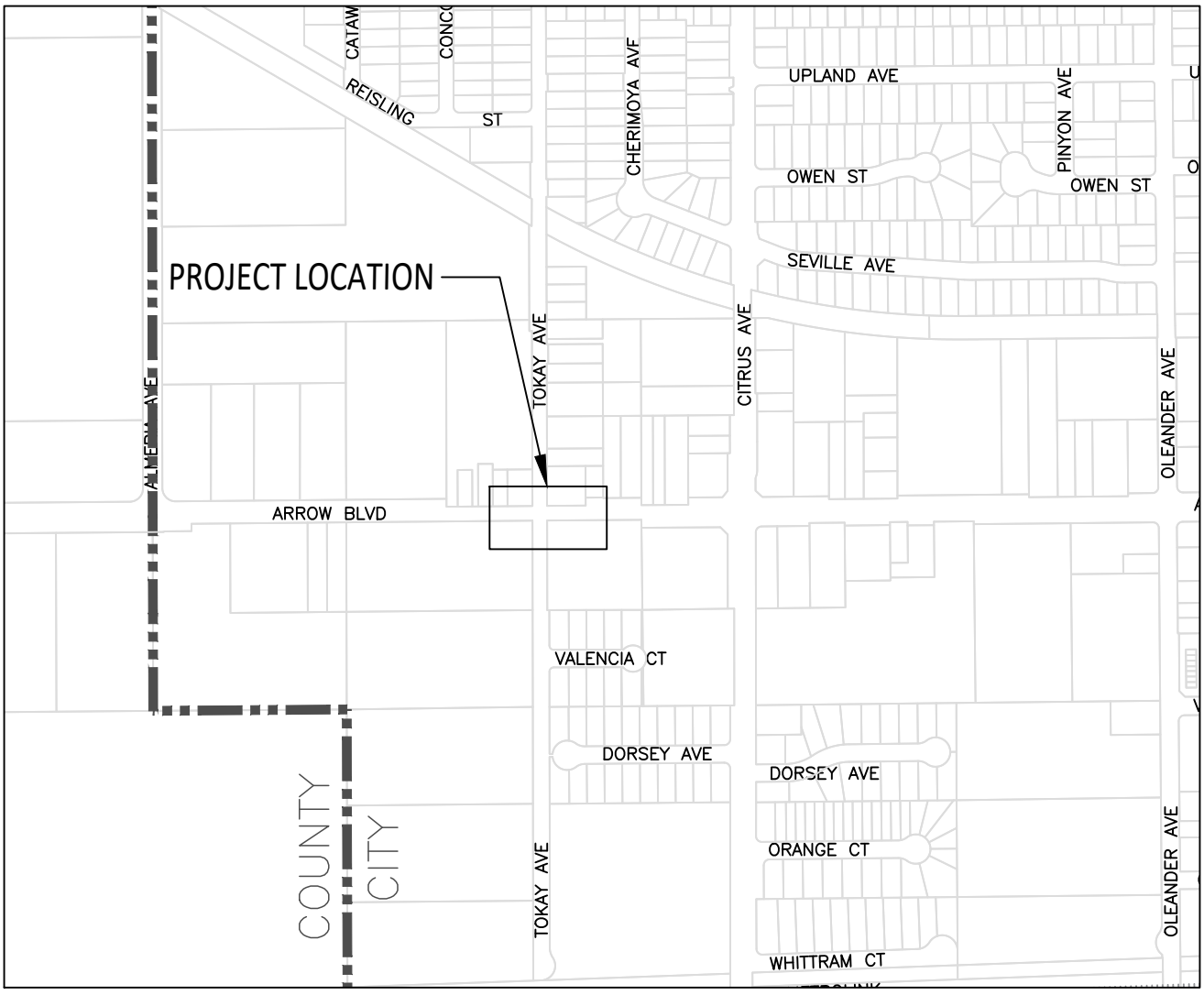
DISCUSSION:
On July 11, 2023, the City Council authorized the award of a construction contract to the lowest responsible/responsive bidder (Baker Electric, Inc.) in the amount of $1,237,500.35 with a 10% contingency in the amount of $123,750.00 for the Arrow Boulevard at Tokay Avenue Traffic Signal Project (#37603354). The improvements consisted of signalizing the intersection, constructing new Americans with Disabilities Act (ADA) compliant curb ramps, and minor street widening.

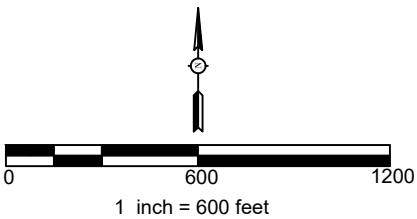
Baker Electric, Inc. completed the construction of the project on May 31, 2025. The project was successfully completed for the final contract amount of $1,274,450.77, an increase of 2.99% from the original contract amount of $1,237,500.35 and $86,799.58 under the total authorized budget. All work has been completed to the satisfaction of the City.

FISCAL IMPACT:
As part of action to accept the construction of the Arrow Boulevard at Tokay Avenue Traffic Signal Project (#37603354) as complete, the City will take over the operation and maintenance of this public infrastructure. Appropriate funding for the maintenance work is included in the FY 2025-26 budget under the Public Works & Engineering Department, Traffic Division.

MOTION:
Approve staff recommendation.

ARROW BLVD AND TOKAY AVE
TRAFFIC SIGNAL PROJECT





8353 Sierra Avenue
Fontana, CA 92335

File #: 25-0447
Agenda #: N.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Police Department

SUBJECT:
Police Department Monthly Information Update

RECOMMENDATION:
Accept the Police Department monthly information update for June 2025.

COUNCIL GOALS:
- Operate in a businesslike manner by creating a memorable customer experience with every interaction.
- Increase citizen involvement by informing the public about issues, program, and accomplishments.

1 Concentrate on Inter-governmental relations by establishing partnerships and positive working relationships with other public agencies providing services to residents and local businesses.

DISCUSSION:
The June 2025 monthly information report has been completed. Once the report is accepted by the City Council it will be featured on the Department website.

FISCAL IMPACT:
There is no fiscal impact.

MOTION:
Approve staff recommendation.

POLICE DEPARTMENT MONTHLY REPORT

June 2025

KA1

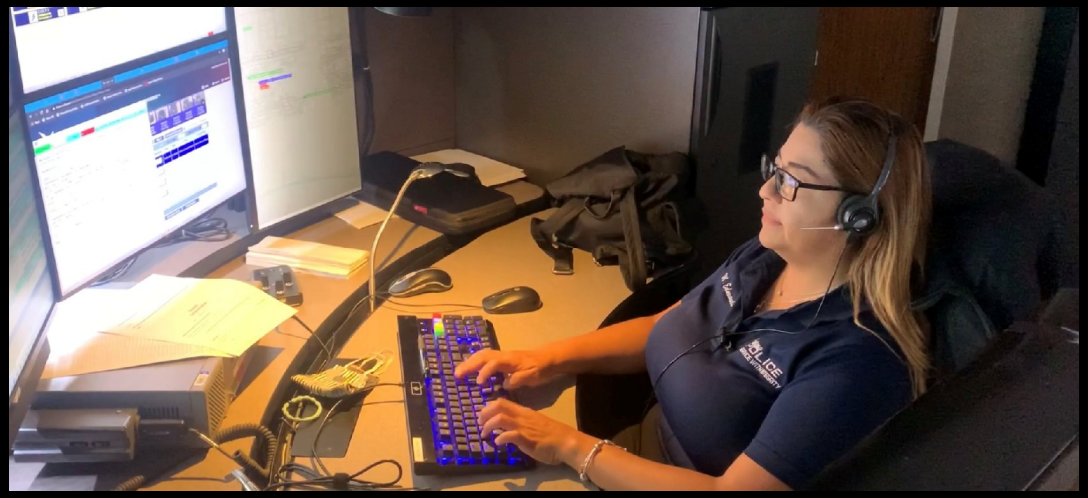
NOTEWORTHY EVENTS

- Fontana Police participated in the annual “Flame of Hope” Law Enforcement Run for Special Olympics.
- Chief Dorsey hosted a Business Watch Meeting with local business owners.
- Fontana Police continued outreach and partnered with the Inland Regional Center to showcase the “Blue Envelope Program.”
- Special Operations seized over 21 pounds of methamphetamine, 65 kilos of cocaine, over 17,000 illegal fentanyl pills, and recovered over 2 million dollars of stolen property and cargo.
- COPE visited Juniper Elementary School and recognized their accomplishments for “TK Title Champions.”
- COPE partnered with Walmart and provided support to their law enforcement appreciation event.
- Fontana Police assisted with Fontana Days events.

Slide 2

KA1 Kevin Anderson, 2/9/2021

POLICE



CITYWIDE

- Priority 1 response time- 4:08 (Emergency calls like subject not breathing, shots fired, and other immediate risk to life/safety)
- Calls for service- 9,430
- Total arrests- 600
  - Hispanic- 423, White- 86 , Black- 72, All other races-19
- Total Group A Offenses- 719
  - Crimes Against Persons- 150
  - Crimes Against Property- 354
  - Crimes Against Society- 215

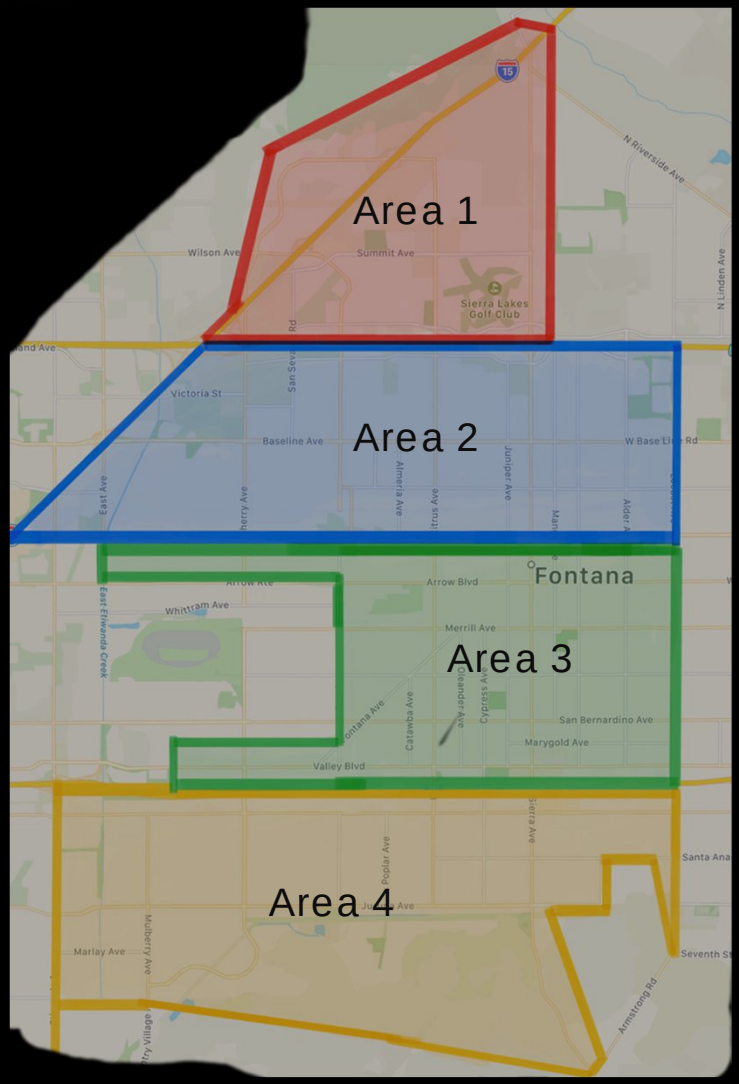
CITYWIDE

- Crimes Against Person- 150
  - Homicide- 2
  - Sex Offenses- 10
  - Assault- 127
  - Kidnapping- 7
  - Other- 4
- Crimes Against Property- 354
  - Robbery- 12
  - Burglary- 24
  - Larceny- 162
  - Destruction of Property- 38
  - Fraud- 30
  - Possession of Stolen Property- 27
  - Motor Vehicle Theft- 48
  - Other Miscellaneous Property Crimes- 13
- Crimes Against Society- 215
  - Drug and Paraphernalia Possession- 192
  - Possession of Child Pornography- 1
  - Possession of Weapons- 21
  - Other Miscellaneous Crimes- 1

CRIMES BY BEAT

- Police Department Beat system is NOT geographically the same as City Council representation Districts

- Beat 1- All area north of 210 Freeway
- Beat 2- All area south of 210 Freeway and north of Foothill
- Beat 3- All area south of Foothill and north of 10 Freeway
- Beat 4- All area south of the 10 Freeway



BEAT 1

AREA COMMANDER IS LIEUTENANT KYLE SLUSSER
EMAIL- KSLUSSER@FONTANACA.GOV
DESK- (909) 350-7716

- Total Group A Offenses- 67
- Crimes Against Persons- 19
- Crimes Against Property- 33
- Crimes Against Society- 15

BEAT 2

AREA COMMANDER IS LIEUTENANT MATT KRAUT
EMAIL- MKRAUT@FONTANACA.GOV
DESK- (909) 356-7142

- Total Group A Offenses- 174
- Crimes Against Persons- 44
- Crimes Against Property- 96
- Crimes Against Society- 34

BEAT 3

AREA COMMANDER IS LIEUTENANT ADAM CLABAUGH
EMAIL – ACLABAUGH@FONTANACA.GOV
DESK – (909) 350-7706

- Total Group A Offenses- 310
- Crimes Against Persons- 73
- Crimes Against Property- 135
- Crimes Against Society- 102

Beat 4

AREA COMMANDER IS LIEUTENANT KEITH ZAGORIN
EMAIL – KZAGORIN@FONTANACA.GOV
DESK – (909) 350-7707

- Total Group A Offenses- 125
- Crimes Against Persons- 13
- Crimes Against Property- 87
- Crimes Against Society- 25

ADDITIONAL USEFUL INFORMATION

- For more information regarding specific geographical crime data, visit www.crimemapping.com and enter your zip code
- Police Department information line- (909) 350-7740
- Police Department Dispatch non-emergency line- (909) 350-7700
- Anonymous crime reporting (909) 356-TIPS to leave a recorded message
- Report Graffiti on City Property- (909) 350-GONE
- Office of the Chief- (909) 350-7702 or mdorsey@fontanaca.gov

File #: 25-0449
Agenda #: O.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve Debris Basins Maintenance Agreement with I-15 Logistics, LLC, for Maintaining Two Debris Basins as Part of their Development along Coyote Canyon Road, west of Sierra Avenue

RECOMMENDATION:
Approve and authorize the City Manager to execute the Debris Basins Maintenance Agreement with I -15 Logistics, LLC.

COUNCIL GOALS:

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

DISCUSSION:
On June 2, 2020, the City of Fontana Planning Commission approved Master Case No. 15-078, Tentative Parcel Map No. 19712 (TPM No. 16-002), and Design Review No. 16-003 to consolidate twelve parcels into two parcels and a remainder parcel, totaling approximately 83 acres, for the development of a new commerce building totaling approximately 1,171,788 square feet. The subdivider, I-15 Logistics, LLC, has complied with the Conditions of Approval and dedicated the required streets and easements as a part of the project.

As a part of the development, the developer constructed two debris basins along Coyote Canyon Road. The debris basins are within the developer's property and to ensure the maintenance of the debris basins, the City and I-15 Logistics, LLC have entered into this maintenance agreement. The maintenance of the debris basins shall be the responsibility of I-15 Logistics, LLC.

FISCAL IMPACT:
There is no fiscal impact to City's resources at this time. Maintenance responsibility belongs to I-15 Logistics, LLC.

MOTION:
Approve staff recommendation.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Fontana
8353 Sierra Avenue
Fontana CA 92335
Attn: Department of Engineering

(Space above for Recorder's Use)

DEBRIS BASINS MAINTENANCE AGREEMENT

Between

I-15 LOGISTICS, LLC
a Delaware limited liability company

and

CITY OF FONTANA
a municipal corporation

This Debris Basins Maintenance ("Agreement") is dated _____, 2025 ("Effective Date") and is made by and between I-15 Logistics, LLC, a Delaware limited liability company ("Developer"), located at 1300 Dove Street, Suite 200, Newport Beach, CA 92660 and the City of Fontana, a California municipal corporation ("City") located at 8353 Sierra Avenue, Fontana, California 92335.

RECITALS

A. Developer is the owner of that certain real property located in the City of Fontana, County of San Bernardino as more particularly described in **Exhibit "A"** and depicted in **Exhibit "B"**, both of which are attached hereto and incorporated herein by this reference (hereinafter referred to as the "Developer's Property").

B. On September 24, 2015, Developer submitted applications for a design review, conditional use permit, general plan amendment, zone code amendment and tentative parcel map that included two debris basins, together known as Master Case Number 15-000078, for a warehouse facility at the Developer's Property (Project).

C. On November 10, 2020, Developer submitted an application for a grading plan check, (Plan Check No. BPC20-001683), to the City's Building and Safety Department for review of grading plans.

D. On February 3, 2022 the City's Building and Safety Department approved Plan Check No. BPC20-001683 and issued Developer Grading Permit number BLD22-000214 for the Project.

E. Developer completed grading for the Project, pursuant to Grading Permit number BLD22-000214, and requested a City inspection to confirm conformity with City approved plans.

F. On September 11, 2024, the City conducted an inspection at the Developer's Property pursuant to BLD22-000214, which included an inspection of the debris basins as depicted in **Exhibit "B**," and determined that the debris basins were constructed per the City approved plans.

G. On May 30, 2024, Developer recorded Parcel Map number 19712.

H. Developer and City desire to execute this Agreement in order to outline the terms of the maintenance of the debris basins in accordance with all applicable federal, state and local laws, rules and regulations.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Debris Basins. The Developer shall, at its own cost and expense maintain, or have maintained, the debris basins as depicted in **Exhibit "B"**, in accordance with all applicable federal, state, and local laws, rules and regulations, including but not limited to, all City ordinances, resolutions, generally accepted practices and standards applicable to such improvements. The Debris Basins shall include fencing improvements as may be required by the City (hereinafter "Fencing Improvements"). It is understood and agreed that all work and improvements made pursuant to this Agreement shall conform to the standards applicable at the time work is commenced.

2. Maintenance and Repair. The Developer shall perform, at its sole cost and expense, such regular and as-needed maintenance and repair work (hereinafter collectively referred to as "Maintenance") required to continue the clean, safe and normal operation and appearance of the Debris Basins, including the Fencing Improvements. Said Maintenance shall include, but shall not be limited to, periodic inspections, weed removal, weed control, pest and disease control, silt and debris removal, graffiti removal, vandalism prevention and repair, and maintenance of outlet facility to ensure the good appearance and the proper functioning of the Debris Basins as designed. The Maintenance and other aspects of the Debris Basin's operation shall be performed as required and approved by the City Engineer in accordance with any applicable federal, state and local laws, rules and regulations, including but not limited to, any current or future City standards, codes, policies, ordinances and regulations.

3. Notice to Maintain: Failure to Maintain; Emergency Maintenance. The City may notify the Developer if it discovers conditions requiring Maintenance work by the Developer. If, in the reasonable discretion of the City, a condition does not involve an emergency, the City may notify the Developer in writing and request that the Maintenance work be performed within thirty (30) days of receipt of such notice. If, in the reasonable discretion of the City, a condition involves an emergency, the City may notify the Developer orally and request that such Maintenance work be performed within a reasonable time as determined by the City. If Developer fails to properly perform such Maintenance work in response to such Maintenance request in a timely manner, the City may do all necessary work at the Developer's sole cost and expense, including the City's administrative costs and expenses, and be compensated pursuant to Section 8. below. If, in the reasonable discretion of the City, the seriousness of an emergency prevents the City from providing reasonable notice to the Developer, the City may undertake the emergency Maintenance work itself at the Developer's sole cost and expense, including the City's administrative costs and expenses, and be compensated pursuant to Section 8 below. The City shall not be responsible or liable for any damage or injury of any nature in any way related to or caused by the Debris Basins, including the Fencing Improvements or their condition.

4. Independent Contractor; Standard of Performance. Developer promises and agrees to furnish all equipment, tools, materials, labor and engineering services necessary to fully and adequately maintain the Debris Basins, as required hereunder, and to pay all applicable fees and expenses associated with their construction, maintenance, and repair including, but not limited to, any of the City's actual costs of design review, engineering

and inspection services rendered. Developer and its contractors, if any, shall perform all work required hereunder in a skillful and workmanlike manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer also warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

5. Indemnification. Developer shall defend, indemnify and hold free and harmless the City, its elected officials, officers, employees, agents, contractors, guests and invitees from any and all claims, costs, liabilities, fees and expenses for property damage or personal injury, including wrongful death, based upon or incident to any act or failure to act of Developer, its officers, agents, employees, contractors, subcontractors, guests and invitees in any way related to or in connection with this Agreement, the Debris Basins Property or the construction, operation, maintenance and repair of the Debris Basins. Developer shall defend, at its sole cost and expense (including attorney's fees and costs of litigation) and with legal counsel approved by the City, the City, its elected officials, officers, employees, agents, contractors, guests and invitees against any proceedings or legal actions based upon the Developer's acts or omissions to act, as described above.

6. Irrevocable License. The Developer hereby grants to the City an irrevocable non-exclusive license in, on, across, to and over the Developer's Property and the Debris Basins property for all purposes under this Agreement. The City shall provide the Developer with at least twenty four (24) hours' prior written notice before entering upon the Developer's Property and the Debris Basins property, except in cases of emergency. The City shall have the right to enter upon and cross over the Developer's Property and the Debris Basins property for all such purposes under this Agreement. Nothing herein shall be deemed or construed to be a limitation upon the Developer's right to use its property in any manner it deems acceptable, provided that those uses do not unreasonably interfere with City's rights as outlined herein.

7. Successor's and Assigns; Run with the Land. The rights and obligations of Developer under this Dedication shall inure to and be binding upon the Developer's heirs, successors and assignees.

8. Administrative Costs; Creation of Lien. If Developer fails to maintain the Debris Basins as required by this Agreement within the time set forth herein, or if the Developer fails to comply with any other obligation contained herein, including but not limited to Sections 1 through 3, the Developer shall be liable to the City for any remedies or damages permitted by law, including but not limited to, all City administrative expenses, fees and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action. By its execution of this Agreement, the Developer acknowledges and agrees that, in the

event that any and all City costs to be paid by Developer pursuant to the terms hereof are not paid in full within ten (10) business days after written demand therefor from the City, then such failure shall create an immediate contract lien in favor of the City pursuant to Civil Code Section 2881 et seq. over those portions of the Developer's Property not dedicated to or owned by a public entity. This lien shall only be enforceable in the event any expenses, fees, costs or other amounts become due and owing to the City pursuant to this Agreement.

9. Headings. Section headings contained in this Agreement are for convenience only and shall not have any effect in the construction or interpretation of any provision.

10. Attorney's Fees. In the event of any legal or equitable challenge arising from this Agreement, each party shall be responsible for its own attorneys' fees and costs.

11. Governing Law. This Agreement shall be governed by the laws of the State of California. Any legal action or proceeding concerning this Agreement shall be filed and prosecuted in the appropriate California state court in the County of San Bernardino, California. Each party hereto irrevocably consents to the personal jurisdiction of that court. The parties each hereby expressly waive the benefit of any provision of federal or state law or judicial decision providing for the filing, removal, or change of venue to any other court or jurisdiction, including, without implied limitation, federal district court, due to any diversity of citizenship between the parties, due to the fact that either or both of the parties is a party to such action or proceeding or due to the fact that a federal question or federal right is involved or alleged to be involved. Without limiting the generality of the foregoing, the parties each specifically waive any rights provided to it pursuant to California Code of Civil Procedure Section 394. The parties acknowledges that the provisions of this paragraph are material consideration to the parties' entry into this Agreement, in that the parties will avoid the potential cost, expense and inconvenience of litigating in a distant forum.

12. Waiver. The City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach hereunder, shall not relieve the Developer of any of its obligations hereunder, whether of the same or similar type. The foregoing shall be true whether the City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or setoff, any and all defects, irregularities or deficiencies in the authorization, execution or performance of this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of this Agreement.

13. Notice. All notices, requests or other communications which may be or are required to be given, served or sent by the Parties shall be deemed to have been properly delivered (a) upon delivery, if delivered in person, (b) one (1) business day after having been deposited for overnight delivery with any reputable overnight courier service, or (c) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the United States Postal Office. All notices shall be sent to the

addresses below, or such other address may from time to time be designated by written notice.

To City:

City of Fontana
8353 Sierra Avenue
Fontana CA 92335
Attn: Gia Kim
Email: gkim@fontanaca.gov
Telephone: 909-350-7610

To CapRock:

I-15 Logistics, LLC
c/o CapRock Partners
1300 Dove Street, Suite 200
Newport Beach, CA 92660
Attn: Patrick Daniels
Email: pdaniels@caprock-partners.com
Telephone: 949-342-8000x102

14. Recordation. The Developer shall cause this Agreement to be recorded with the San Bernardino County Recorder's Office within ten (10) days after its execution.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer and City have executed this Agreement as of the Effective Date.

"Developer"

I-15 LOGISTICS, LLC,
a Delaware limited liability company

By:_____
Patrick Daniels
Chief Executive Officer

"City"

CITY OF FONTANA

By:_____
Matthew Ballantyne
City Manager

Attest:

By:_____
Germaine Key, City Clerk

Approved as to form:

By:_____

Ruben Duran
City Attorney

By:_____
Phillip Burum, Deputy City Manager
Development Services Organization

By:_____
Gia Kim
Public Works Director/City Engineer

Exhibits:
A -Description of Developer's Property
B—Depiction of Developer's Property and Debris Basins Exhibit

Exhibit "A"

Description of Developer's Property

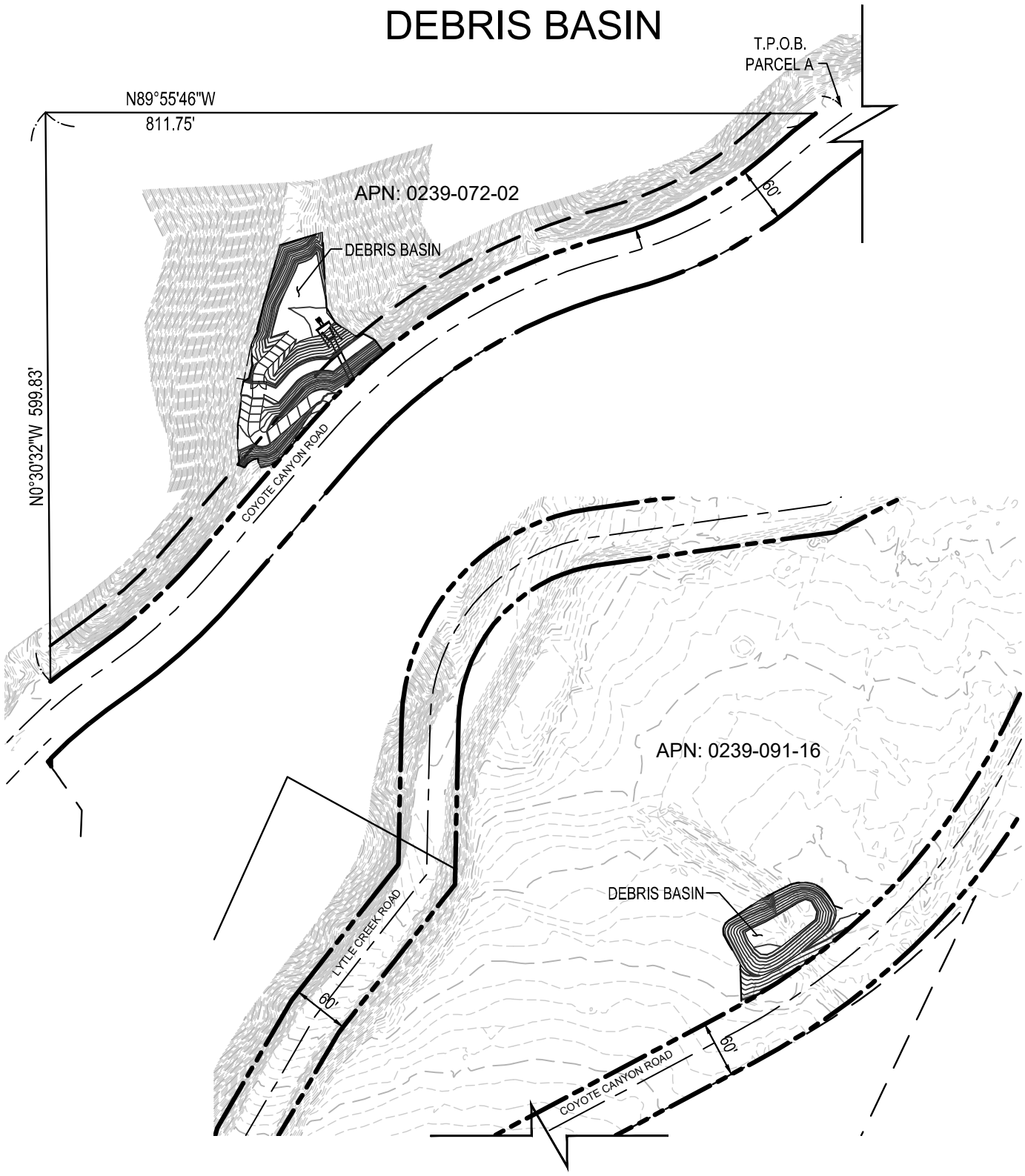
The land referred to in this Commitment is situated in the City of Fontana, County of San Bernardino, State of California, and is described as follows:

Parcel Map No. 19712 in the City of Fontana, County of San Bernardino, State of California, filed in Book 263, Pages 23 through 31, inclusive, of Parcel Maps in the Office of the Recorder for said County.

Exhibit "B"

Depiction of Property and Debris Basins

EXHIBIT B
DEBRIS BASIN



N

SCALE

150 0 75

(FEET)

1 INCH = 150 FT.

DAVID EVANS AND ASSOCIATES INC.

25152 SPRINGFIELD COURT, SUITE 350
SANTA CLARITA, CA 91355
Phone: 661-284-7400

Job Number:	CPRKI15L0001
Date:	03-07-2025
Scale:	1"=150'
Sheet	1 OF 1
City Index No.	

Drawing Name: P:\C\CPRKI15L0001\040\CAD\EC\EXHIBIT\S\2024-07-24 Debris Basin Exhibit\CPRKI15L0001 Debris Exhibit.dwg
Last Opened: Mar 12, 2025 - 12:07pm by: Tpb

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, _____, Notary Public, personally appeared _____, who is personally known to me and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person 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)
Signature of Notary

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 _____)

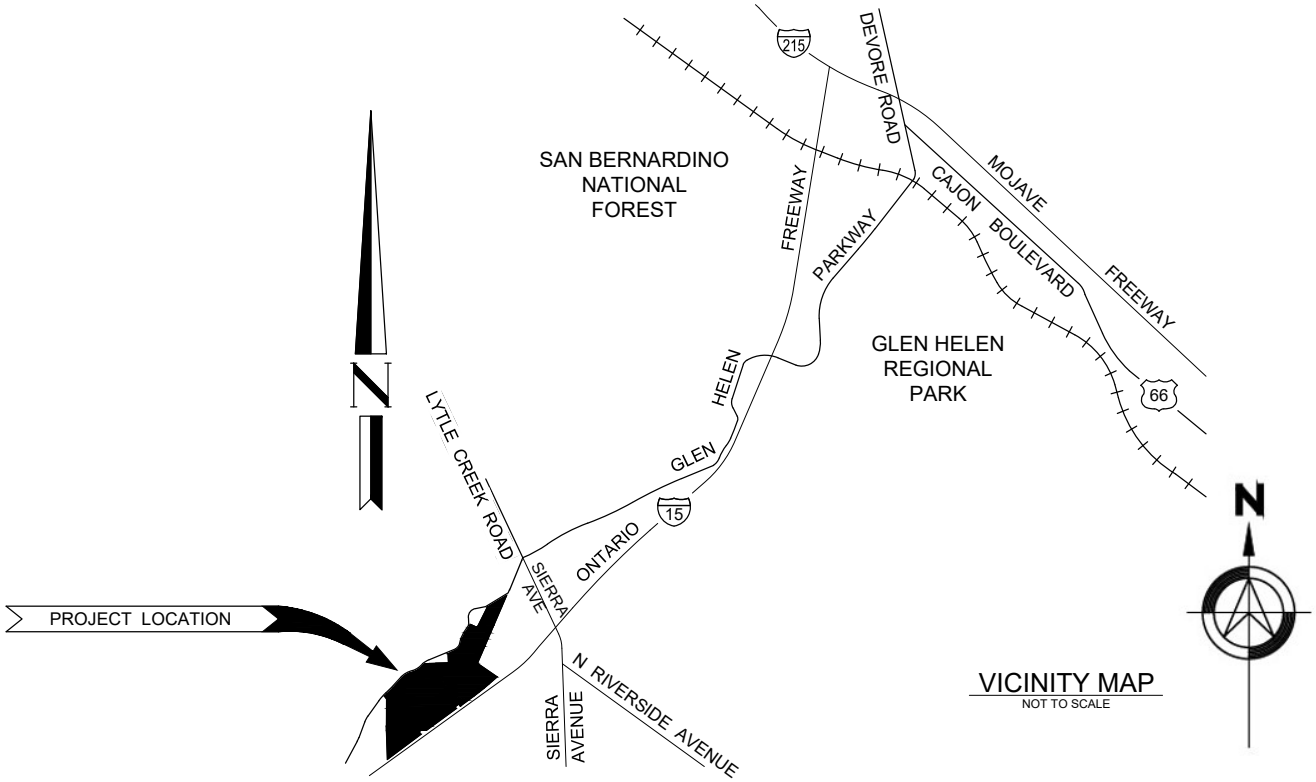
On _____ before me, _____, Notary Public, personally appeared _____, who is personally known to me and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

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)
Signature of Notary

PARCEL MAP NO. 19712
CITY OF FONTANA, CALIFORNIA



VICINITY MAP

NOT TO SCALE

City of Fontana
Department of Engineering, Land Development Section

File #: 25-0451
Agenda #: P.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve a Quitclaim Deed for Portion of Lot 2 of Tract No. 20362 to TPG AG EHC III (NWHM) CA 2, L.P., Portions of Lots 3 and 4 of Tract No. 20362 to Richmond American Homes of Maryland, Inc., Portions of Lots 5 and 6 of Tract No. 20362 to AG EHC II (LEN) CA 2, L.P., and Portions of Lots A, D, G, and J of Tract No. 20363, and Lots A, D, E, and F of Tract No. 20364 to Lennar Homes of California, LLC, within the Gardens Village of the Arboretum Specific Plan, Located North of Casa Grande Avenue, West of Sierra Avenue, South of Duncan Canyon Road, and East of Cypress Avenue

RECOMMENDATION:
Approve and authorize the City Manager to execute a Quitclaim Deed for the release of public use easements for landscape and sidewalk purposes over portions of Lots 2 through 6 of Tract No. 20362, over portions of Lots A, D, G, and J of Tract No. 20363, and over portions of Lots A, D, E, and F of Tract No. 20364.

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 Master Tentative Tract Map No. 20362 (TPM20-000024), along with Sub-Tentative Tract Map No's. 20363 (TTM20-000009) and 20364 (TTM20-000010), were conditionally approved by the City Council of Fontana on June 22, 2021. The Tentative Tract Map TPM20-000024 was revised on December 14, 2021, and was determined to be in substantial conformance with the original Tract Map. The final map for Master Tract No. 20362 was approved by the City Council on March 8, 2022.

The original owner, AG EHC II (LEN) CA 2, L.P., a Delaware limited partnership (as successor in interest to Lennar Homes of California, Inc., a California Corporation), complied with the Conditions of Approval, including the dedication of required easements as part of the Gardens Village of the Arboretum Specific Plan development project. As part of the development, landscape and sidewalk easements were dedicated along Cassava Drive, Gardens Street, Fieldcress Drive, and Montelena Road of the gated community at Gardens Village within the Arboretum Specific Plan, as follows:

- Tract No. 20362: Portions of Lots 2 through 6
- Tract No. 20363: Portions of Lots A, D, G, and J

- Tract No. 20364: Portions of Lots A, D, E, and F

During the construction phase, it was discovered that the landscape and sidewalk easements had been dedicated as public use easements to the City of Fontana, rather than being reserved for the private use of the HOA and lot owners within the gated communities.

To address the necessary land transfer associated with the development of the Gardens Village within the Arboretum Specific Plan, the owner has conveyed the relevant portions of the subject of the lots to the respective new owners as:

- To the new owner: TPG AG EHC III (NWHM) CA 2, L.P., a Delaware limited partnership - received portion of Lot 2 of Tract No. 20362.
- To the new owner: Richmond American Homes of Maryland, Inc., a Maryland corporation - received portions of Lots 3 and 4 of Tract No. 20362.
- To the new owner: AG EHC II (LEN) CA 2, L.P., a Delaware limited partnership - received portions of Lots 5 and 6 of Tract No. 20362.
- To the new owner: Lennar Homes of California, LLC, a California limited liability company - received portions of Lots A, D, G, and J of Tract No. 20363, and Lots A, D, E, and F of Tract No. 20364.

The existing easements in question are located within a gated community (Gardens Village of the Arboretum Specific Plan) and are no longer necessary for public use. Their continued designation as public easements is inconsistent with the private nature of the development and hinders further development or conveyance of the properties.

Releasing the landscape and sidewalk easements will allow for appropriate use and maintenance by the homeowners' association or property owners, and ensure the project remains in compliance with City standards. Staff recommends that the City Council approve and authorize the City Manager to execute a Quitclaim Deed to release the City's interest in the landscape and sidewalk public use easements located within:

- Tract No. 20362: Portions of Lots 2 through 6
- Tract No. 20363: Portions of Lots A, D, G, and J
- Tract No. 20364: Portions of Lots A, D, E, and F

This action will approve and authorize the City Manager to execute a Quitclaim Deed to release the City's interest in the landscape and sidewalk public use easements, facilitate proper land development, clarify ownership responsibilities, and reflect the private character of the gated community.

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

MOTION:
Approve staff recommendation.

RECORDING REQUESTED BY:
City of Fontana

WHEN RECORDED, MAIL TO:

City of Fontana
Department of Engineering
8353 Sierra Ave.
Fontana, CA 92335

Portion of APN __1118-401-02__ **(**SPACE ABOVE THIS LINE FOR RECORDER'S USE)

No Recording Fee Required; this document is exempt from fee
pursuant to Government Code Section 27383.
Document Transfer Tax Due: $ None

By: ____

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF FONTANA, a California municipal corporation, ("Grantor")

hereby remise, release, and quitclaim to

TPG AG EHC III (NWHM) CA 2, L.P., a Delaware limited partnership ("Grantee"),

the following described real property in the City of Fontana, County of San Bernardino, State of California described as follows:

More particularly described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof.

Dated: _____

"GRANTOR"

CITY OF FONTANA, a California municipal corporation

By: _____
Name: Matthew C. Ballantyne
Title: City Manager

NOTARY 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 _____

COUNTY OF _____

On _____, 20__, before me

_____, 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 _____

My Commission expires: _____

[Seal]

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PORTION OF LOT 2, OF TRACT NO. 20362 RECORDED IN BOOK 362 OF MAPS, PAGES 78 THROUGH 84, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, LYING WITHIN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M., BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

PARCEL A:

BEING ALL OF THE EXISTING EASEMENT FOR LANDSCAPE AND SIDEWALK PURPOSES PER SAID TRACT NO. 20362 LYING WITHIN LOT 2. EXCEPTING THEREFROM THAT PORTION ALONG THE NORTHERLY LINE, NORTHEASTERLY LINE AND THE NORTHERLY 113.50 FEET OF THE EASTERLY LINE, OF SAID LOT 2.

CONTAINING: 7,821 S.F., MORE OR LESS.

EXHIBIT "B": ATTACHED HERETO AND MADE A PART THEREOF.

SUBJECT TO: COVENANTS, RESERVATIONS, RESTRICTIONS, RIGHT-OF-WAY AND EASEMENTS OF RECORD, IF ANY.

11/1/2024

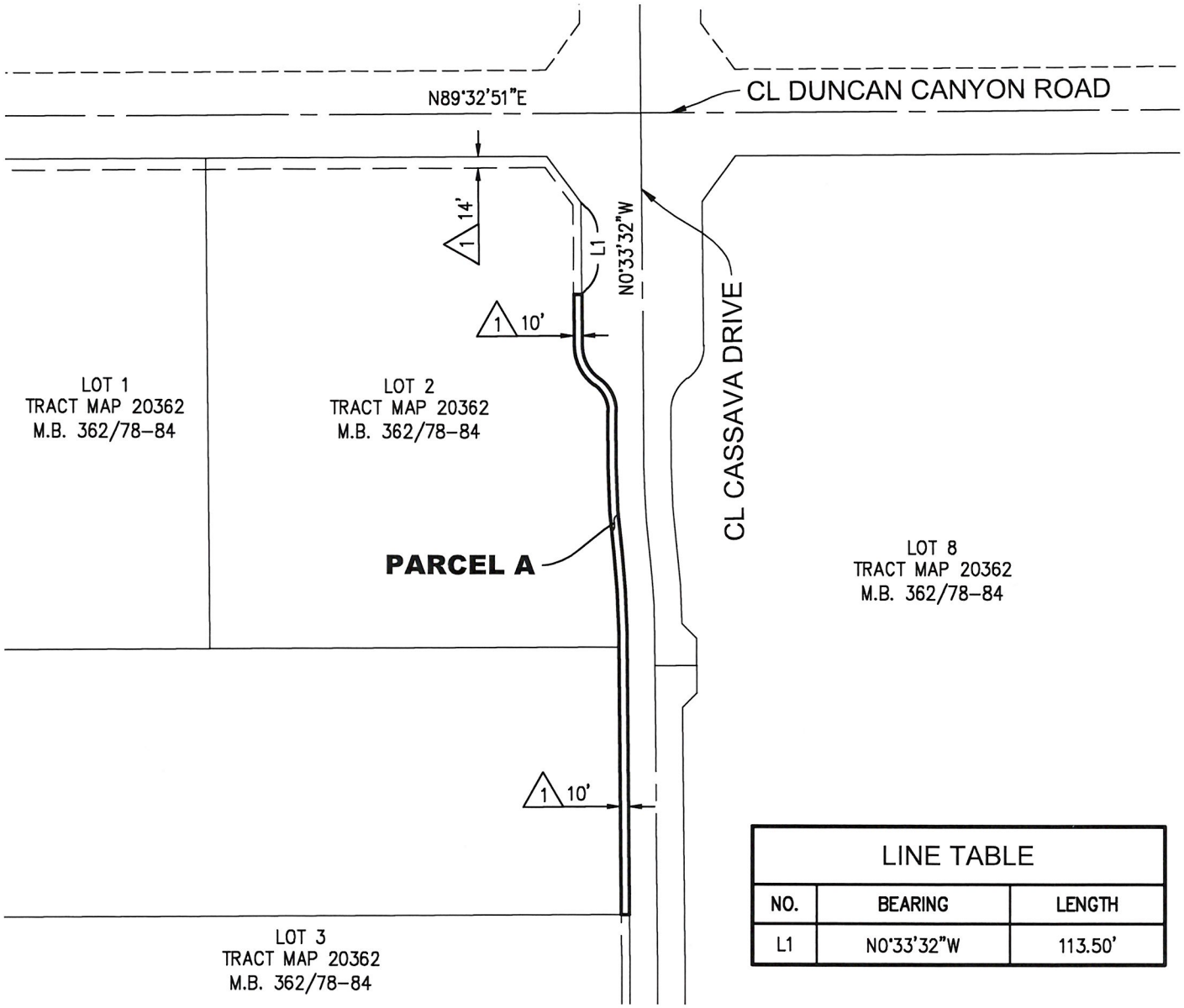
ROBERT SCIPIOBLUME DATE
P.L.S. NO. 9154

DATE PREPARED: NOVEMBER 1, 2024

PREPARED BY: RTM ENGINEERING CONSULTANTS
357 N. SHERIDAN STREET, STE. 117
CORONA, CA 92878

EXHIBIT "B"
DEED PLAT

LOCATED IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M



LINE TABLE		
NO.	BEARING	LENGTH
L1	N0°33'32"W	113.50'

EASEMENT NOTES:

1 EXISTING EASEMENT FOR LANDSCAPE AND SIDEWALK PURPOSES PER TRACT NO. 20362 M.B. 362/78-84

PROFESSIONAL LAND SURVEYOR
ROBERT SCIPIOBLUME
No. 9154
STATE OF CALIFORNIA
11/1/2024

AREA:
PARCEL A = 7,821 SF MORE OR LESS

SCALE: 1"=200'

rtm engineering consultants
357 N. Sheridan St.
Suite 117
Corona, CA 92878
Phone: 951.279.1800
Fax: 951.279.4380

DATE PREPARED: NOVEMBER 1, 2024

SHEET 4 OF 4
CITY INDEX NO. 6276

RECORDING REQUESTED BY:
City of Fontana

WHEN RECORDED, MAIL TO:

City of Fontana
Department of Engineering
8353 Sierra Ave.
Fontana, CA 92335

Portion of APN 1118-421-01
1118-441-01

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

No Recording Fee Required; this document is exempt from fee pursuant to Government Code Section 27383.
Document Transfer Tax Due: $ None

By: ____

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF FONTANA, a California municipal corporation, ("Grantor")

hereby remise, release, and quitclaim to

RICHMOND AMERICAN HOMES OF MARYLAND, INC., a Maryland corporation ("Grantee"),

the following described real property in the City of Fontana, County of San Bernardino, State of California described as follows:

More particularly described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof.

Dated: _____

"GRANTOR"

CITY OF FONTANA, a California municipal corporation

By: _____
Name: Matthew C. Ballantyne
Title: City Manager

NOTARY 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 _____

COUNTY OF _____

On _____, 20___, before me

_____, 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 _____

My Commission expires: _____

[Seal]

EXHIBIT "A"
LEGAL DESCRIPTION

PORTIONS OF LOTS 3 AND 4, OF TRACT NO. 20362 RECORDED IN BOOK 362 OF MAPS, PAGES 78 THROUGH 84, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, LYING WITHIN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M., BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

PARCEL A:

BEING ALL OF THE EXISTING EASEMENT FOR LANDSCAPE AND SIDEWALK PURPOSES PER SAID TRACT NO. 20362 LYING WITHIN LOT 3. EXCEPTING THEREFROM THAT PORTION ALONG THE WESTERLY LINE, SOUTHWESTERLY LINE AND THE WESTERLY 114.25 FEET OF THE SOUTHERLY LINE, OF SAID LOT 3.

CONTAINING: 14,235 S.F., MORE OR LESS.

PARCEL B:

BEING ALL OF THE EXISTING EASEMENT FOR LANDSCAPE AND SIDEWALK PURPOSES PER SAID TRACT NO. 20362 LYING WITHIN LOT 4. EXCEPTING THEREFROM THAT PORTION ALONG THE WESTERLY LINE, NORTHWESTERLY LINE AND THE WESTERLY 114.25 FEET OF THE NORTHERLY LINE, OF SAID LOT 4.

CONTAINING: 5,482 S.F., MORE OR LESS.

EXHIBIT "B": ATTACHED HERETO AND MADE A PART THEREOF.

SUBJECT TO: COVENANTS, RESERVATIONS, RESTRICTIONS, RIGHT-OF-WAY AND EASEMENTS OF RECORD, IF ANY.

11/1/2024

ROBERT SCIPIOBLUME DATE
P.L.S. NO. 9154

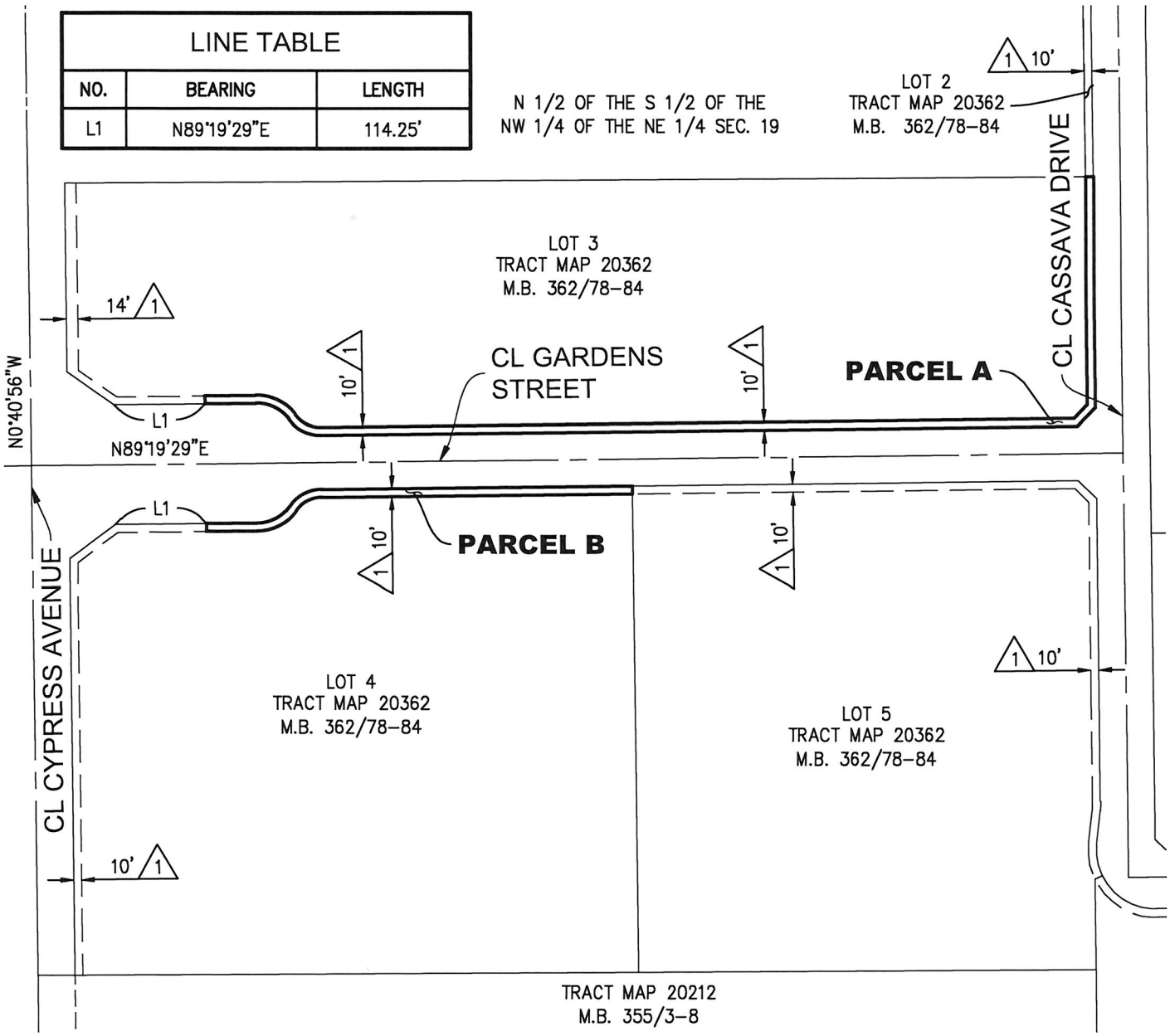
DATE PREPARED: NOVEMBER 1, 2024

PREPARED BY: RTM ENGINEERING CONSULTANTS
357 N. SHERIDAN STREET, STE. 117
CORONA, CA 92878

EXHIBIT "B"
DEED PLAT

LOCATED IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°19'29"E	114.25'



EASEMENT NOTES:

1 EXISTING EASEMENT FOR LANDSCAPE AND SIDEWALK PURPOSES PER TRACT NO. 20362 M.B. 362/78-84

PROFESSIONAL LAND SURVEYOR
ROBERT SCIPIOBLUME
No. 9154
STATE OF CALIFORNIA
11/1/2024

AREA:
PARCEL A = 14,235 SF MORE OR LESS
PARCEL B = 5,482 SF MORE OR LESS

SCALE: 1"=200'

rtm engineering consultants
357 N. Sheridan St.
Suite 117
Corona, CA 92878
Phone: 951.279.1800
Fax: 951.279.4380

DATE PREPARED: NOVEMBER 1, 2024

SHEET 4 OF 4
CITY INDEX NO. 6277

RECORDING REQUESTED BY:
City of Fontana

WHEN RECORDED, MAIL TO:

City of Fontana
Department of Engineering
8353 Sierra Ave.
Fontana, CA 92335

Portion of APN **1118-444-59**
1118-463-83

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

No Recording Fee Required; this document is exempt from fee pursuant to Government Code Section 27383.
Document Transfer Tax Due: $ None

By: ____

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF FONTANA, a California municipal corporation, ("Grantor")

hereby remise, release, and quitclaim to

AG EHC II (LEN) CA 2, L.P., a Delaware limited partnership ("Grantee"),

the following described real property in the City of Fontana, County of San Bernardino, State of California described as follows:

More particularly described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof.

Dated: _____

"GRANTOR"

CITY OF FONTANA, a California municipal corporation

By: _____
Name: Matthew C. Ballantyne
Title: City Manager

NOTARY 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 _____

COUNTY OF _____

On _____, 20__, before me

_____, 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 _____

My Commission expires: _____

[Seal]

EXHIBIT "A"
LEGAL DESCRIPTION

PORTIONS OF LOTS 5 AND 6, OF TRACT NO. 20362 RECORDED IN BOOK 362 OF MAPS, PAGES 78 THROUGH 84, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, LYING WITHIN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M., BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

PARCEL A:

BEING ALL OF THE EXISTING EASEMENT FOR LANDSCAPE AND SIDEWALK PURPOSES LOCATED WITHIN LOT 5, OF SAID TRACT NO. 20362.

CONTAINING: 10,607 S.F., MORE OR LESS.

PARCEL B:

BEING ALL OF THE EXISTING EASEMENTS FOR LANDSCAPE AND SIDEWALK PURPOSES WITHIN LOT 6 OF SAID TRACT NO. 20362 ALONG THE NORTHERLY AND NORTHEASTERLY LINE OF SAID LOT 6.

CONTAINING: 3,433 S.F., MORE OR LESS.

PARCEL C:

BEING ALL OF THE EXISTING EASEMENT FOR LANDSCAPE AND SIDEWALK PURPOSES WITHIN LOT 6 OF SAID TRACT NO. 20362 ALONG THE EASTERLY LINE OF SAID LOT 6. EXCEPTING THEREFROM, THAT PORTION LYING ALONG THE SOUTHERLY 105.39 FEET OF SAID EASTERLY LINE OF SAID LOT 6.

CONTAINING: 4,732 S.F., MORE OR LESS.

EXHIBIT "B": ATTACHED HERETO AND MADE A PART THEREOF.

SUBJECT TO: COVENANTS, RESERVATIONS, RESTRICTIONS, RIGHT-OF-WAY AND EASEMENTS OF RECORD, IF ANY.

11/1/24

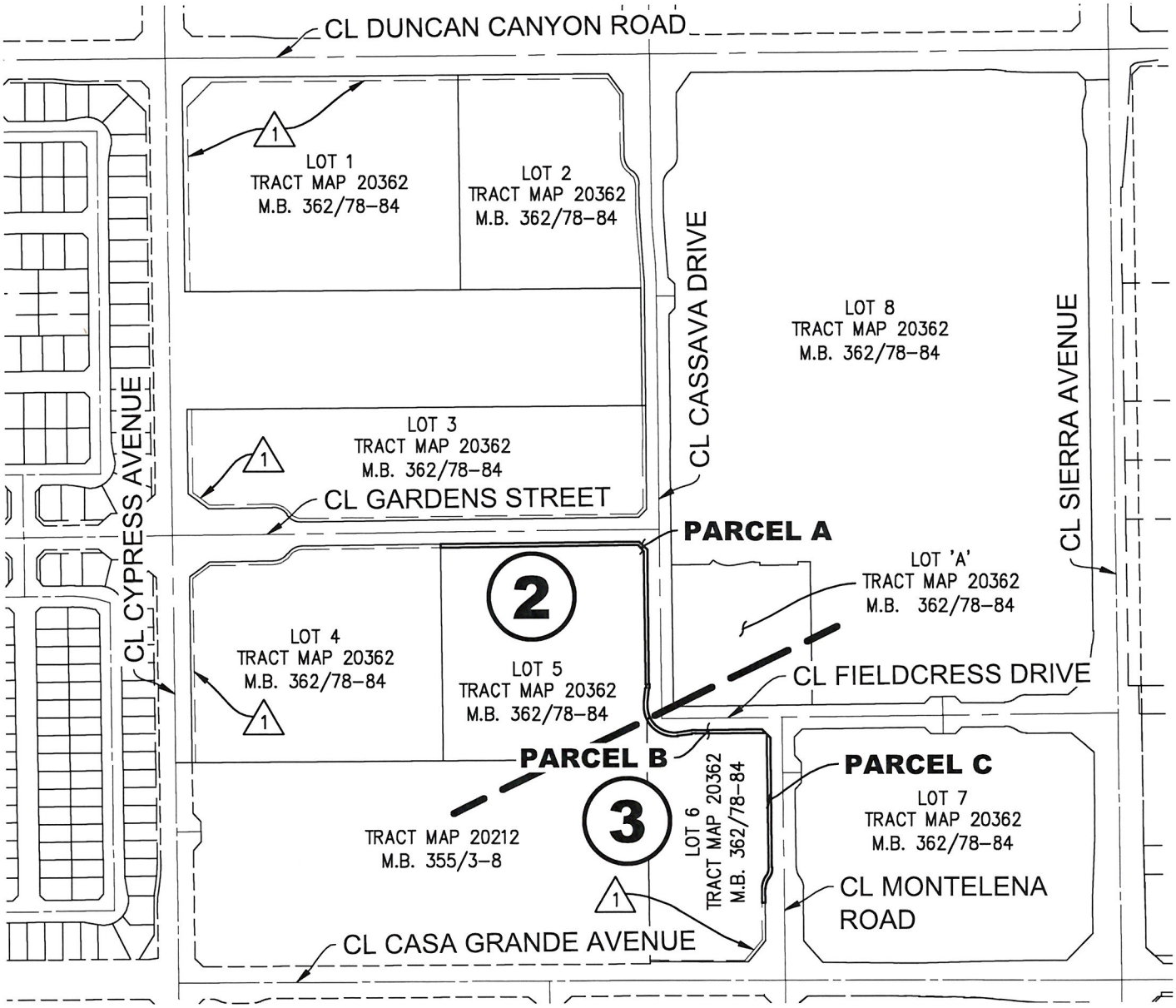
ROBERT SCIPIOBLUME DATE
P.L.S. NO. 9154

DATE PREPARED: NOVEMBER 1, 2024

PREPARED BY: RTM ENGINEERING CONSULTANTS
357 N. SHERIDAN STREET, STE. 117
CORONA, CA 92878

EXHIBIT "B"
DEED PLAT

LOCATED IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M



EASEMENT NOTES:

1 EXISTING EASEMENT FOR LANDSCAPE AND SIDEWALK PURPOSES PER TRACT NO. 20362 M.B. 362/78–84

LEGEND:

X INDICATES SHEET NUMBER

INDICATES SHEET MATCH LINE

PROFESSIONAL LAND SURVEYOR
ROBERT SCIPIOBLUME
No. 9154
STATE OF CALIFORNIA
11/1/24

AREA:

PARCEL A = 10,607 SF MORE OR LESS
PARCEL B = 3,433 SF MORE OR LESS
PARCEL C = 4,732 SF MORE OR LESS

SCALE: 1"=450'

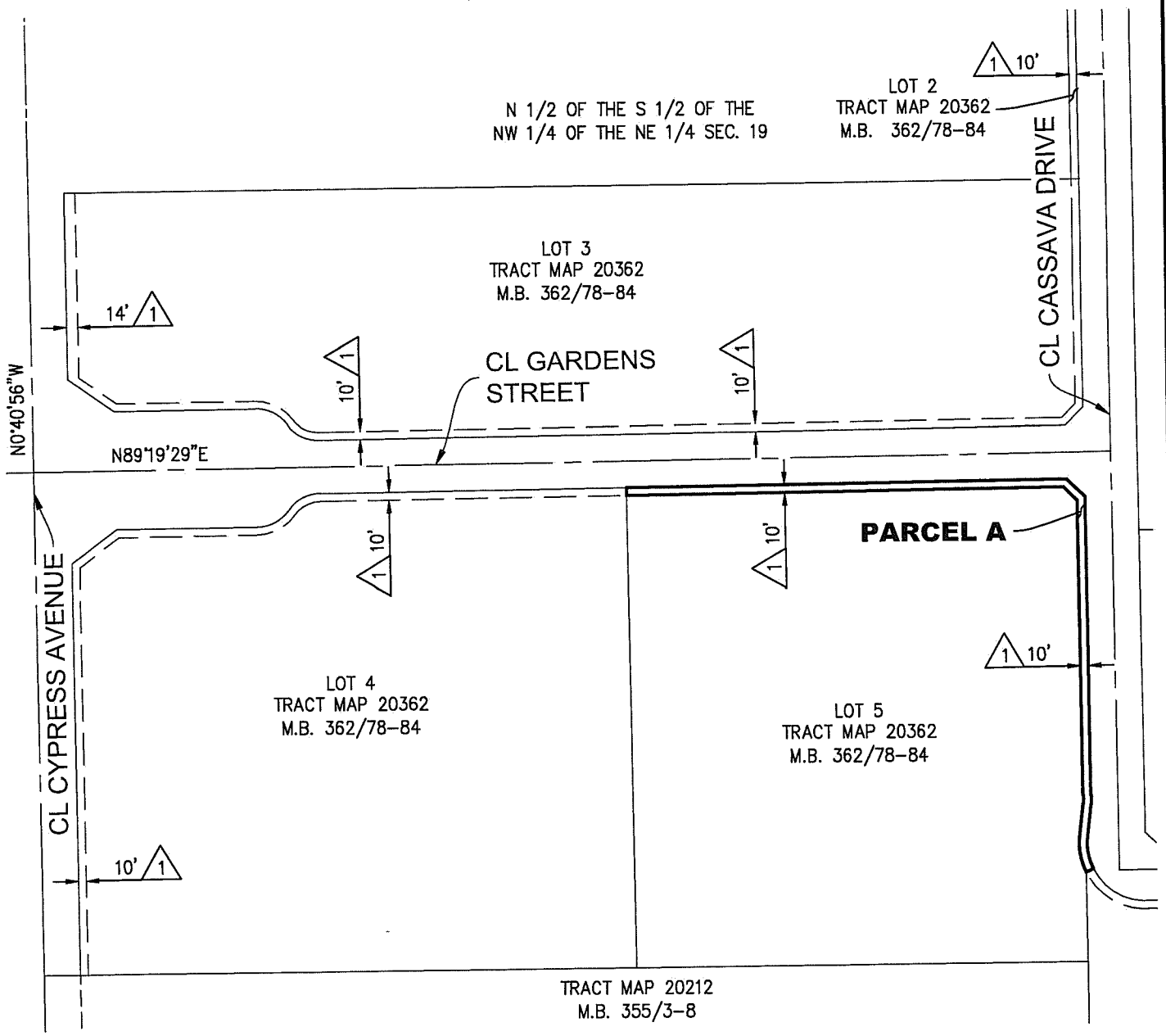
rtm engineering consultants
357 N. Sheridan St.
Suite 117
Corona, CA 92878
Phone: 951.279.1800
Fax: 951.279.4380

DATE PREPARED: NOVEMBER 1, 2024

SHEET 4 OF 6
CITY INDEX NO. 6278

EXHIBIT "B"
DEED PLAT

LOCATED IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M



EASEMENT NOTES:

1 EXISTING EASEMENT FOR LANDSCAPE AND SIDEWALK PURPOSES PER TRACT NO. 20362 M.B. 362/78-84

SCALE: 1"=200'

AREA:

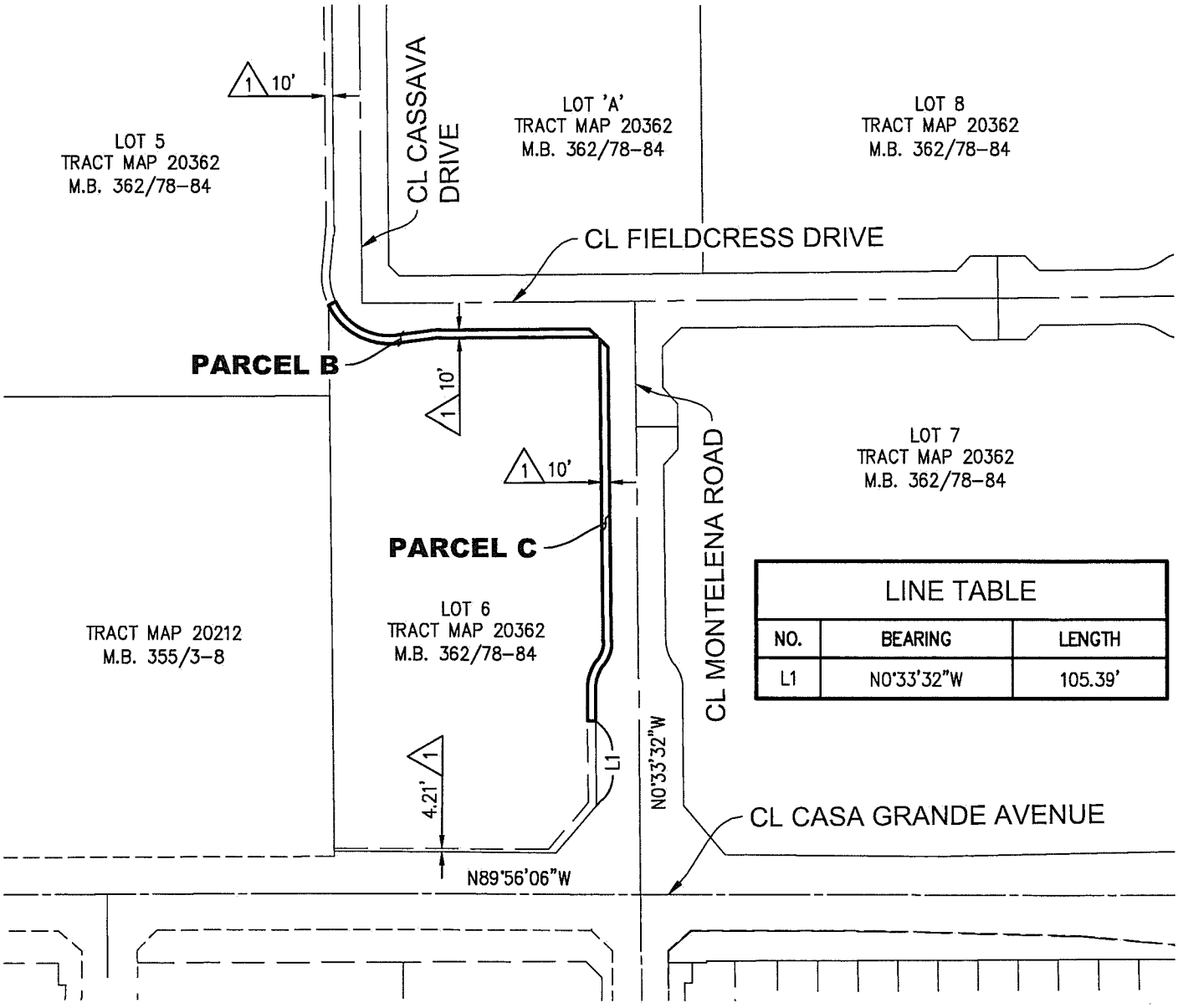
PARCEL A = 10,607 SF MORE OR LESS

rtm engineering consultants
357 N. Sheridan St.
Suite 117
Corona, CA 92878
Phone: 951.279.1800
Fax: 951.279.4380

DATE PREPARED: NOVEMBER 1, 2024

EXHIBIT "B"
DEED PLAT

LOCATED IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M



LINE TABLE		
NO.	BEARING	LENGTH
L1	N0°33'32"W	105.39'

EASEMENT NOTES:

1 EXISTING EASEMENT FOR LANDSCAPE AND SIDEWALK PURPOSES PER TRACT NO. 20362 M.B. 362/78-84

SCALE: 1"=200'

AREA:

PARCEL B = 3,433 SF MORE OR LESS

PARCEL C = 4,732 SF MORE OR LESS

rtm engineering consultants

357 N. Sheridan St.
Suite 117
Corona, CA 92878
Phone: 951.279.1800
Fax: 951.279.4380

DATE PREPARED: NOVEMBER 1, 2024

SHEET 6 OF 6
CITY INDEX NO. 6278

RECORDING REQUESTED BY:
City of Fontana

WHEN RECORDED, MAIL TO:

City of Fontana
Department of Engineering
8353 Sierra Ave.
Fontana, CA 92335

Portion of APN **1118-412-37**
1118-432-14
1118-451-35
1118-451-38

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

No Recording Fee Required; this document is exempt from fee pursuant to Government Code Section 27383.
Document Transfer Tax Due: $ None

By: _____

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF FONTANA, a California municipal corporation, ("Grantor")

hereby remise, release, and quitclaim to

LENNAR HOMES OF CALIFORNIA, **LLC**, a California limited liability company ("Grantee"),

the following described real property in the City of Fontana, County of San Bernardino, State of California described as follows:

More particularly described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof.

Dated: _____

"GRANTOR"

CITY OF FONTANA, a California municipal corporation

By: _____
Name: Matthew C. Ballantyne
Title: City Manager

NOTARY 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 _____

COUNTY OF _____

On _____, 20__, before me

_____, 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 _____

My Commission expires: _____

[Seal]

EXHIBIT "A"

LEGAL DESCRIPTION

PORTIONS OF THE EXISTING EASEMENT FOR LANDSCAPE AND SIDEWALK PURPOSES OVER LOTS "A", "D", "G", AND "J", OF TRACT NO. 20363 RECORDED IN BOOK 363 OF MAPS, PAGES 58 THROUGH 66, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, LYING WITHIN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M., BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

PARCEL 1:

BEING ALL OF SAID LOT "D" OF SAID TRACT NO. 20363. EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT "D";

THENCE ALONG THE WESTERLY LINE OF SAID LOT "D", SAID WESTERLY LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF CASSAVA DRIVE (75.00 FEET HALF-WIDTH) SOUTH 0°33'32" EAST, A DISTANCE OF 113.50 FEET;

THENCE PERPENDICULAR TO SAID WESTERLY LINE NORTH 89°26'28" EAST, A DISTANCE OF 10.00 FEET TO THE EASTERLY LINE OF SAID LOT "D";

THENCE ALONG SAID EASTERLY LINE NORTH 0°33'32" WEST, A DISTANCE OF 110.25 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT "D";

THENCE NORTH 72°34'11" WEST, A DISTANCE OF 10.51 FEET TO THE POINT OF BEGINNING.

CONTAINING: 4,415 S.F., MORE OR LESS.

PARCEL 2:

BEING ALL OF SAID LOT "A" OF SAID TRACT NO. 20363.

CONTAINING: 7,234 S.F., MORE OR LESS.

PARCEL 3:

THAT PORTION OF SAID LOT "J" OF SAID TRACT NO. 20363, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT "J", SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF FIELDCRESS DRIVE (34.00 FEET HALF-WIDTH);

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE ALONG THE WESTERLY LINE OF SAID LOT "J" NORTH 0°33'32" WEST, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A LINE PARALLEL WITH AND 10.00 FEET DISTANT TO THE SOUTHERLY LINE OF SAID LOT "J" AND SAID NORTHERLY RIGHT-OF-WAY LINE;

DATE PREPARED: NOVEMBER 1, 2024

PREPARED BY: RTM ENGINEERING CONSULTANTS
357 N. SHERIDAN STREET, STE. 117
CORONA, CA 92878

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 3 CON'T:

THENCE LEAVING SAID WESTERLY LINE AND ALONG SAID PARALLEL LINE NORTH 89°26'28" EAST, A DISTANCE OF 312.18 FEET TO A LINE PARALLEL WITH AND 10.00 FEET DISTANT TO THE SOUTHEASTERLY LINE OF SAID LOT "J";

THENCE ALONG SAID PARALLEL LINE NORTH 44°26'28" EAST, A DISTANCE OF 11.31 FEET;

THENCE NORTH 89°26'28" EAST, A DISTANCE OF 14.14 FEET TO AN ANGLE POINT IN THE EASTERLY LINE OF SAID LOT "J" ALSO BEING AN ANGLE POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF HAZELNUT LANE (34.00 FEET HALF-WIDTH);

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT "J" AND SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 44°26'28" WEST, A DISTANCE OF 25.46 FEET TO THE SOUTHERLY LINE OF SAID LOT "J" ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF FIELDCRESS DRIVE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 89°26'28" WEST, A DISTANCE OF 316.32 FEET TO THE **POINT OF BEGINNING**;

CONTAINING: 3,326 S.F., MORE OR LESS.

PARCEL 4:

BEING ALL OF SAID LOT "G" OF SAID TRACT NO. 20363. EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT "G";

THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT "G" SOUTH 20°39'26" EAST, A DISTANCE OF 10.65 FEET TO THE SOUTHERLY LINE OF SAID LOT "G", SAID SOUTHERLY LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF FIELDCRESS DRIVE (54.00 FEET HALF-WIDTH);

THENCE ALONG SAID SOUTHERLY LINE AND NORTHERLY RIGHT-OF-WAY LINE SOUTH 89°26'28" WEST, A DISTANCE OF 97.23 FEET;

THENCE PERPENDICULAR TO SAID SOUTHERLY LINE NORTH 0°33'32" WEST, A DISTANCE OF 10.00 FEET TO THE NORTHERLY LINE OF SAID LOT "G";

THENCE ALONG SAID NORTHERLY LINE NORTH 89°26'28" EAST, A DISTANCE OF 93.57 FEET TO THE **POINT OF BEGINNING**;

CONTAINING: 2,242 S.F., MORE OR LESS.

DATE PREPARED: OCTOBER 22, 2024

PREPARED BY: RTM ENGINEERING CONSULTANTS
357 N. SHERIDAN STREET, STE. 117
CORONA, CA 92878

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "B": ATTACHED HERETO AND MADE A PART THEREOF.

SUBJECT TO: COVENANTS, RESERVATIONS, RESTRICTIONS, RIGHT-OF-WAY AND EASEMENTS OF RECORD, IF ANY.

11/1/24

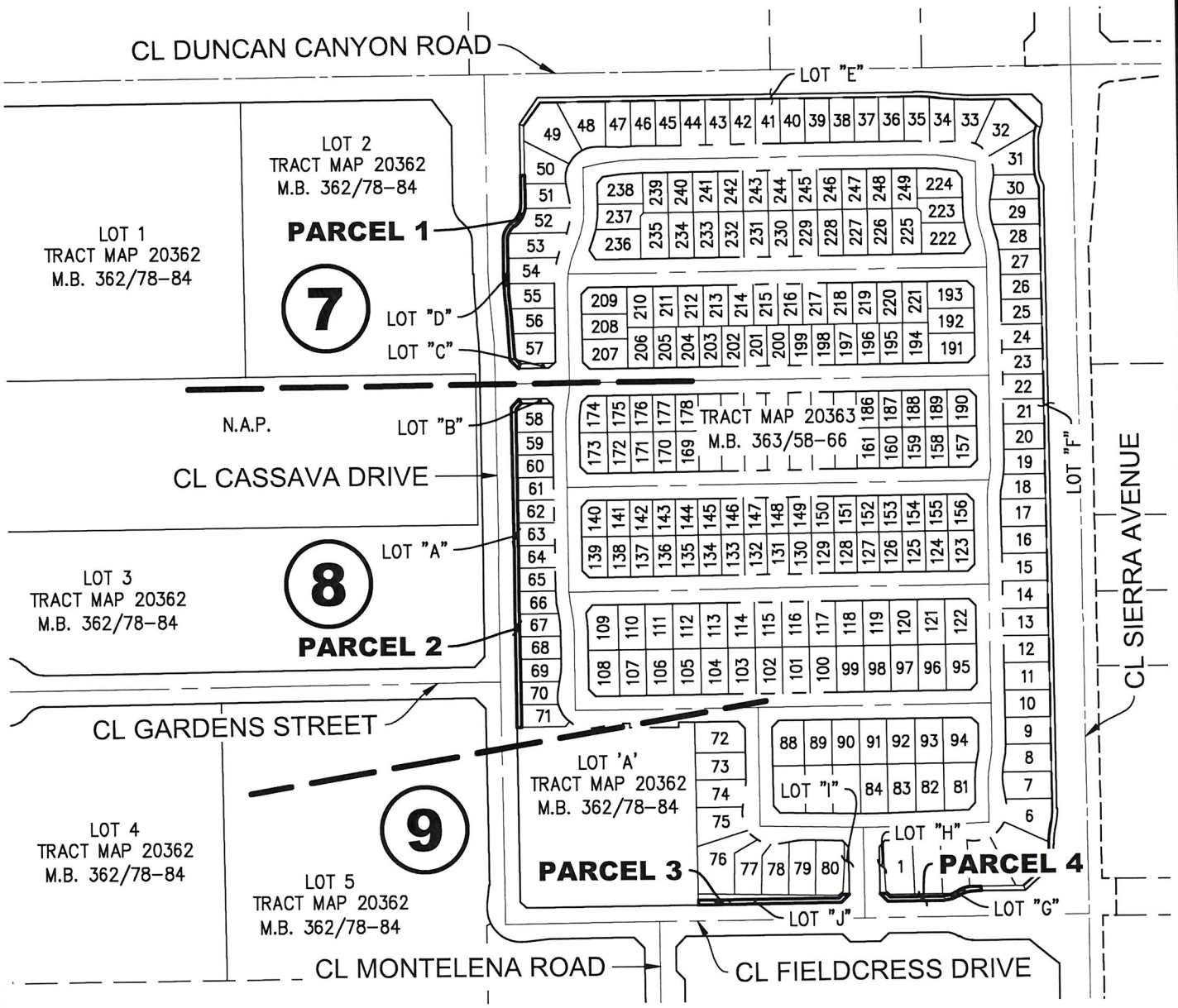
ROBERT SCIPIOBLUME DATE
P.L.S. NO. 9154

DATE PREPARED: OCTOBER 22, 2024

PREPARED BY: RTM ENGINEERING CONSULTANTS
357 N. SHERIDAN STREET, STE. 117
CORONA, CA 92878

EXHIBIT "B"
DEED PLAT

LOCATED IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M



PROFESSIONAL LAND SURVEYOR
ROBERT SCIPIO BLUME
No. 9154
STATE OF CALIFORNIA

11/1/24

LEGEND:

X — INDICATES SHEET NUMBER

— — INDICATES SHEET MATCH LINE

AREA:

PARCEL 1 = 4,415 SF MORE OR LESS
PARCEL 2 = 7,234 SF MORE OR LESS
PARCEL 3 = 3,326 SF MORE OR LESS
PARCEL 4 = 2,242 SF MORE OR LESS

SCALE: 1"=350'

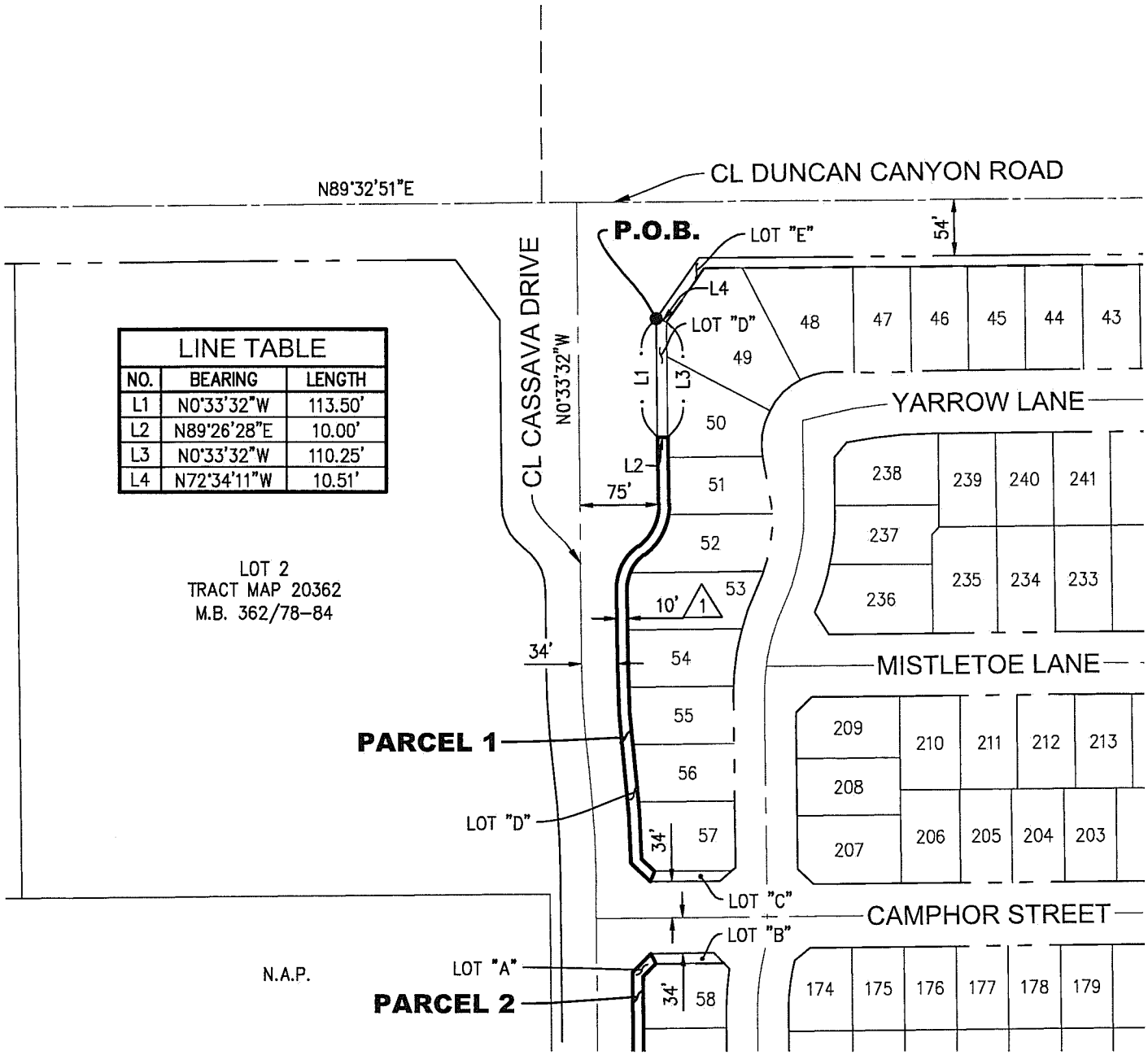
rtm engineering consultants
357 N. Sheridan St.
Suite 117
Corona, CA 92878
Phone: 951.279.1800
Fax: 951.279.4380

DATE PREPARED: NOVEMBER 1, 2024

SHEET 6 OF 10
CITY INDEX NO. 6279

EXHIBIT "B"
DEED PLAT

LOCATED IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M



LINE TABLE		
NO.	BEARING	LENGTH
L1	N0°33'32"W	113.50'
L2	N89°26'28"E	10.00'
L3	N0°33'32"W	110.25'
L4	N72°34'11"W	10.51'

LOT 2
TRACT MAP 20362
M.B. 362/78–84

EASEMENT NOTES:

1 EXISTING EASEMENT FOR LANDSCAPE AND SIDEWALK PURPOSES PER TRACT NO. 20362 M.B. 362/78–84

AREA:
PARCEL 1 = 4,415 SF MORE OR LESS
PARCEL 2 = 7,234 SF MORE OR LESS

SCALE: 1"=150'

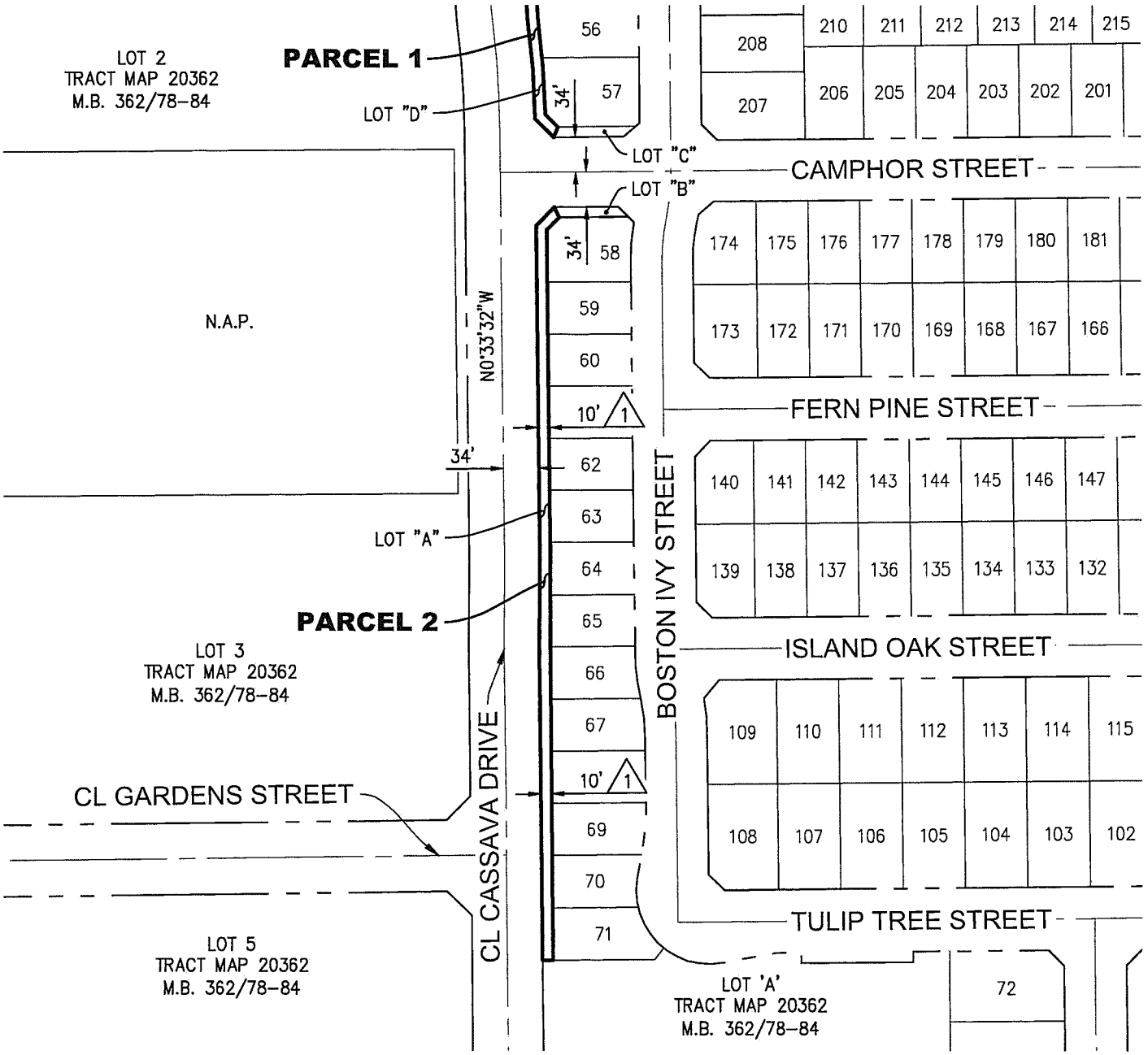
rtm engineering consultants
357 N. Sheridan St.
Suite 117
Corona, CA 92878
Phone: 951.279.1800
Fax: 951.279.4380

DATE PREPARED: NOVEMBER 1, 2024

SHEET 7 OF 10
CITY INDEX NO. 6279

EXHIBIT "B"
DEED PLAT

LOCATED IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M



EASEMENT NOTES:

1 EXISTING EASEMENT FOR LANDSCAPE AND SIDEWALK PURPOSES PER TRACT NO. 20362 M.B. 362/78-84

AREA:

PARCEL 1 = 4,415 SF MORE OR LESS

PARCEL 2 = 7,234 SF MORE OR LESS

SCALE: 1"=150'

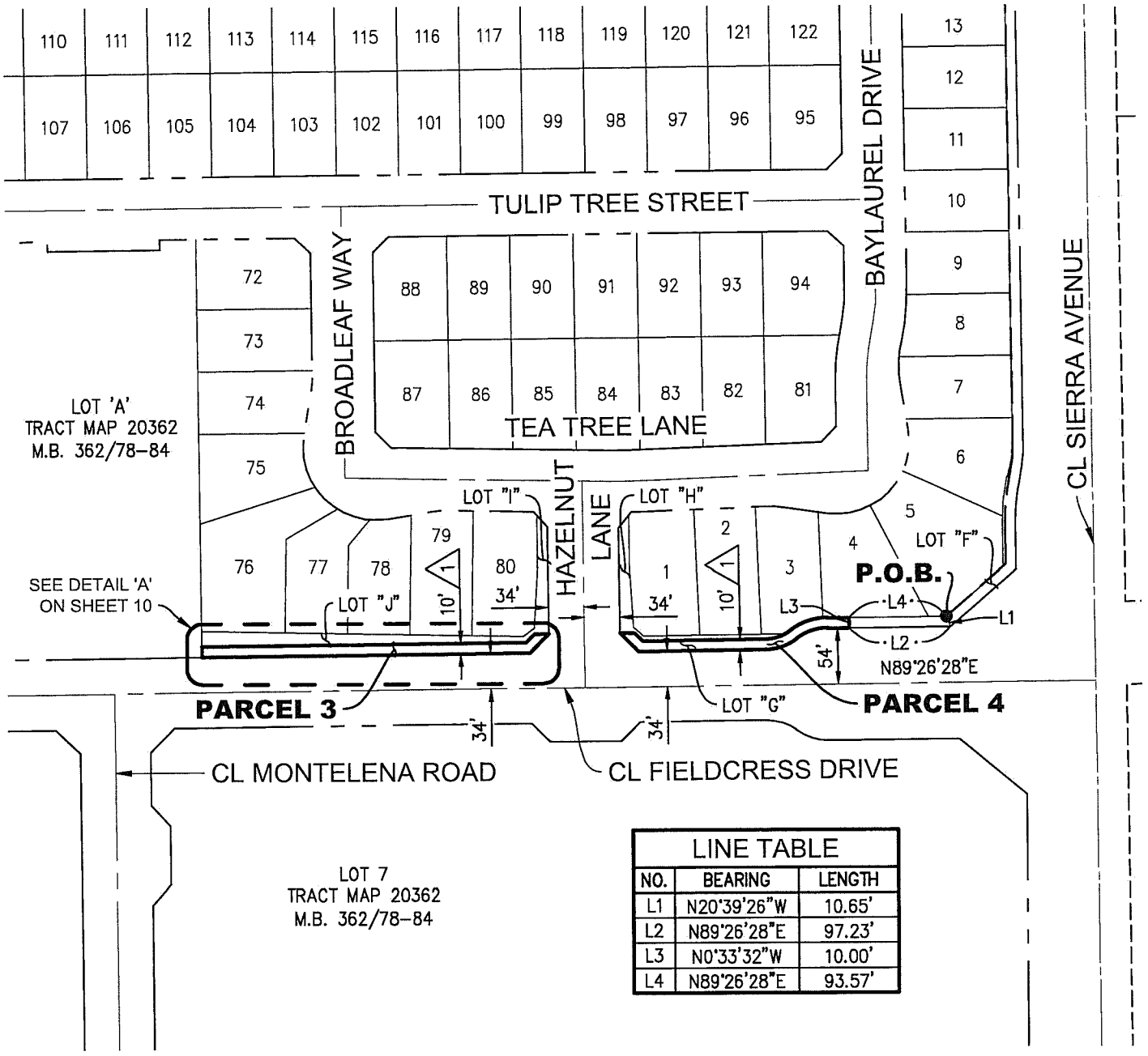
rtm engineering consultants
357 N. Sheridan St.
Suite 117
Corona, CA 92878
Phone: 951.279.1800
Fax: 951.279.4380

DATE PREPARED: NOVEMBER 1, 2024

SHEET 8 OF 10
CITY INDEX NO. 6279

EXHIBIT "B"
DEED PLAT

LOCATED IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M



LINE TABLE		
NO.	BEARING	LENGTH
L1	N20°39'26"W	10.65'
L2	N89°26'28"E	97.23'
L3	N0°33'32"W	10.00'
L4	N89°26'28"E	93.57'

EASEMENT NOTES:

1 EXISTING EASEMENT FOR LANDSCAPE AND SIDEWALK PURPOSES PER TRACT NO. 20362 M.B. 362/78-84

AREA:

PARCEL 3 = 3,326 SF MORE OR LESS

PARCEL 4 = 2,242 SF MORE OR LESS

SCALE: 1"=150'

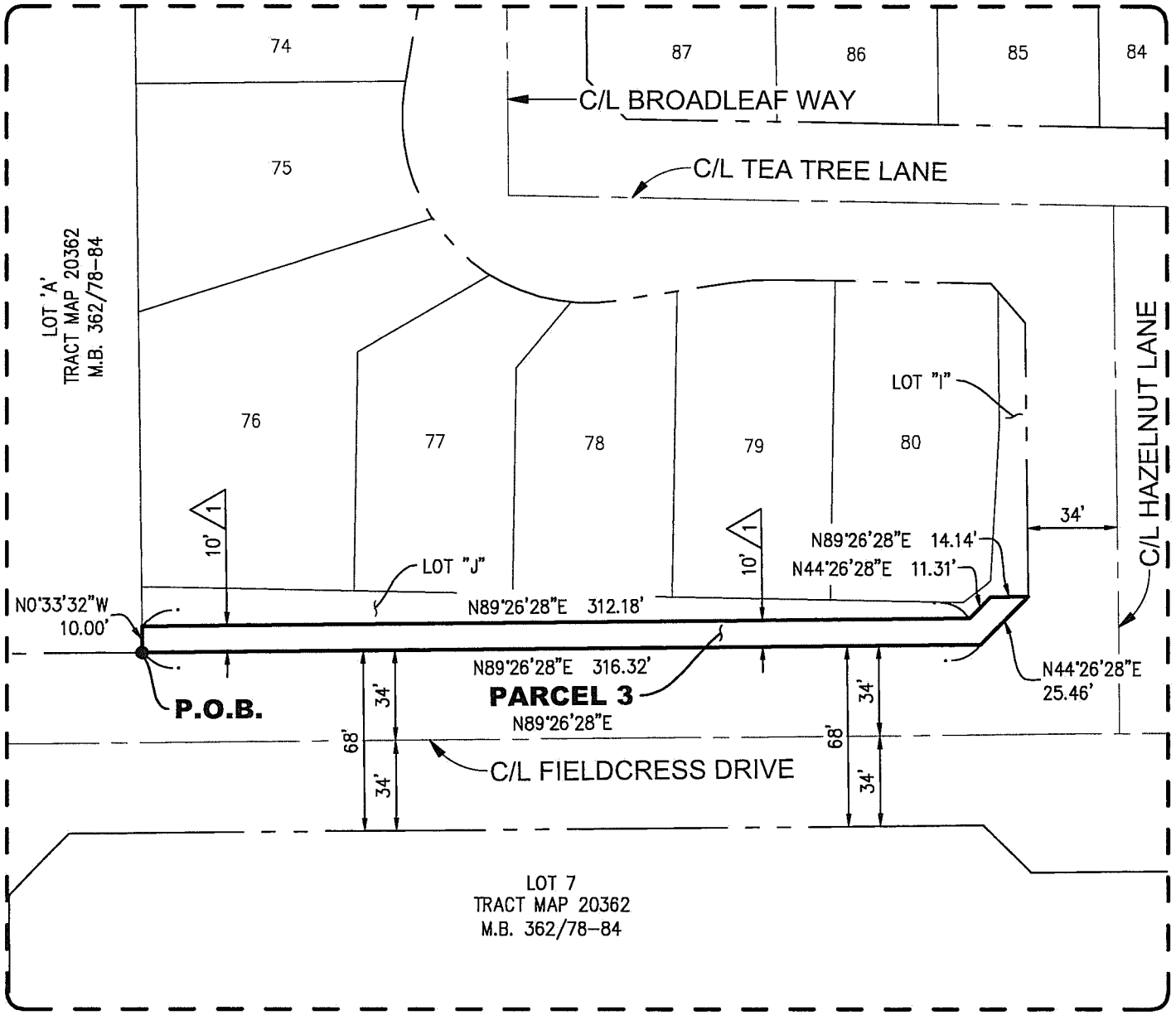
rtm engineering consultants
357 N. Sheridan St.
Suite 117
Corona, CA 92878
Phone: 951.279.1800
Fax: 951.279.4380

DATE PREPARED: NOVEMBER 1, 2024

SHEET 9 OF 10
CITY INDEX NO. 6279

EXHIBIT "B"
DEED PLAT

LOCATED IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M



DETAIL 'A'

EASEMENT NOTES:

1 EXISTING EASEMENT FOR LANDSCAPE AND SIDEWALK PURPOSES PER TRACT NO. 20362 M.B. 362/78-84

AREA:

PARCEL 3 = 3,326 SF MORE OR LESS

SCALE: 1"=60'

rtm engineering consultants
357 N. Sheridan St.
Suite 117
Corona, CA 92878
Phone: 951.279.1800
Fax: 951.279.4380

DATE PREPARED: NOVEMBER 1, 2024

SHEET 10 OF 10
CITY INDEX NO. 6279

RECORDING REQUESTED BY:
City of Fontana

WHEN RECORDED, MAIL TO:

City of Fontana
Department of Engineering
8353 Sierra Ave.
Fontana, CA 92335

Portion of APN **1118-461-53**
1118-461-56
1118-461-57
1118-461-58

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

No Recording Fee Required; this document is exempt from fee pursuant to Government Code Section 27383.
Document Transfer Tax Due: $ None

By: _____

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF FONTANA, a California municipal corporation, ("Grantor")

hereby remise, release, and quitclaim to

LENNAR HOMES OF CALIFORNIA, **LLC**, a California limited liability company ("Grantee"),

the following described real property in the City of Fontana, County of San Bernardino, State of California described as follows:

More particularly described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof.

Dated: _____

"GRANTOR"

CITY OF FONTANA, a California municipal corporation

By: _____
Name: Matthew C. Ballantyne
Title: City Manager

NOTARY 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 _____

COUNTY OF _____

On _____, 20__, before me

_____, 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 _____

My Commission expires: _____

[Seal]

EXHIBIT "A"

LEGAL DESCRIPTION

PORTIONS OF THE EXISTING EASEMENT FOR LANDSCAPE AND SIDEWALK PURPOSES OVER LOTS "A", "D", "E", AND "F", OF TRACT NO. 20364 RECORDED IN BOOK 363 OF MAPS, PAGES 67 THROUGH 71, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, LYING WITHIN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M., BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

PARCEL 1:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT "A" OF SAID TRACT NO. 20364;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT "A" ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF FIELDCRESS DRIVE (54.00 FEET HALF-WIDTH) SOUTH 89°26'28" WEST, A DISTANCE OF 105.32 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE PERPENDICULAR TO SAID NORTHERLY LINE SOUTH 0°33'32" EAST, A DISTANCE OF 10.00 FEET TO THE SOUTHERLY LINE OF SAID LOT "A";

THENCE ALONG SAID SOUTHERLY LINE SOUTH 89°26'28" WEST, A DISTANCE OF 20.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 60.00 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°52'12", A DISTANCE OF 38.61 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 40.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 36°18'40" EAST;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°52'12", A DISTANCE OF 25.74 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 89°26'28" WEST, A DISTANCE OF 118.16 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 44°26'28" WEST, A DISTANCE OF 11.31 FEET;

THENCE LEAVING SAID SOUTHERLY LINE SOUTH 89°26'28" WEST, A DISTANCE OF 14.14 FEET TO THE WESTERLY LINE OF SAID LOT "A" ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF HAZELNUT LANE (34.00 FEET HALF-WIDTH);

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 44°26'28" EAST, A DISTANCE OF 25.46 FEET TO SAID NORTHERLY LINE OF SAID LOT "A" AND SAID SOUTHERLY RIGHT-OF-WAY LINE OF FIELDCRESS DRIVE (34.00 FEET HALF-WIDTH);

THENCE ALONG SAID NORTHERLY LINE AND SAID SOUTHERLY RIGHT-OF-WAY LINE NORTH 89°26'28" EAST, A DISTANCE OF 122.30 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET;

DATE PREPARED: NOVEMBER 1, 2024

PREPARED BY: RTM ENGINEERING CONSULTANTS
357 N. SHERIDAN STREET, STE. 117
CORONA, CA 92878

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1 CONT'D:

THENCE CONTINUING ALONG SAID NORTHERLY LINE AND SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°52'12", A DISTANCE OF 32.18 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 36°18'40" WEST;

THENCE CONTINUING ALONG SAID NORTHERLY LINE AND SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°52'12", A DISTANCE OF 32.18 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE AND SAID SOUTHERLY RIGHT-OF-WAY LINE (54.00 FEET HALF-WIDTH) NORTH 89°26'28" EAST, A DISTANCE OF 20.18 FEET TO THE **POINT OF BEGINNING**;

CONTAINING: 2,231 S.F., MORE OR LESS.

PARCEL 2:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT "E";

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT "E" NORTH 42°32'46" WEST, A DISTANCE OF 14.95 FEET TO THE WESTERLY LINE OF SAID LOT "E", ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF MONTELENA ROAD (34.00 FEET HALF-WIDTH);

THENCE ALONG SAID WESTERLY LINE AND SAID EASTERLY RIGHT-OF-WAY LINE NORTH 0°33'32" WEST, A DISTANCE OF 51.00 FEET;

THENCE CONTINUING ALONG SAID WESTERLY LINE AND SAID EASTERLY RIGHT-OF-WAY LINE NORTH 44°26'28" EAST, A DISTANCE OF 32.53 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT "F", SAID CORNER ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF FIELDCRESS DRIVE (34.00 FEET HALF-WIDTH);

THENCE ALONG THE NORTHERLY LINE OF SAID LOT "F" AND SAID SOUTHERLY RIGHT-OF-WAY LINE NORTH 89°26'28" EAST, A DISTANCE OF 344.53 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT "F";

THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT "F" SOUTH 45°33'32" EAST, A DISTANCE OF 25.46 FEET TO THE EASTERLY LINE OF SAID LOT "F" ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF HAZELNUT LANE (34.00 FEET HALF-WIDTH);

THENCE LEAVING THE EASTERLY LINE OF LOT "F" AND SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 89°26'28" WEST, A DISTANCE OF 14.14 FEET TO THE SOUTHERLY LINE OF SAID LOT "F";

THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 45°33'32" WEST, A DISTANCE OF 11.31 FEET;

DATE PREPARED: OCTOBER 22, 2024

PREPARED BY: RTM ENGINEERING CONSULTANTS
357 N. SHERIDAN STREET, STE. 117
CORONA, CA 92878

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 2 CONT'D:

THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 89°26'28" WEST, A DISTANCE OF 336.25 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF SAID LOT "E" SOUTH 44°26'28" WEST, A DISTANCE OF 24.24 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 0°33'32" EAST, A DISTANCE OF 57.97 FEET TO THE **POINT OF BEGINNING**;

CONTAINING: 4,416 S.F., MORE OR LESS.

PARCEL 3:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT "D";

THENCE ALONG THE WESTERLY LINE OF SAID LOT "D" ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF MONTELENA ROAD (34.00 FEET HALF-WIDTH) NORTH 0°33'32" WEST, A DISTANCE OF 105.76 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID WESTERLY LINE AND SAID EASTERLY RIGHT-OF-WAY LINE NORTH 0°33'32" WEST, A DISTANCE OF 39.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET;

THENCE CONTINUING ALONG SAID WESTERLY LINE AND SAID EASTERLY RIGHT-OF-WAY LINE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°52'12", A DISTANCE OF 32.18 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 52°34'16" WEST;

THENCE CONTINUING ALONG SAID WESTERLY LINE AND SAID EASTERLY RIGHT-OF-WAY LINE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°52'16", A DISTANCE OF 32.18 FEET;

THENCE CONTINUING ALONG SAID WESTERLY LINE AND SAID EASTERLY RIGHT-OF-WAY LINE NORTH 0°33'32" WEST, A DISTANCE OF 218.44 FEET TO THE NORTHWESTERLY LINE OF SAID LOT "D";

THENCE ALONG SAID NORTHWESTERLY LINE NORTH 41°25'42" EAST, A DISTANCE OF 14.95 FEET TO THE A POINT ON A LINE AT THE PROLONGATION OF THE EASTERLY LINE OF SAID LOT "D";

THENCE ALONG SAID PROLONGATION LINE AND SAID EASTERLY LINE OF SAID LOT "D" SOUTH 0°33'32" EAST, A DISTANCE OF 229.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 40.00 FEET;

DATE PREPARED: OCTOBER 22, 2024

PREPARED BY: RTM ENGINEERING CONSULTANTS
357 N. SHERIDAN STREET, STE. 117
CORONA, CA 92878

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 3 CONT'D:

THENCE CONTINUING ALONG SAID EASTERLY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°52'12", A DISTANCE OF 25.74 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 52°34'16" EAST;

THENCE CONTINUING ALONG SAID EASTERLY LINE OF SAID LOT "D" AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°52'12", A DISTANCE OF 38.61 FEET;

THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 0°33'32" EAST, A DISTANCE OF 39.47 FEET;

THENCE PERPENDICULAR TO SAID EASTERLY LINE SOUTH 89°26'28" WEST, A DISTANCE OF 10.00 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING: 3,278 S.F., MORE OR LESS.

EXHIBIT "B": ATTACHED HERETO AND MADE A PART THEREOF.

SUBJECT TO: COVENANTS, RESERVATIONS, RESTRICTIONS, RIGHT-OF-WAY AND EASEMENTS OF RECORD, IF ANY.

11/1/24

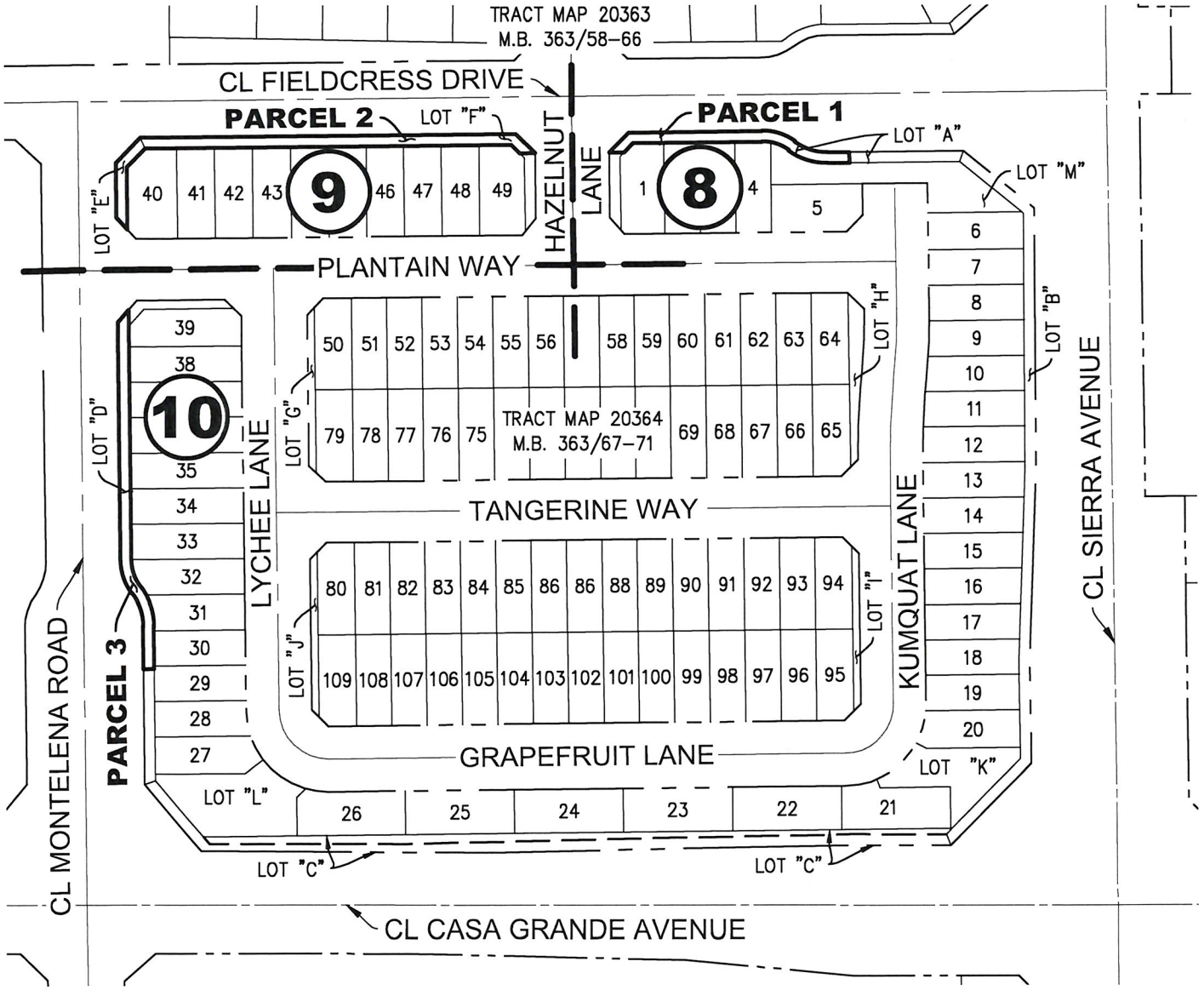
ROBERT SCIPIOBLUME DATE
P.L.S. NO. 9154

DATE PREPARED: OCTOBER 22, 2024

PREPARED BY: RTM ENGINEERING CONSULTANTS
357 N. SHERIDAN STREET, STE. 117
CORONA, CA 92878

EXHIBIT "B"
DEED PLAT

LOCATED IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M



PROFESSIONAL LAND SURVEYOR
ROBERT SCIPIOBLUME
No. 9154
STATE OF CALIFORNIA
11/1/24

AREA:
PARCEL 1 = 2,231 SF MORE OR LESS
PARCEL 2 = 4,416 SF MORE OR LESS
PARCEL 3 = 3,278 SF MORE OR LESS

SCALE: 1"=150'

LEGEND:

X — INDICATES SHEET NUMBER

— — INDICATES SHEET MATCH LINE

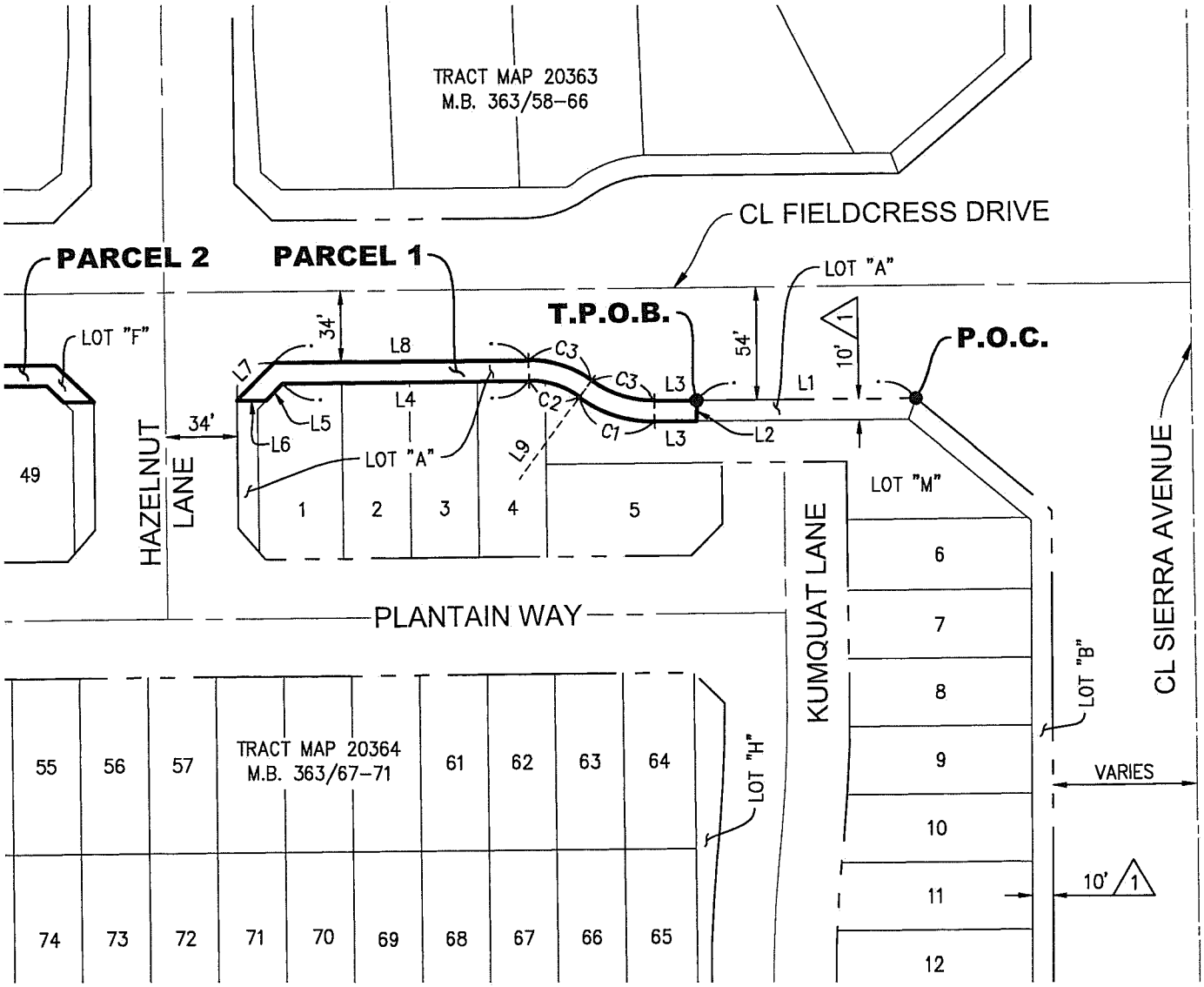
rtm engineering consultants
357 N. Sheridan St.
Suite 117
Corona, CA 92878
Phone: 951.279.1800
Fax: 951.279.4380

DATE PREPARED: NOVEMBER 1, 2024

SHEET 7 OF 10
CITY INDEX NO. 6280

EXHIBIT "B"
DEED PLAT

LOCATED IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M



CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	36°52'12"	60.00'	38.61'
C2	36°52'12"	40.00'	25.74'
C3	36°52'12"	50.00'	32.18'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°26'28"E	105.32'
L2	N0°33'32"W	10.00'
L3	N89°26'28"E	20.18'
L4	N89°26'28"E	118.16'
L5	N44°26'28"E	11.31'

LINE TABLE		
NO.	BEARING	LENGTH
L6	N89°26'28"E	14.14'
L7	N44°26'28"E	25.46'
L8	N89°26'28"E	122.30'
L9	N36°18'40"E	RADIAL

N

SCALE: 1"=80'

EASEMENT NOTES:

1 EXISTING EASEMENT FOR LANDSCAPE AND SIDEWALK PURPOSES PER TRACT NO. 20362 M.B. 362/78–84 AND TRACT NO. 20364 M.B. 363/67–71.

AREA:

PARCEL 1 = 2,231 SF MORE OR LESS

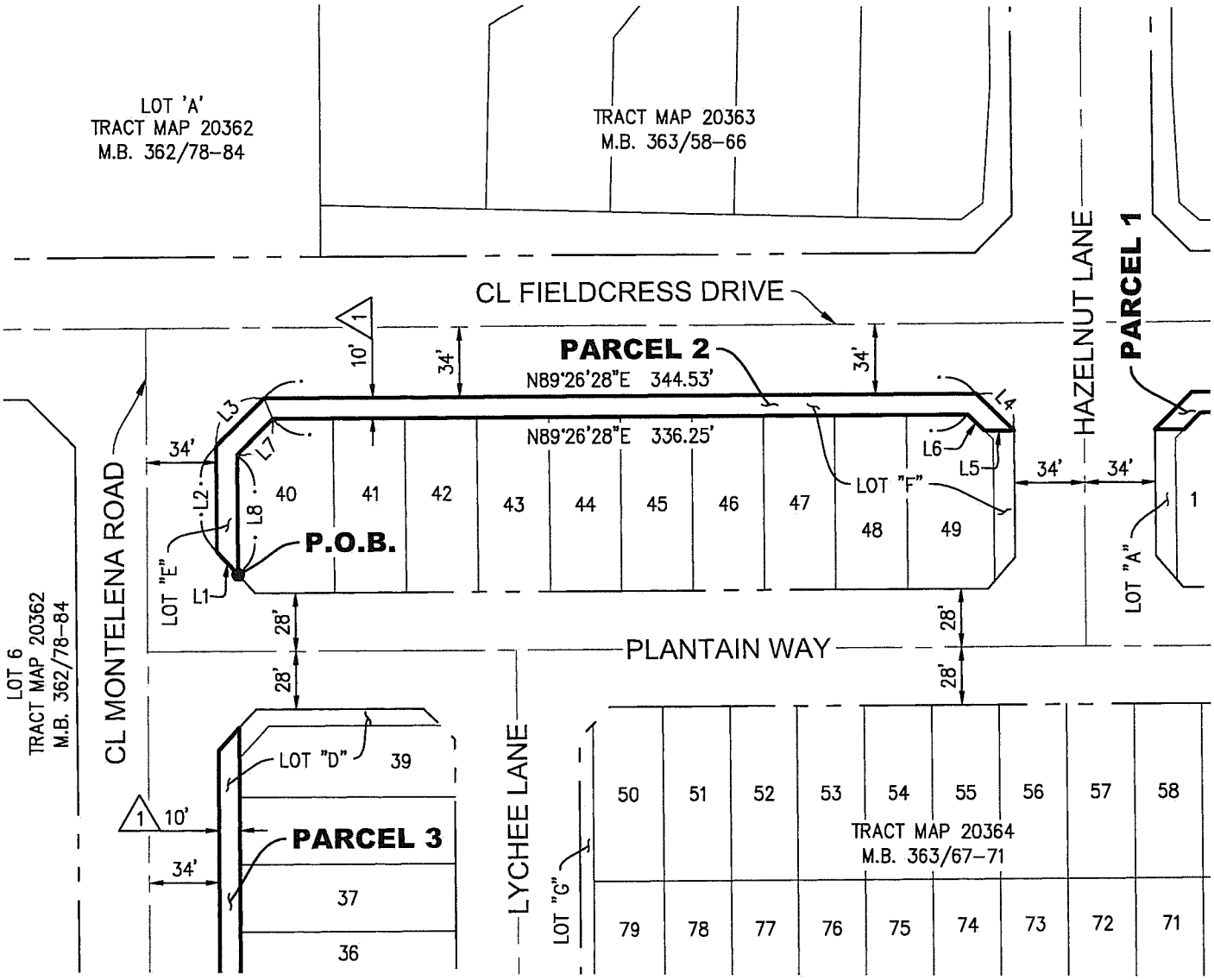
rtm engineering consultants
357 N. Sheridan St.
Suite 117
Corona, CA 92878
Phone: 951.279.1800
Fax: 951.279.4380

DATE PREPARED: NOVEMBER 1, 2024

SHEET 8 OF 10
CITY INDEX NO. 6280

EXHIBIT "B"
DEED PLAT

LOCATED IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M



LINE TABLE		
NO.	BEARING	LENGTH
L1	N42°32'46"W	14.95'
L2	N0°33'32"W	51.00'
L3	N44°26'28"E	32.53'
L4	N45°33'32"W	25.46'

LINE TABLE		
NO.	BEARING	LENGTH
L5	N89°26'28"E	14.14'
L6	N45°33'32"W	11.31'
L7	N44°26'28"E	24.24'
L8	N0°33'32"W	57.97'

SCALE: 1"=80'

EASEMENT NOTES:

1 EXISTING EASEMENT FOR LANDSCAPE AND SIDEWALK PURPOSES PER TRACT NO. 20362 M.B. 362/78-84 AND TRACT NO. 20364 M.B. 363/67-71.

AREA:

PARCEL 2 = 4,416 SF MORE OR LESS

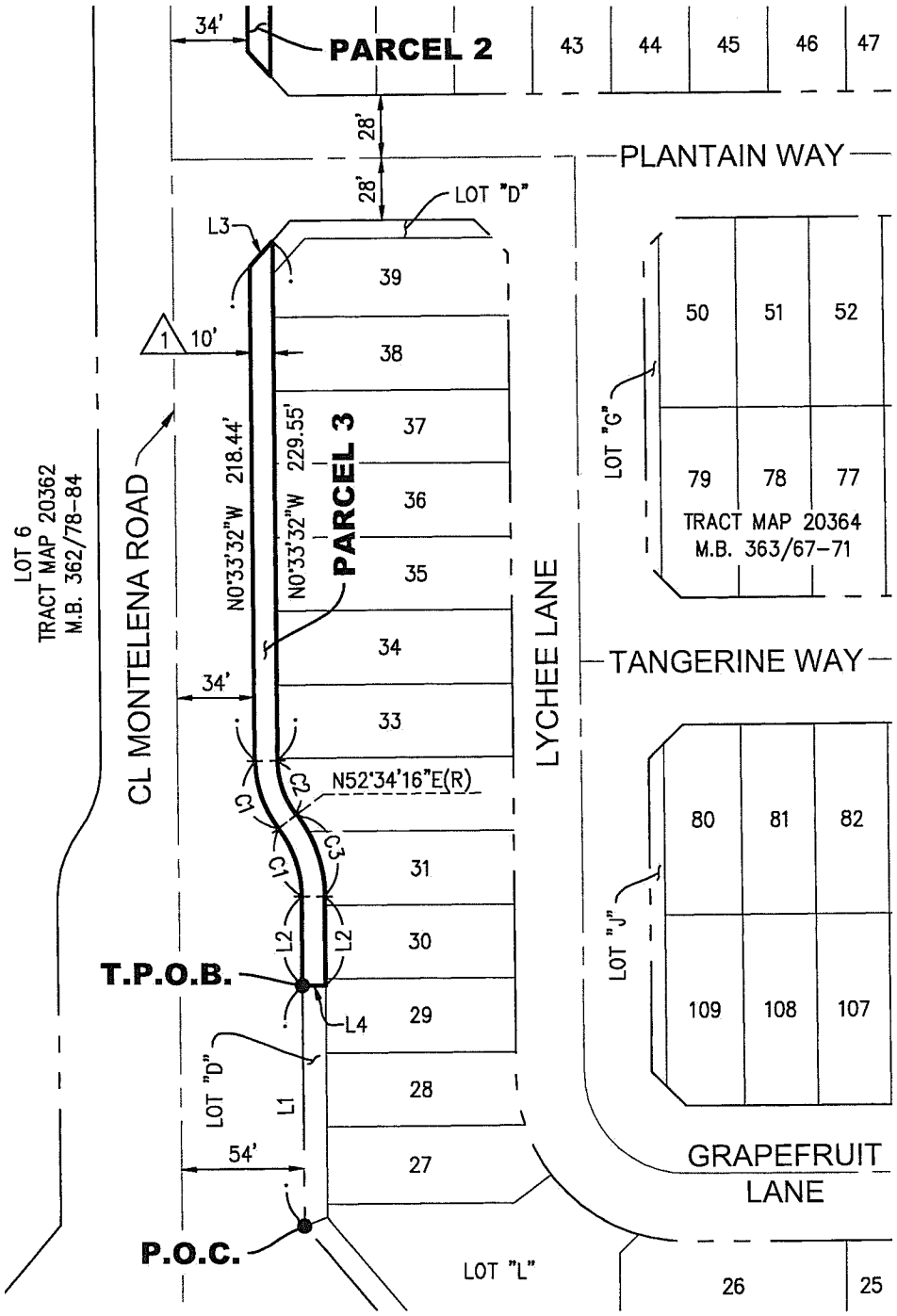
rtm engineering consultants
357 N. Sheridan St.
Suite 117
Corona, CA 92878
Phone: 951.279.1800
Fax: 951.279.4380

DATE PREPARED: NOVEMBER 1, 2024

SHEET 9 OF 10
CITY INDEX NO. 6280

EXHIBIT "B"
PLAT

LOCATED IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M



CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	36°52'12"	50.00'	32.18'
C2	36°52'12"	40.00'	25.74'
C3	36°52'12"	60.00'	38.61'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N0°33'32"W	105.76'
L2	N0°33'32"W	39.47'
L3	N41°25'42"E	14.95'
L4	N89°26'28"E	10.00'

SCALE: 1"=80'

EASEMENT NOTES:

1 EXISTING EASEMENT FOR LANDSCAPE AND SIDEWALK PURPOSES PER TRACT NO. 20362 M.B. 362/78-84 AND TRACT NO. 20364 M.B. 363/67-71.

AREA:

PARCEL 3 = 3,278 SF MORE OR LESS

rtm engineering consultants
357 N. Sheridan St.
Suite 117
Corona, CA 92878
Phone: 951.279.1800
Fax: 951.279.4380

DATE PREPARED: NOVEMBER 1, 2024

SHEET 10 OF 10
CITY INDEX NO. 6280

NUMBERED LOTS = 8
LETTERED LOTS = 1
GROSS AREA = 128.693 ACRES
NET AREA = 106.31 ACRES

TRACT NO. 20362

362/78

IN THE CITY OF FONTANA
LOTS 1 - 6 FOR CONDOMINIUM PURPOSES

BEING A SUBDIVISION OF A PORTION THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

K & A ENGINEERING, INC. **AUGUST, 2021**

OWNER'S CERTIFICATE

WE HEREBY STATE THAT WE ARE THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND BEING SUBDIVIDED AS SHOWN ON THIS MAP AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT TO THE CITY OF FONTANA FOR PUBLIC PURPOSES:

AN EASEMENT FOR LANDSCAPE AND SIDEWALK PURPOSES, OVER PORTIONS OF LOTS 1 THROUGH 8 INCLUSIVE, IN FAVOR OF THE CITY OF FONTANA, DEDICATED HEREON.

WE ALSO HEREBY DEDICATED TO THE CITY OF FONTANA THE FOLLOWING EASEMENTS FOR PUBLIC PURPOSES:

AN EASEMENT FOR STORM DRAIN AND MAINTENANCE PURPOSES, OVER PORTIONS OF LOT 4, LOT 5, LOT 7, AND LOT "A" IN FAVOR OF THE CITY OF FONTANA, DEDICATED HEREON.

WE ALSO HEREBY DEDICATED TO THE CITY OF FONTANA THE FOLLOWING EASEMENTS FOR PUBLIC PURPOSES:

CASA GRANDE AVENUE, CASSAVA DRIVE, CYPRESS AVENUE, DUNCAN CANYON ROAD, FIELDCRESS DRIVE, GARDENS STREET, MONTELENA ROAD, AND SIERRA AVENUE, FOR STREET, HIGHWAY, UTILITY AND RELATED PURPOSES, UNDER, OVER AND UPON AS SHOWN HEREON.

WE HEREBY RESERVE LOT "A" AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS AND ASSIGNS WITHIN THIS MAP

AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: _____ DATE: 2/25/22

PRINT NAME: Steven S. Benson

TITLE: Manager of Essential Housing Asset Management, LLC, Authorized Agent of AG EHC II (LEN) CA 2, L.P.

NOTARY 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 Arizona
COUNTY OF Maricopa

ON 2/25/2022 BEFORE ME, Jaime Marie Adams, A NOTARY PUBLIC, PERSONALLY APPEARED Steven S. Benson, 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~~ Arizona THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE _____
PRINT NAME: Jaime Marie Adams

MY PRINCIPAL PLACE OF BUSINESS IS IN Maricopa COUNTY.
MY COMMISSION EXPIRES: 07/01/25.
MY COMMISSION NUMBER: 607030

TRUSTEE STATEMENT

ORANGE COAST TITLE COMPANY, TRUSTEE UNDER DEED OF TRUST RECORDED DECEMBER 14, 2021 AS INSTRUMENT NO. 2021-0559014 AND INSTRUMENT NO. 2021-0559015

BY: _____ DATE: 03/02/2022

PRINT NAME: Tim Pearson

TITLE: First Vice President

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ON 03/02/2022 BEFORE ME, MCulpepper Chavez, A NOTARY PUBLIC, PERSONALLY APPEARED Tim Pearson, 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.

SIGNATURE _____
PRINT NAME: MCulpepper Chavez

MY PRINCIPAL PLACE OF BUSINESS IS IN SAN BERNARDINO COUNTY.
MY COMMISSION EXPIRES: 01/07/2023
MY COMMISSION NUMBER: 2270643

ABANDONMENT NOTE

PURSUANT TO THE PROVISIONS OF SECTION 66434 (G) OF THE SUBDIVISION MAP ACT, THE RECORDATION OF THIS FINAL MAP CONSTITUTES ABANDONMENT OF THAT CERTAIN EASEMENT ACQUIRED BY THE CITY OF FONTANA FOR DRAINAGE PURPOSES BY EASEMENT RECORDED 8/17/2012 BY INSTRUMENT NO. 2012-0332146 AND EASEMENT RECORDED 10/25/2013 BY INSTRUMENT NO. 2013-0463804, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY AND NOT SHOWN ON THE ATTACHED MAP.

PURSUANT TO THE PROVISIONS OF SECTION 66434 (G) OF THE SUBDIVISION MAP ACT, THE RECORDATION OF THIS FINAL MAP CONSTITUTES ABANDONMENT OF THAT CERTAIN EASEMENT ACQUIRED BY THE CITY OF FONTANA FOR ROAD PURPOSES BY EASEMENT RECORDED 4/22/1955 IN BOOK 3626, PAGE 491, EASEMENT RECORDED 5/06/1955 IN BOOK 3638, PAGE 59, EASEMENT RECORDED 5/06/1955 IN BOOK 3638, PAGE 63, EASEMENT RECORDED 10/18/1957 IN BOOK 4349, PAGE 358, AND EASEMENT RECORDED 10/18/1957 IN BOOK 4349, PAGE 358, AND EASEMENT RECORDED 5/06/1955 IN BOOK 4349, PAGE 359 AND RE-RECORDED 10/29/1957 IN BOOK 4357, PAGE 95 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY AND NOT SHOWN ON THE ATTACHED MAP.

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a) (3) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURE(S) HAVE BEEN OMITTED:

EXISTING EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON, RECORDED 6/19/1947 IN BOOK 2059, PAGE 351 O.R.

EXISTING EASEMENT FOR ROADWAY PURPOSES FOR PROVIDING INGRESS AND EGRESS AND INCIDENTAL PURPOSES, IN FAVOR OF JAMES HARMAN EBERLE AND BELT ANN EBERLE, RECORDED 4/22/1955 IN BOOK 3626, PAGE 491 O.R.

EXISTING EASEMENT FOR ROADWAY PURPOSES FOR PROVIDING INGRESS AND EGRESS AND INCIDENTAL PURPOSES, IN FAVOR OF JAMES R. JOHNSON AND MILDRED E. JOHNSON, RECORDED 5/06/1955 IN BOOK 3638, PAGE 59 O.R.

EXISTING EASEMENT FOR ROADWAY PURPOSES FOR PROVIDING INGRESS AND EGRESS AND INCIDENTAL PURPOSES, IN FAVOR OF WALTER G. STAFFORD AND VIOLET E. STAFFORD, RECORDED 5/06/1955 IN BOOK 3638, PAGE 63 O.R.

EXISTING EASEMENT FOR INGRESS, EGRESS AND INCIDENTAL PURPOSES, IN FAVOR OF B.C. INVESTMENT CO., LTD, RECORDED 10/18/1957 IN BOOK 4349, PAGE 358 O.R.

EXISTING EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES, IN FAVOR OF B.C. INVESTMENT CO., LTD, RECORDED 10/18/1957 IN BOOK 4349, PAGE 359 AND RE-RECORDED 10/29/1957 AS BOOK 4357, PAGE 95, O.R..

EXISTING EASEMENT FOR WATER PIPELINE SYSTEM AND INCIDENTAL PURPOSES IN FAVOR OF WEST SAN BERNARDINO COUNTY WATER DISTRICT, RECORDED 2/13/2003 AS INSTRUMENT NO. 2003-0095644 OF O.R.

AN EASEMENT FOR WATER PIPELINES AND INCIDENTAL PURPOSES IN FAVOR OF WEST SAN BERNARDINO COUNTY WATER DISTRICT, RECORDED 2/13/2003 AS INSTRUMENT NO. 2003-0095646 O.R.

AN EASEMENT FOR WATER PIPELINES AND INCIDENTAL PURPOSES IN FAVOR OF CITY OF FONTANA, RECORDED 2/13/2003 AS INSTRUMENT NO. 2003-0095647 OF OFFICIAL RECORDS.

AN EASEMENT FOR STORM DRAIN PURPOSES IN FAVOR OF CITY OF FONTANA, RECORDED 8/17/2012 AS INSTRUMENT NO. 2012-0332146 O.R.

A DEDICATION FOR FLOOD REGULATION BASIN IN FAVOR OF WEST SAN BERNARDINO COUNTY WATER DISTRICT, RECORDED 10/25/2013 AS INSTRUMENT NO. 2013-0463804 OF OFFICIAL RECORDS.

362/78

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP, ON SEPTEMBER 28, 2021. I HEREBY STATE THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS WITHIN ONE YEAR OF MAP RECORDATION, IN COMPLIANCE WITH SECTIONS 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

_____
ROBERT SCIPIOBLUME
P.L.S. NO. 9154

DATED: 2/10/2022

PROFESSIONAL LAND SURVEYOR — ROBERT SCIPIOBLUME — No. 9154 — STATE OF CALIFORNIA

CITY ENGINEER'S CERTIFICATE

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ARTICLE I THROUGH III, CHAPTER 26, CODE OF THE CITY OF FONTANA HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATED: 3.8.22

_____
RICARDO SANDOVAL
P.L.S. NO. 7407
CITY ENGINEER
CITY OF FONTANA, CALIFORNIA

LICENSED LAND SURVEYOR — RICARDO SANDOVAL — NO. 7407 — STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER — RICARDO SANDOVAL — C51152 — CIVIL — STATE OF CALIFORNIA

CITY COUNCIL CERTIFICATE

AT THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FONTANA, STATE OF CALIFORNIA, HELD ON THE 8th DAY OF March, 2022, THE SAID CITY COUNCIL APPROVED ON BEHALF OF THE CITY OF FONTANA THIS MAP OF TRACT NO. 20362, AND ACCEPTED THE FOREGOING DEDICATIONS IN ACCORDANCE WITH THE CITY OF FONTANA STANDARDS AND HEREBY CERTIFY THE ABANDONMENT OF EASEMENTS LISTED IN THE ABANDONMENT NOTE HEREON.

THE PROCEDURE IS THE TRUE AND COMPLETE PROCEDURE APPROVED BY THE CITY COUNCIL ON THE 8th DAY OF March, 2022

_____
CITY CLERK

ATTEST:

_____
JONA LEWIS
CITY CLERK, CITY OF FONTANA

_____
ACQUANETTA WARREN
MAYOR, CITY OF FONTANA

BOARD OF SUPERVISOR'S CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ 1,733,100 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF ~~THE COUNTY OF~~ SAN BERNARDINO, STATE OF CALIFORNIA, CONDITIONED UPON PAYMENT OF ALL TAXES, (STATE, COUNTY, MUNICIPAL OR LOCAL), AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE ~~COUNTY OF~~ SAN BERNARDINO + COUNTY ASSESSOR-RECORDER-COUNTY CLERK ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE; AND THAT THE SUB-DIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

DATED: 4/06/2022

LYNNA MONELL, CLERK OF THE BOARD OF SUPERVISORS
~~COUNTY OF~~ SAN BERNARDINO COUNTY

BY: _____, DEPUTY

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THE MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES, SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS, NOT YET PAYABLE, ESTIMATED TO BE
$ 1,733,100.

ENSEN MASON
AUDITOR-CONTROLLER / TREASURER / TAX COLLECTOR
~~COUNTY OF~~ SAN BERNARDINO COUNTY
~~STATE OF CALIFORNIA~~

DATED: April 6, 2022

BY: _____, DEPUTY

San Bernardino County

RECORDER'S ~~STATEMENT~~ Certificate

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER *
THIS 6th DAY OF April, 2022 AT 11:00A M.
IN BOOK 362 OF TRACT MAPS AT PAGE(S) 78-84,
AT THE REQUEST OF Orange Coast Title Company
IN THE AMOUNT OF $ 21.00.
* 2022-0129505

BOB DUTTON
ASSESSOR / RECORDER / ~~COUNTY CLERK~~
~~COUNTY OF~~ SAN BERNARDINO COUNTY

BY: _____
DEPUTY RECORDER

TRACT NO. 20362

IN THE CITY OF FONTANA
LOTS 1 - 6 FOR CONDOMINIUM PURPOSES

BEING A SUBDIVISION OF A PORTION THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

K & A ENGINEERING, INC. AUGUST, 2021

BOUNDARY AND INDEX MAP

BASIS OF BEARINGS

THE EASTERLY LINE OF SECTION 19, ALSO BEING THE CENTERLINE OF SIERRA AVENUE BEING: N00°33'32"W PER TRACT MAP NO. 20153, M.B. 352/17-25.

SURVEYOR'S NOTES:

( )	INDICATES RECORD PER TRACT MAP NO. 20153, M.B. 352/17-25, UNLESS OTHERWISE NOTED.
[ ]	INDICATES RECORD PER RECORD OF SURVEY NO. 15-001, R.S. 155/62, UNLESS OTHERWISE NOTED.
●	INDICATES MONUMENT PER TRACT MAP NO. 20153, M.B. 352/17-25,
■	INDICATES FOUND MONUMENT AS NOTED.
▲	INDICATES MONUMENT PER TRACT MAP NO. 20212 M.B. 355/3-8
○	INDICATES SET 1" IRON PIPE WITH BRASS TAG STAMPED "L.S. 9154", FLUSH, UNLESS OTHERWISE NOTED.
(R)	DENOTES RADIAL BEARING
(PRC)	DENOTES POINT OF REVERSE CURVE
(PCC)	DENOTES POINT OF COMPOUND CURVE

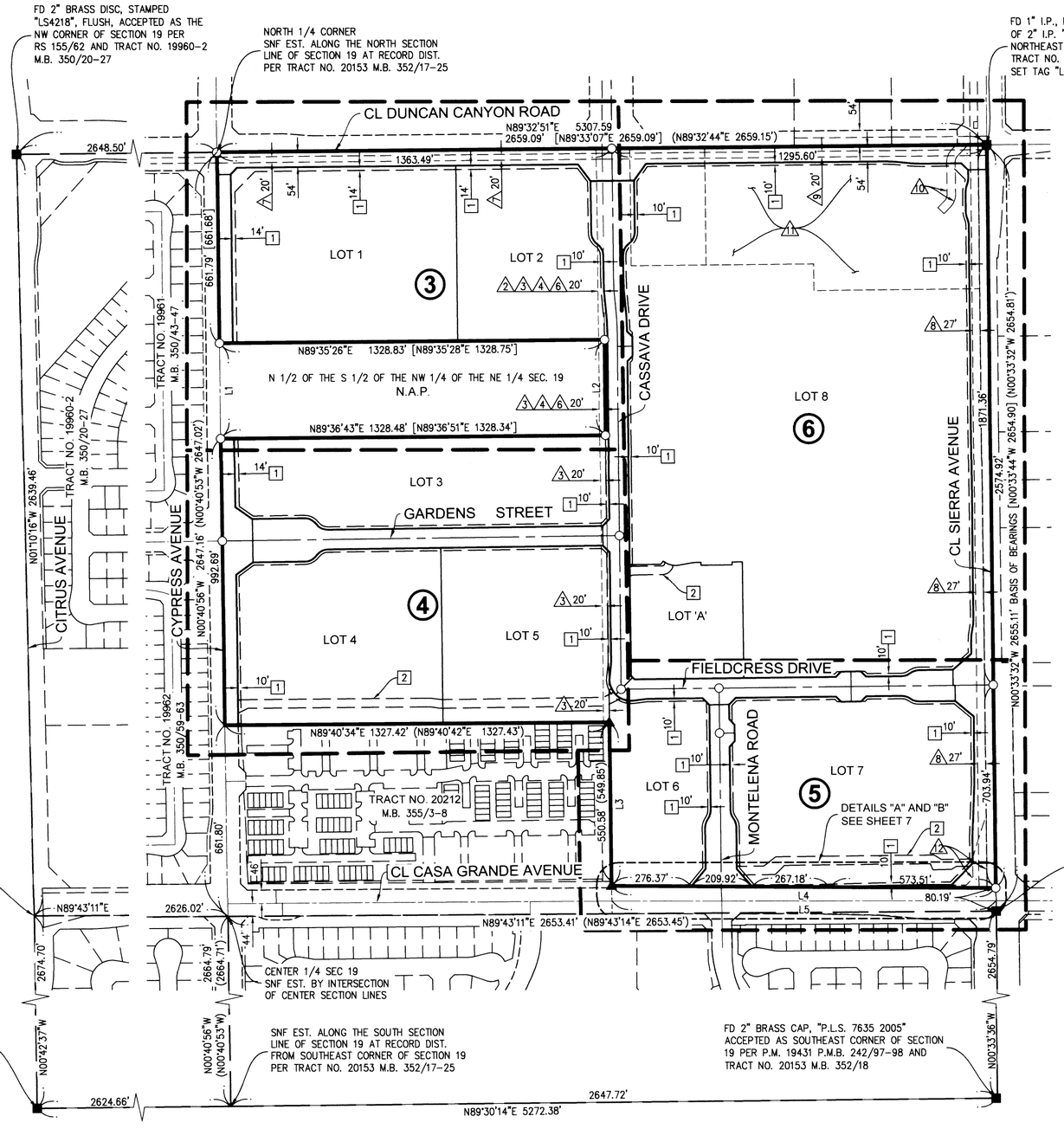
FOR LOT CORNERS, A NAIL AND BRASS TAG STAMPED "L.S. 9154" SHALL BE SET IN CONCRETE CURB ON THE PROLONGATION OF THE SIDE LOT LINE IN LIEU OF THE FRONT LOT CORNERS. A 1" IRON PIPE WITH BRASS TAG STAMPED "L.S. 9154" SHALL BE SET AT REAR LOT CORNER UNLESS OTHERWISE NOTED.

EASEMENT NOTES:

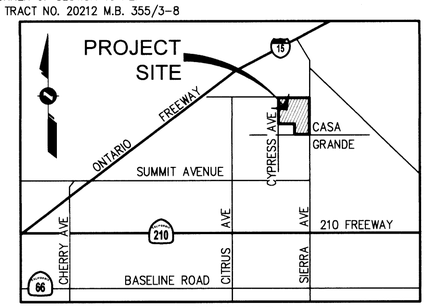
1. INTENTIONALLY DELETED
2. EXISTING EASEMENT FOR ROADWAY PURPOSES FOR PROVIDING INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED 4/22/1955 IN BOOK 3626, PAGE 491 O.R.
3. EXISTING EASEMENT FOR ROADWAY PURPOSES FOR PROVIDING INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED 5/06/1955 IN BOOK 3638, PAGE 59 O.R.
4. EXISTING EASEMENT FOR ROADWAY PURPOSES FOR PROVIDING INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED 5/06/1955 IN BOOK 3638, PAGE 63 O.R.
5. EXISTING EASEMENT FOR INGRESS, EGRESS AND INCIDENTAL PURPOSES, RECORDED 10/18/1957 IN BOOK 4349, PAGE 358 O.R.
6. EXISTING EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED 10/18/1957 IN BOOK 4349, PAGE 359 AND RE-RECORDED 10/29/1957 AS BOOK 4357, PAGE 95, O.R..
7. EXISTING EASEMENT FOR WATER PIPELINE SYSTEM AND INCIDENTAL PURPOSES IN FAVOR OF WEST SAN BERNARDINO COUNTY WATER DISTRICT, RECORDED 2/13/2003 AS INSTRUMENT NO. 2003-0095644 OF O.R.
8. AN EASEMENT FOR WATER PIPELINES AND INCIDENTAL PURPOSES IN FAVOR OF WEST SAN BERNARDINO COUNTY WATER DISTRICT, RECORDED 2/13/2003 AS INSTRUMENT NO. 2003-0095646 O.R.
9. AN EASEMENT FOR WATER PIPELINES AND INCIDENTAL PURPOSES IN FAVOR OF CITY OF FONTANA, RECORDED 2/13/2003 AS INSTRUMENT NO. 2003-0095647 OF OFFICIAL RECORDS.
10. AN EASEMENT FOR STORM DRAIN PURPOSES IN FAVOR OF CITY OF FONTANA, RECORDED 8/17/2012 AS INSTRUMENT NO. 2012-0332146 O.R.
11. A DEDICATION FOR FLOOD REGULATION BASIN IN FAVOR OF WEST SAN BERNARDINO COUNTY WATER DISTRICT, RECORDED 10/25/2013 AS INSTRUMENT NO. 2013-0463804 OF OFFICIAL RECORDS.
12. AN EASEMENT FOR STREET, HIGHWAY, PUBLIC UTILITY AND INCIDENTAL PURPOSES, IN FAVOR OF CITY OF FONTANA, RECORDED: 9/2/2020 AS INSTRUMENT NO. 2020-326943, OFFICIAL RECORDS

[1] AN EASEMENT FOR LANDSCAPE AND SIDEWALK PURPOSES IN FAVOR OF THE CITY OF FONTANA

[2] AN EASEMENT FOR STORM DRAIN AND MAINTENANCE PURPOSES IN FAVOR OF THE CITY OF FONTANA



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N00°40'56"W [N00°40'56"W]	330.88' [330.84']
L2	N00°37'11"W [N00°36'39"W]	331.39' [331.37']
L3	N00°37'14"W (N00°37'12"W) [N00°37'38"W]	566.13' [566.05']
L4	N89°34'11"W [N89°35'07"W] (N89°35'57"W)	1326.99' [1327.01'] (1326.99')
L5	N89°56'06"W (N89°35'07"W) [N89°42'59"E]	1326.80' [1327.01'] (1376.21')



VICINITY MAP
NOT TO SCALE

08/E9E

NOTE:

SEE SHEET 2 FOR BASIS OF BEARINGS AND EASEMENT NOTES

TRACT NO. 20362

IN THE CITY OF FONTANA

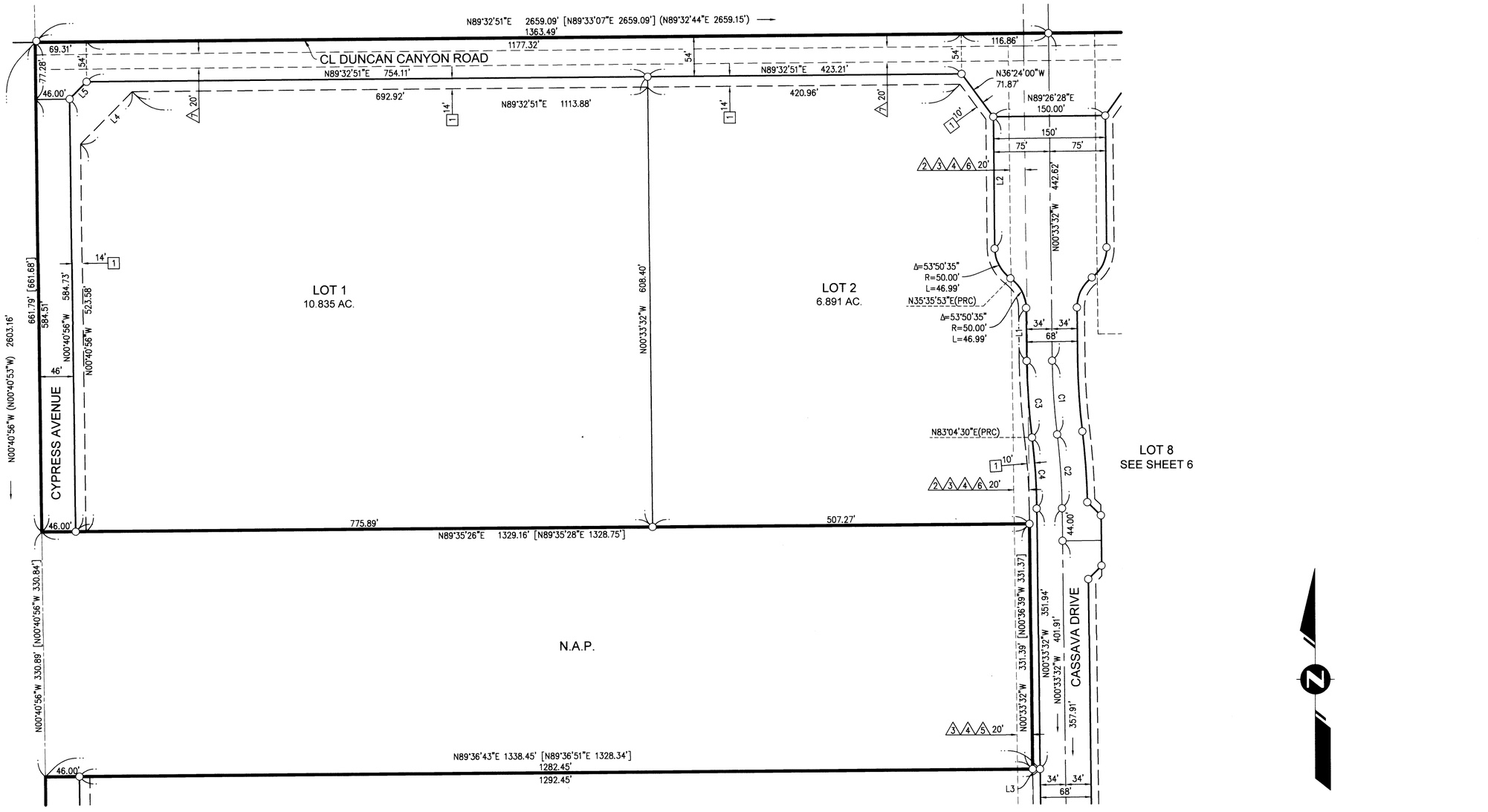
LOTS 1 - 6 FOR CONDOMINIUM PURPOSES

BEING A SUBDIVISION OF A PORTION THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

K & A ENGINEERING, INC. **AUGUST, 2021**

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N00°33'32"W	71.50'
L2	N00°33'32"W	178.51'
L3	N89°36'43"E	10.00'
L4	N44°25'58"E	99.15'
L5	N44°25'58"E	32.59'

CURVE TABLE			
NO.	Δ	R	L
C1	6°21'58"	900.00'	100.00'
C2	103°09'35"	74.00'	133.24'
C3	6°21'58"	934.00'	103.78'
C4	6°21'58"	866.00'	133.24'



362/80

NOTE:

SEE SHEET 2 FOR BASIS OF BEARINGS AND EASEMENT NOTES

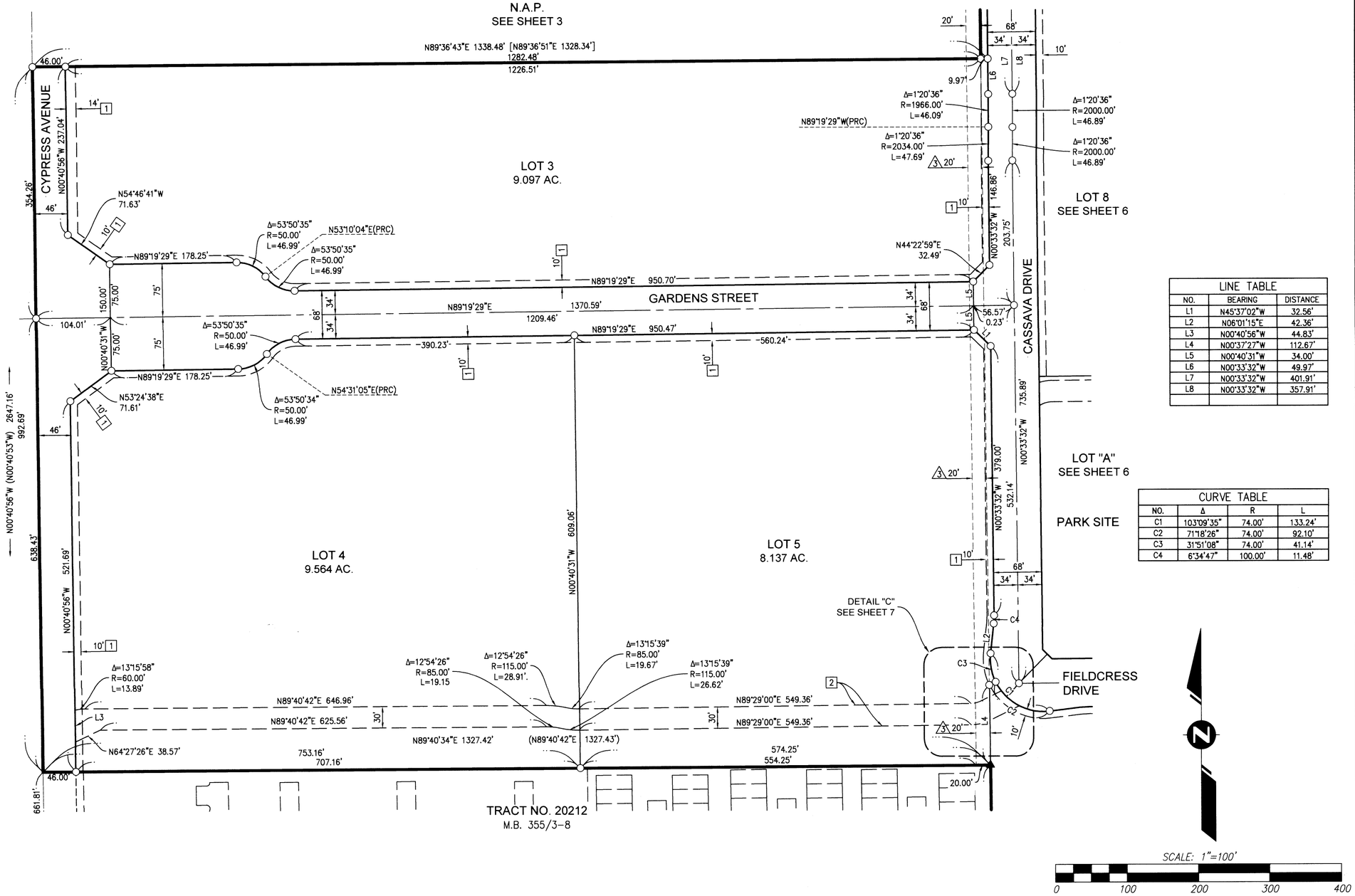
TRACT NO. 20362

IN THE CITY OF FONTANA

LOTS 1 - 6 FOR CONDOMINIUM PURPOSES

BEING A SUBDIVISION OF A PORTION THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

K & A ENGINEERING, INC. **AUGUST, 2021**



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N45°37'02"W	32.56'
L2	N06°01'15"E	42.36'
L3	N00°40'56"W	44.83'
L4	N00°37'27"W	112.67'
L5	N00°40'31"W	34.00'
L6	N00°33'32"W	49.97'
L7	N00°33'32"W	401.91'
L8	N00°33'32"W	357.91'

CURVE TABLE			
NO.	Δ	R	L
C1	103°09'35"	74.00'	133.24'
C2	71°18'26"	74.00'	92.10'
C3	31°51'08"	74.00'	41.14'
C4	6°34'47"	100.00'	11.48'

362/81

NOTE:

SEE SHEET 2 FOR BASIS OF BEARINGS AND EASEMENT NOTES

TRACT NO. 20362

IN THE CITY OF FONTANA

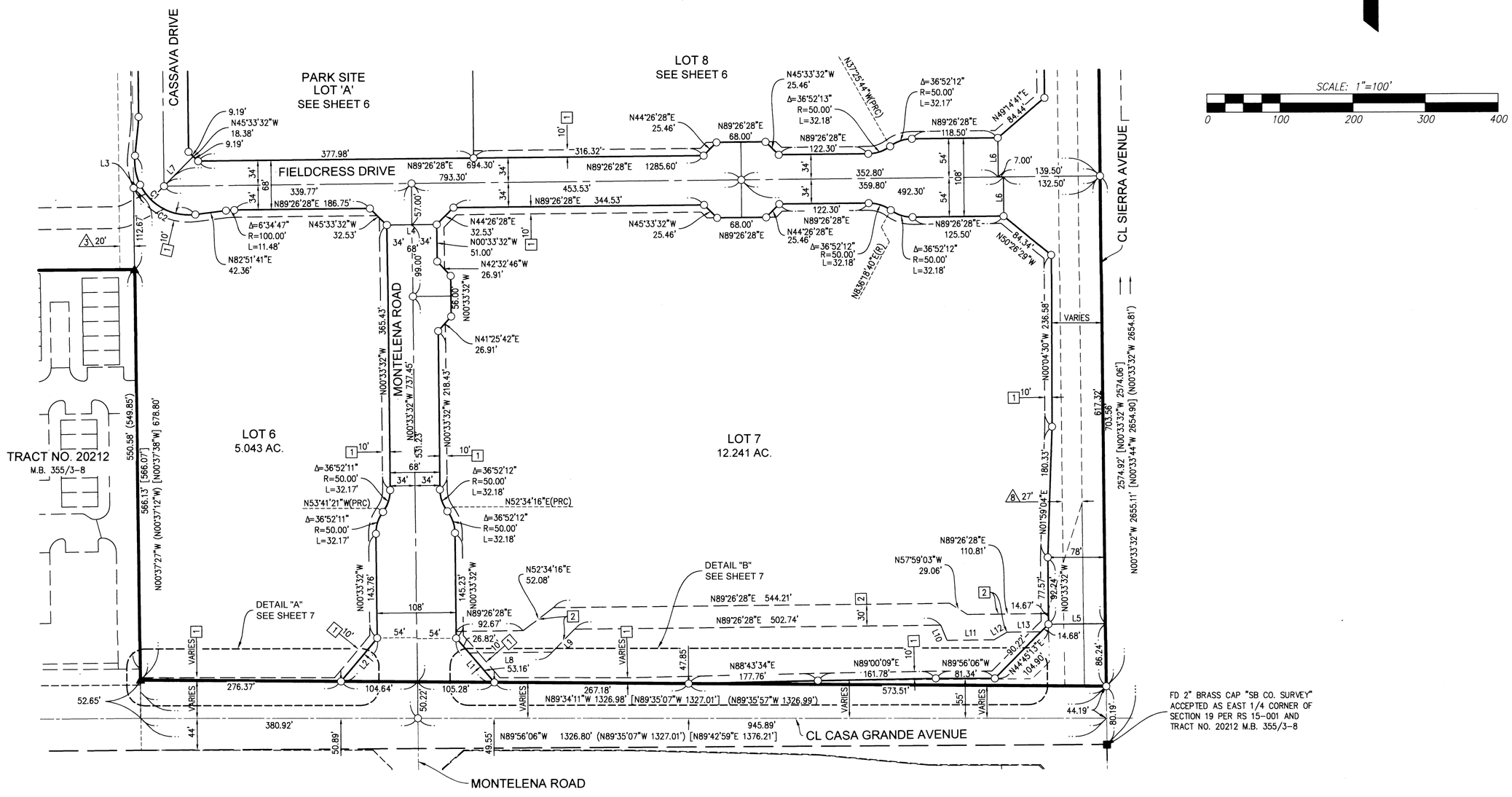
LOTS 1 - 6 FOR CONDOMINIUM PURPOSES

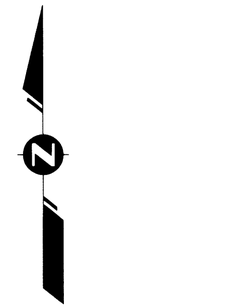
BEING A SUBDIVISION OF A PORTION THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

K & A ENGINEERING, INC. **AUGUST, 2021**

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N40°25'38"W	79.97'
L2	N39°57'57"E	77.91'
L3	N64°10'07"E(R)	9.97'
L4	N89°26'28"E	68.00'
L5	N89°26'28"E	78.00'
L6	N00°33'32"W	54.00'
L7	N44°26'28"E	83.19'
L8	N89°26'28"E	114.45'
L9	N44°44'05"E	44.42'
L10	N22°59'54"W	22.65'
L11	N89°26'28"E	64.65'
L12	N59°26'28"E	20.59'
L13	N89°26'28"E	46.31'

CURVE TABLE			
NO.	Δ	R	L
C1	103°09'35"	74.00'	133.24'
C2	71°18'26"	74.00'	92.10'





362/82

362/83

NOTE:

SEE SHEET 2 FOR BASIS OF BEARINGS AND EASEMENT NOTES

TRACT NO. 20362

IN THE CITY OF FONTANA

LOTS 1 - 6 FOR CONDOMINIUM PURPOSES

BEING A SUBDIVISION OF A PORTION THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

K & A ENGINEERING, INC. **AUGUST, 2021**

FD 1" I.P., NO TAG, DN. 0.8' IN LIEU OF 2" I.P. "LS 5977" ACCEPTED AS NORTHEAST 1/4 COR., SEC 19 PER TRACT 20153 M.B. 352/17-25. SET TAG "LS 9154"

CL DUNCAN CANYON ROAD

N89°32'51"E 2659.09' [N89°33'07"E 2659.09'] (N89°32'44"E 2659.15')

1295.60' | 867.48' | 321.76' | 54.00' | 54' | 63' | 30.00' | 42.42' | 63.95' | 85.83'

N89°32'51"E 829.62' | 20' | 10' | 1

N89°32'51"E 140.00'

N89°26'28"E 150.00' | 75' | 75' | 442.62' | N00°33'32"W | L4 | 10' | 1

N35°25'10"E 71.56'

407.16' | N00°33'47"W 353.16'

Δ=8°34'42" R=390.26' L=58.43' N08°07'33"E(PRC)

Δ=8°34'41" R=414.26' L=62.02'

Δ=22°37'12" R=53.00' L=20.92' | L1 | L2 | N67°56'20"W(PRC)

Δ=22°37'12" R=77.00' L=30.40' | L3 | 10

Δ=22°37'12" R=77.00' L=30.40' | N66°49'16"E(PRC) | 460'

Δ=22°37'12" R=53.00' L=20.92' | 66' | 498.63'

Δ=53°50'34" R=50.00' L=46.99' | N36°42'58"W(PRC) | Δ=53°50'34" R=50.00' L=46.99'

1 10' | 68' | 34' | 34' | 71.50' | N00°33'32"W

N89°32'51"E 370.12'

N00°33'47"W 92.25'

N89°28'12"E 573.69'

1 10' | 221.72'

2 3 4 6 20' | LOT 2 SEE SHEET 3 | C1 | Δ=6°21'58" R=900.00' L=96.22' | N83°04'30"E(PRC)

Δ=5°53'05" R=934.00' L=95.93' | N88°57'35"E(R) | N45°47'59"W 25.35'

44.00' | 68.00' | N00°33'32"W | N44°23'15"E 25.43'

CL SIERRA AVENUE

CASSAVA DRIVE | N00°33'32"W 401.91' | 357.91' | N00°33'32"W 305.91'

3 4 5 20' | 10' | 1

Δ=1°20'36" R=2034.00' L=47.69' | N89°12'56"W(PRC) | Δ=1°20'36" R=1966.00' L=46.09' | C3 | C3

LOT 3 SEE SHEET 4 | 3 20'

1 10' | 203.75' | N00°33'32"W 304.47'

GARDENS STREET

N38°23'09"E 13.74' | N89°26'28"E 107.36' | N38°23'09"E(R) | Δ=48°56'43" R=70.00' L=59.80' | Δ=10°00'02" R=100.00' L=17.45' | N89°26'28"E L=16.40' | N89°26'28"E 35.00' | L5 | 30' | N89°26'28"E 108.00' | N00°33'32"W 10.00' | N00°33'32"W 10.00'

LOT 4 SEE SHEET 4 | N00°30'28"W 735.89'

3 20' | 532.14' | N00°33'32"W 384.42'

PARK SITE LOT 'A' 3.561 AC. | N00°33'32"W 402.55'

LOT 8 44.499 AC.

SCALE: 1"=100'

0 100 200 300 400

1 10' | 1140.80' | N00°33'32"W 1362.52' | 1785.52' | 1871.36' | 2574.92' [N00°33'32"W 2574.06'] | N00°33'32"W 2655.11' [N00°33'44"W 2654.90'] (N00°33'32"W 2654.81')

Δ=12°50'11" R=168.06' L=37.65' | N77°43'21"W(PRC) | Δ=12°50'03" R=192.06' L=43.02' | L6 | 75'

1 10' | 34' | 34' | 68' | N00°33'32"W

N45°33'32"W 18.38' | 377.98' | N89°26'28"E 694.30' | 316.32' | N89°26'28"E 1285.60' | 10' | 1

C3 | 17 | 68' | 34' | 34' | FIELDCRESS DRIVE | 339.77' | N89°26'28"E 186.75' | 793.30' | 453.53' | N89°26'28"E 344.53'

N44°26'28"E 25.46' | N89°26'28"E 68.00' | N45°33'32"W 25.46' | N89°26'28"E 122.30' | Δ=36°52'12" R=50.00' L=32.18' | N37°25'44"W(PRC) | Δ=36°52'12" R=50.00' L=32.18' | N89°26'28"E 118.50' | N49°14'41"E 84.44' | 54' | 108' | 139.50' | 132.50'

352.80' | 359.80' | N89°26'28"E 492.30'

3 20' | Δ=6°34'47" R=100.00' L=11.48' | N82°51'41"E 42.36' | N45°33'32"W 32.53' | 68.00' | N89°26'28"E | N44°26'28"E 32.53' | C/L MONTELENA ROAD | N45°33'32"W 25.46' | 68.00' | N89°26'28"E | N44°26'28"E 25.46' | Δ=36°52'12" R=50.00' L=32.18' | 122.30' | N89°26'28"E | 125.50' | N89°26'28"E | Δ=36°52'12" R=50.00' L=32.18' | N36°16'40"E(R)

LOT 6 SEE SHEET 5 | LOT 7 SEE SHEET 5

362/83

CURVE TABLE		
NO.	BEARING	DISTANCE
L1	N45°30'20"W	32.50'
L2	N00°33'32"W	31.00'
L3	N00°33'32"W	60.00'
L4	N00°33'32"W	178.25'
L5	N79°26'26"E	42.71'
L6	N00°33'32"W	43.50'
L7	N44°26'28"E	83.19'

CURVE TABLE			
NO.	Δ	R	L
C1	6°21'58"	900.00'	100.00'
C2	103°09'35"	74.00'	133.24'
C3	1°20'36"	2000.00'	46.89'

362/84

NOTE:

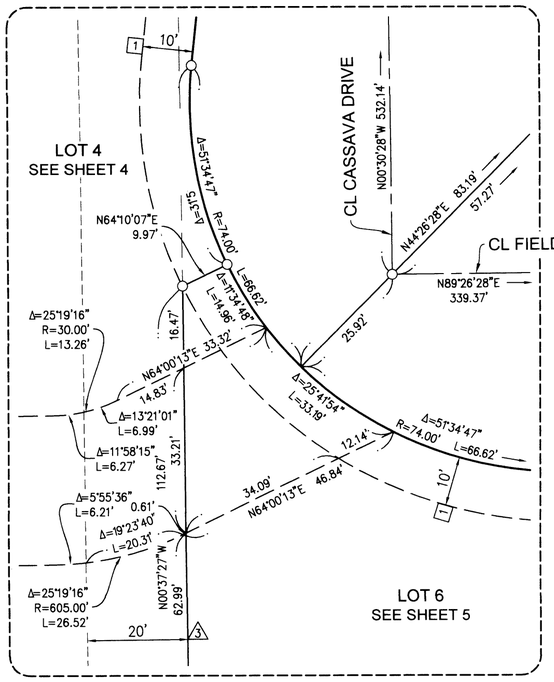
SEE SHEET 2 FOR BASIS OF BEARINGS AND EASEMENT NOTES

TRACT NO. 20362

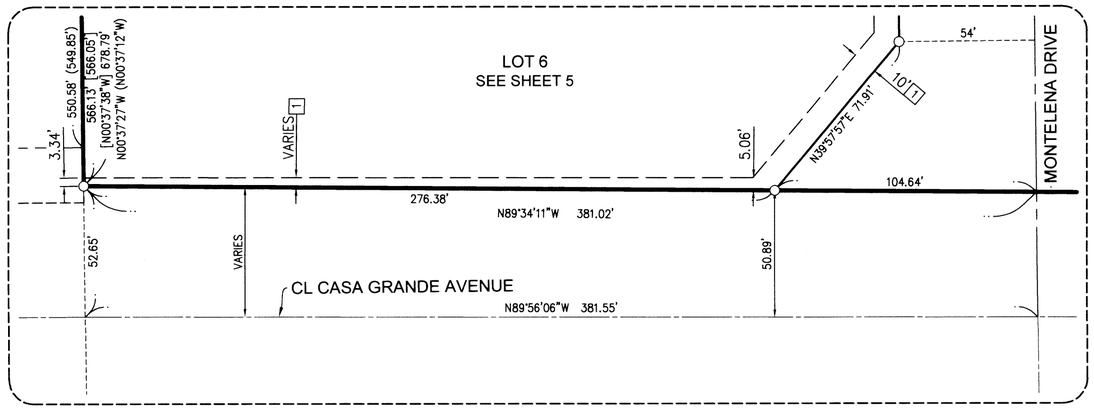
IN THE CITY OF FONTANA
LOTS 1 - 6 FOR CONDOMINIUM PURPOSES

BEING A SUBDIVISION OF A PORTION THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

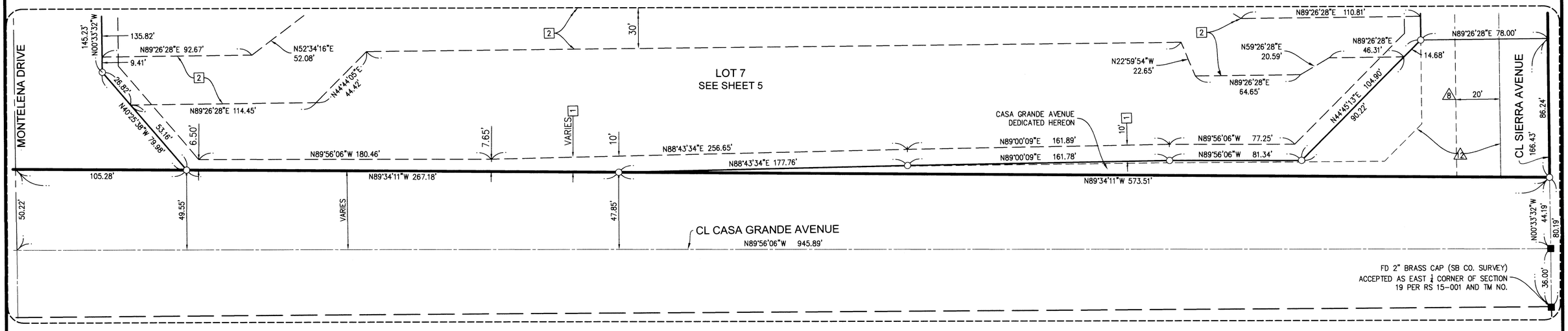
K & A ENGINEERING, INC. **AUGUST, 2021**



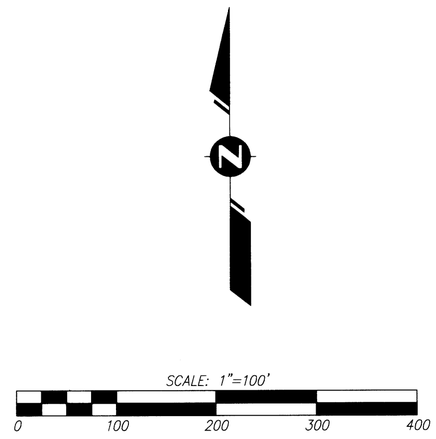
DETAIL "C"
SCALE 1"=20'



DETAIL "A"
SCALE 1"=40'



DETAIL "B"
SCALE 1"=40'



362/84

Conformed Copy

NUMBERED LOTS = 249
LETTERED LOTS = 10
GROSS AREA = 44.499 ACRES
NET AREA = 30.780 ACRES

TRACT NO. 20363

IN THE CITY OF FONTANA

BEING A SUBDIVISION OF ALL OF LOT 8 OF TRACT NO. 20362 AS RECORDED IN BOOK 362, PAGES 78 THROUGH 84, INCLUSIVE OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

K & A ENGINEERING, INC. SEPTEMBER, 2021

OWNER'S CERTIFICATE

WE HEREBY STATE THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THIS MAP AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP.

WE HEREBY DEDICATE TO THE CITY OF FONTANA:

1. AN EASEMENT FOR PUBLIC SEWER, STORM DRAIN, UTILITIES, AND INGRESS AND EGRESS OF SERVICE AND EMERGENCY VEHICLES OVER LOT "K".
2. LOT "E" AND LOT "F" IN FEE FOR FOR LANDSCAPE, SIDEWALK, MAINTENANCE AND SLOPE PURPOSES, DEDICATED HEREON.

WE ALSO HEREBY RESERVE TO OURSELVES, SUCCESSORS, ASSIGNS, AND THE LOT OWNERS WITHIN THIS SUBDIVISION, LOT "K" FOR PRIVATE STREETS PURPOSES.

WE ALSO HEREBY RESERVE TO OURSELVES, SUCCESSORS, ASSIGNS, AND THE LOT OWNERS WITHIN THIS SUBDIVISION, LOT "A" THROUGH LOT "D" AND LOT "G" THROUGH LOT "J" FOR LANDSCAPE AND MAINTENANCE PURPOSES, AS SHOWN HEREON.

WE ALSO HEREBY RETAIN TO OURSELVES, SUCCESSORS, ASSIGNS, AND THE LOT OWNERS WITHIN THIS SUBDIVISION, LOT "K" FOR PUBLIC WATER PURPOSES.

AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: Wendy Stoeckel DATE: May 16, 2022

PRINT NAME: Wendy Stoeckel

TITLE: Authorized Representative of Essential Housing Asset Management LLC, an Arizona Limited liability Company, Authorized Agent of EHC II (LEN) CA 2, L.P.

NOTARY 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 Arizona
COUNTY OF Maricopa

ON 5/16/22 BEFORE ME, Jaime Marie Adams, A NOTARY PUBLIC, PERSONALLY APPEARED Wendy Stoeckel, 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~~ Arizona THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE Jaime Marie Adams

PRINT NAME: Jaime Marie Adams

MY PRINCIPAL PLACE OF BUSINESS IS IN Maricopa COUNTY.
MY COMMISSION EXPIRES: 07/01/2025
MY COMMISSION NUMBER: 607030

Jaime Marie Adams
Notary Public
Maricopa County, Arizona
My Comm. Expires 07-01-25
Commission No. 607030

TRUSTEE STATEMENT

ORANGE COAST TITLE COMPANY, TRUSTEE UNDER DEED OF TRUST RECORDED DECEMBER 14, 2021 AS ~~2021-0559014 AND~~ INSTRUMENT NO. 2021-0559015

BY: _____ DATE: 6.9.2022

PRINT NAME: Tim Pearson

TITLE: 1st Vice President

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ON 6.9.2022 BEFORE ME, MCulpepper-Chavez, A NOTARY PUBLIC, PERSONALLY APPEARED Tim Pearson, 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.

SIGNATURE MCulpepper-Chavez

PRINT NAME: MCulpepper-Chavez

MY PRINCIPAL PLACE OF BUSINESS IS IN San Bernardino COUNTY.
MY COMMISSION EXPIRES: 1/7/2023
MY COMMISSION NUMBER: 2270643

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP, ON SEPTEMBER 28, 2021. I HEREBY STATE THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS WITHIN ONE YEAR OF MAP RECORDATION, IN COMPLIANCE WITH SECTIONS 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

ROBERT SCIPIOBLUME
P.L.S. NO. 9154

DATED: 4/28/2022

PROFESSIONAL LAND SURVEYOR — ROBERT SCIPIOBLUME — No. 9154 — STATE OF CALIFORNIA

CITY ENGINEER'S CERTIFICATE

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ARTICLE I THROUGH III, CHAPTER 26, CODE OF THE CITY OF FONTANA HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATED: 4-28-22

RICARDO SANDOVAL
P.L.S. NO. 7407
CITY ENGINEER
CITY OF FONTANA, CALIFORNIA

LICENSED LAND SURVEYOR — RICARDO SANDOVAL — NO. 7407 — STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER — RICARDO SANDOVAL — C51152 — CIVIL — STATE OF CALIFORNIA

CITY COUNCIL CERTIFICATE

AT THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FONTANA, STATE OF CALIFORNIA, HELD ON THE 14th DAY OF JUNE, 2022, THE SAID CITY COUNCIL APPROVED ON BEHALF OF THE CITY OF FONTANA THIS MAP OF TRACT NO. 20363, AND ACCEPTED THE FOREGOING DEDICATIONS IN ACCORDANCE WITH THE CITY OF FONTANA STANDARDS

THE PROCEDURE IS THE TRUE AND COMPLETE PROCEDURE APPROVED BY THE CITY COUNCIL ON THE 14th DAY OF JUNE, 2022

Germaine McClellan Key
CITY CLERK

ATTEST:
~~TONIA LEWIS~~ GERMAINE McCLELLAN KEY
CITY CLERK, CITY OF FONTANA

ACQUANETTA WARREN
MAYOR, CITY OF FONTANA

BOARD OF SUPERVISOR'S CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ 1,946,300.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF ~~THE COUNTY OF~~ SAN BERNARDINO, + STATE OF CALIFORNIA, CONDITIONED UPON PAYMENT OF ALL TAXES, (STATE, COUNTY, MUNICIPAL OR LOCAL), AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE ~~COUNTY OF~~ SAN BERNARDINO COUNTY ASSESSOR-RECORDER-COUNTY CLERK ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE; AND THAT THE SUB-DIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

+ COUNTY

DATED: 7/22/2022

LYNNA MONELL, CLERK OF THE BOARD OF SUPERVISORS
~~COUNTY OF~~ SAN BERNARDINO COUNTY

BY: _____, DEPUTY

AUDITOR-CONTROLLER/ TREASURER/ TAX COLLECTOR'S
~~AUDITOR'S~~ CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES, SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS, NOT YET PAYABLE, ESTIMATED TO BE
$ 1,946,300.00

ENSEN MASON
AUDITOR-CONTROLLER / TREASURER / TAX COLLECTOR
~~COUNTY~~ OF SAN BERNARDINO COUNTY
~~STATE OF CALIFORNIA~~

DATED: July 22, 2022

BY: _____, DEPUTY

San Bernardino County
RECORDER'S ~~STATEMENT~~ Certificate

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER *
THIS 27th DAY OF July, 2022 AT 10:19 A.M.
IN BOOK 363 OF TRACT MAPS AT PAGE(S) 58-66
AT THE REQUEST OF Lennar Title Inc
IN THE AMOUNT OF $ 27.00

BOB DUTTON
ASSESSOR / RECORDER / ~~COUNTY CLERK~~
~~COUNTY OF~~ SAN BERNARDINO County

BY: _____
DEPUTY RECORDER

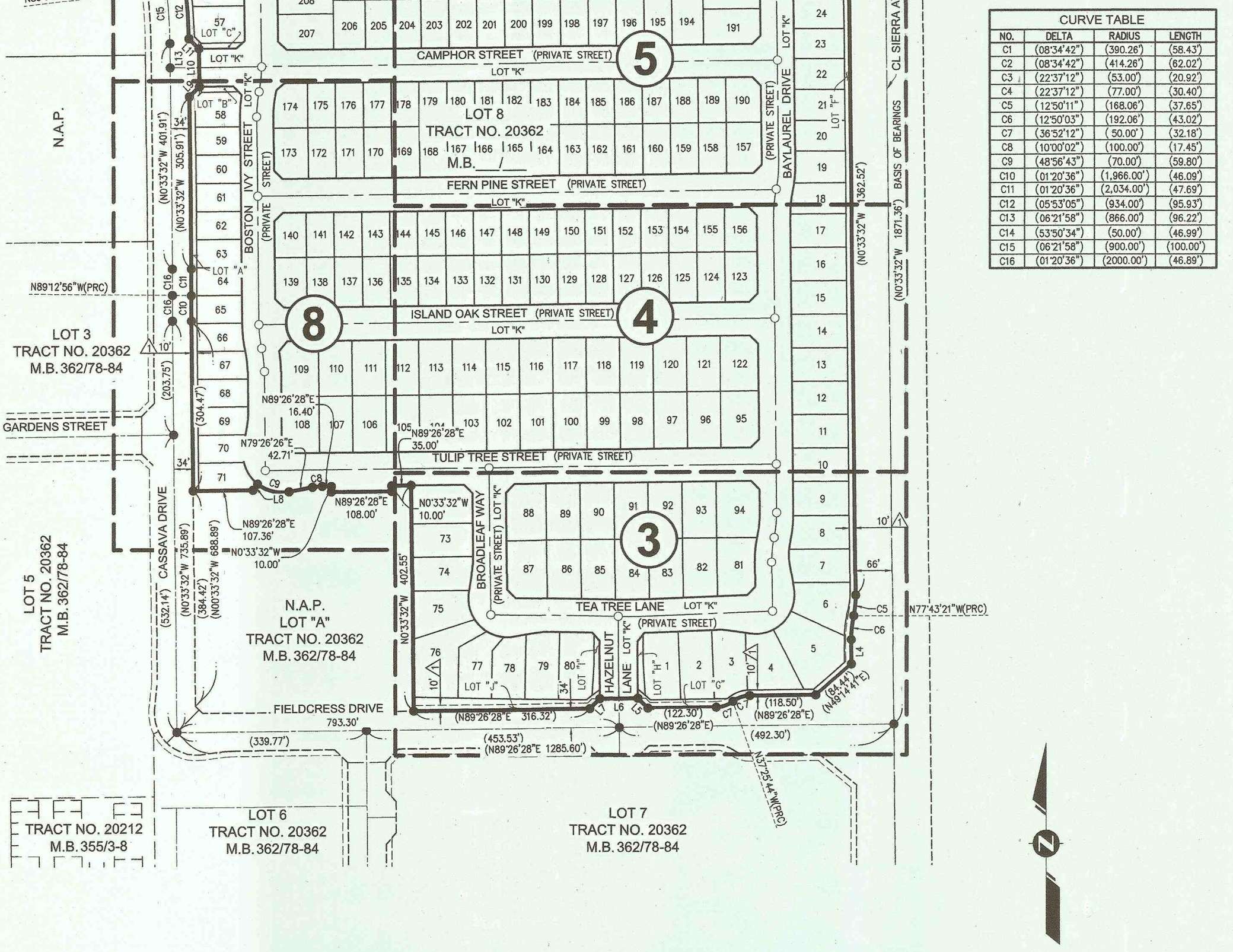
TRACT NO. 20363

IN THE CITY OF FONTANA

BEING A SUBDIVISION OF ALL OF LOT 8 OF TRACT NO. 20362 AS RECORDED IN BOOK 362, PAGES 78 THROUGH 84, INCLUSIVE OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

K & A ENGINEERING, INC. **SEPTEMBER, 2021**

BOUNDARY MAP AND INDEX MAP



LINE TABLE		
NO.	BEARING	LENGTH
L1	(N45°30'20"W)	(32.50')
L2	(N00°33'32"W)	(31.00')
L3	(N00°33'32"W)	(60.00')
L4	(N00°33'32"W)	(43.50')
L5	(N45°33'32"W)	(25.46')
L6	(N89°26'28"E)	(68.00')
L7	(N44°26'28"E)	(25.46')
L8	(N38°23'09"E(R))	(13.74')
L9	(N44°23'15"E)	(25.43')
L10	(N00°33'32"W)	(68.00')
L11	(N45°47'59"W)	(25.35')
L12	(N00°33'32"W)	(71.50')
L13	N00°33'32"W	44.00'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	(08°34'42")	(390.26')	(58.43')
C2	(08°34'42")	(414.26')	(62.02')
C3	(22°37'12")	(53.00')	(20.92')
C4	(22°37'12")	(77.00')	(30.40')
C5	(12°50'11")	(168.06')	(37.65')
C6	(12°50'03")	(192.06')	(43.02')
C7	(36°52'12")	(50.00')	(32.18')
C8	(10°00'02")	(100.00')	(17.45')
C9	(48°56'43")	(70.00')	(59.80')
C10	(01°20'36")	(1,966.00')	(46.09')
C11	(01°20'36")	(2,034.00')	(47.69')
C12	(05°53'05")	(934.00')	(95.93')
C13	(06°21'58")	(866.00')	(96.22')
C14	(53°50'34")	(50.00')	(46.99')
C15	(06°21'58")	(900.00')	(100.00')
C16	(01°20'36")	(2000.00')	(46.89')

SCALE: 1"=150'

0 150 300 450 600

BASIS OF BEARINGS:

THE EASTERLY LINE OF SECTION 19, ALSO BEING THE CENTERLINE OF SIERRA AVENUE BEING: N00°33'32"W PER TRACT MAP NO. 20153, M.B. 352/17-25.

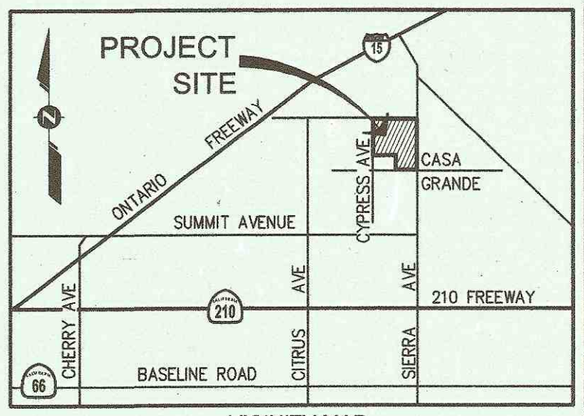
SURVEYOR'S NOTES:

( )	INDICATES RECORD PER TRACT MAP NO. 20362, M.B. 362/78-84, UNLESS OTHERWISE NOTED.
●	INDICATES MONUMENT PER TRACT MAP NO. 20362, M.B. 362/78-84
■	INDICATES FOUND MONUMENT AS NOTED.
○	INDICATES SET 1" IRON PIPE WITH BRASS TAG STAMPED "L.S. 9154", FLUSH, UNLESS OTHERWISE NOTED.
(R)	DENOTES RADIAL BEARING
(PRC)	DENOTES POINT OF REVERSE CURVE
(PCC)	DENOTES POINT OF COMPOUND CURVE

FOR LOT CORNERS, A NAIL AND BRASS TAG STAMPED "L.S. 9154" SHALL BE SET IN CONCRETE CURB ON THE PROLONGATION OF THE SIDE LOT LINE IN LIEU OF THE FRONT LOT CORNERS. A 1" IRON PIPE WITH BRASS TAG STAMPED "L.S. 9154" SHALL BE SET AT REAR LOT CORNER UNLESS OTHERWISE NOTED.

EASEMENT NOTES:

⚠1 EXISTING EASEMENT FOR LANDSCAPE AND SIDEWALK PURPOSES IN FAVOR OF CITY OF FONTANA, PER TRACT NO. 20362, M.B. 362/78-84.



VICINITY MAP
NOT TO SCALE

TRACT NO. 20363

IN THE CITY OF FONTANA

BEING A SUBDIVISION OF ALL OF LOT 8 OF TRACT NO. 20362 AS RECORDED IN BOOK 362, PAGES 78 THROUGH 84, INCLUSIVE OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

K & A ENGINEERING, INC. **SEPTEMBER, 2021**

NOTE:

SEE SHEET 2 FOR BASIS OF BEARINGS AND EASEMENT NOTES

CURVE TABLE			
NO.	Δ	R	L
C1	24°57'53"	70.00'	30.50'
C2	26°42'40"	70.00'	32.63'
C3	14°14'10"	70.00'	17.39'
C4	12°50'19"	200.00'	44.82'
C5	12°50'19"	200.00'	44.82'
C6	3°07'52"	170.00'	9.29'
C7	18°53'34"	100.00'	32.97'

CURVE TABLE (CONT.)			
NO.	Δ	R	L
C8	12°50'19"	204.50'	45.83'
C9	(36°52'12")	(50.00')	(32.18')
C10	1°32'41"	230.00'	6.20'
C11	3°21'42"	100.00'	5.86'
C12	7°54'54"	40.00'	5.53'
C13	3°38'22"	60.00'	3.81'
C14	36°52'12"	60.00'	38.61'

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N39°37'29"E	32.21'
L2	N20°39'26"W	10.65'
L3	N52°39'12"E	30.63'
L4	N49°20'52"W	30.07'
L5	N00°33'32"E	50.85'
L6	N03°20'47"E	58.24'
L7	N00°33'27"E	48.90'
L8	N03°28'03"W	58.70'

SCALE: 1"=40'

0 40 80 120

SEE SHEET 4

TULIP TREE STREET (PRIVATE STREET) LOT "K"

BROADLEAF WAY (PRIVATE STREET) LOT "K"

TEA TREE LANE (PRIVATE STREET)

HAZELNUT LANE (PRIVATE STREET)

BAYLAUREL DRIVE (PRIVATE STREET)

FIELDCRESS DRIVE

CL SIERRA AVENUE

LOT "F" LANDSCAPE 0.398 AC

LOT "G" LANDSCAPE 0.093 AC

LOT "H" LANDSCAPE 0.024 AC

LOT "I" LANDSCAPE 0.025 AC

LOT "J" LANDSCAPE 0.156 AC

LOT "K" HAZELNUT LANE (PRIVATE STREET)

LOT "K"

N.A.P.
LOT "A"
TRACT NO. 20362
M.B. 362/78-84

SEE DETAIL 'A' SHEET 9

(1871.36') BASIS OF BEARINGS

NOTE:

SEE SHEET 2 FOR BASIS OF BEARINGS AND EASEMENT NOTES

TRACT NO. 20363

IN THE CITY OF FONTANA

BEING A SUBDIVISION OF ALL OF LOT 8 OF TRACT NO. 20362 AS RECORDED IN BOOK 362, PAGES 78 THROUGH 84, INCLUSIVE OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

K & A ENGINEERING, INC. SEPTEMBER, 2021

CURVE TABLE			
NO.	Δ	R	L
C1	12°50'19"	200.00'	44.82'
C2	12°50'19"	230.00'	51.54'
C3	12°50'19"	170.00'	38.09'

SEE SHEET 5

SCALE: 1"=40'

0 40 80 120

N

FERN PINE STREET (PRIVATE STREET) LOT "K"

ISLAND OAK STREET (PRIVATE STREET) LOT "K"

TULIP TREE STREET (PRIVATE STREET) LOT "K"

BAYLAUREL DRIVE (PRIVATE STREET) LOT "K"

CL SIERRA AVENUE

LOT "F" LANDSCAPE 0.398 AC

BASIS OF BEARINGS (N00°33'32"W 2619.11') (1871.36')

SEE SHEET 6

SEE SHEET 3

NOTE:

SEE SHEET 2 FOR BASIS OF BEARINGS AND EASEMENT NOTES

TRACT NO. 20363

IN THE CITY OF FONTANA

BEING A SUBDIVISION OF ALL OF LOT 8 OF TRACT NO. 20362 AS RECORDED IN BOOK 362, PAGES 78 THROUGH 84, INCLUSIVE OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

K & A ENGINEERING, INC. **SEPTEMBER, 2021**

SCALE: 1"=40'

0 40 80 120

SEE SHEET 6

SEE SHEET 7

SEE SHEET 8

MISTLETOE LANE (PRIVATE STREET) LOT "K"

CAMPHOR STREET (PRIVATE STREET) LOT "K"

FERN PINE STREET (PRIVATE STREET) LOT "K"

BAYLAUREL DRIVE (PRIVATE STREET) LOT "K"

CL SIERRA AVENUE

LOT "F" LANDSCAPE 0.398 AC

(1) BASIS OF BEARINGS

SEE SHEET 4

SEE SHEET 4 FOR DETAILS

NOTE:

SEE SHEET 2 FOR BASIS OF BEARINGS AND EASEMENT NOTES

TRACT NO. 20363

IN THE CITY OF FONTANA

BEING A SUBDIVISION OF ALL OF LOT 8 OF TRACT NO. 20362 AS RECORDED IN BOOK 362, PAGES 78 THROUGH 84, INCLUSIVE OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

K & A ENGINEERING, INC. **SEPTEMBER, 2021**

CURVE TABLE			
NO.	Δ	R	L
C1	13°46'06"	200.00'	38.09'
C2	04°25'05"	200.00'	15.42'
C3	07°15'17"	230.00'	29.12'
C4	10°00'02"	100.00'	17.45'
C5	22°37'12"	43.00'	16.98'
C6	22°37'12"	87.00'	34.35'
C7	(22°37'12")	(53.00')	(20.92')
C8	(22°37'12")	(77.00')	(30.40')
C9	22°37'12"	87.00'	34.35'
C10	06°20'55"	100.00'	11.08'
C11	(22°37'12")	(77.00')	(30.40')

CURVE TABLE (CONT.)			
NO.	Δ	R	L
C12	(22°37'12")	(53.00')	(20.92')
C13	08°34'42"	424.25'	63.52'
C14	08°34'42"	380.25'	56.93'
C15	(08°34'42")	(414.26')	(62.02')
C16	(08°34'42")	(390.26')	(58.43')
C17	04°45'36"	505.00'	41.95'
C18	18°21'08"	43.00'	13.77'

SCALE: 1"=40'

0 40 80 120

CL DUNCAN CANYON ROAD

YARROW LANE (PRIVATE STREET) LOT "K"

MISTLETOE LANE LOT "K" (PRIVATE STREET)

BAYLAUREL DRIVE (PRIVATE STREET)

CL SIERRA AVENUE

LOT "E" LANDSCAPE 0.325 AC

LOT "F" LANDSCAPE 0.398 AC

LOT "K"

SEE SHEET 7

SEE SHEET 5

TRACT NO. 20363

IN THE CITY OF FONTANA

BEING A SUBDIVISION OF ALL OF LOT 8 OF TRACT NO. 20362 AS RECORDED IN BOOK 362, PAGES 78 THROUGH 84, INCLUSIVE OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

K & A ENGINEERING, INC. **SEPTEMBER, 2021**

NOTE:

SEE SHEET 2 FOR BASIS OF BEARINGS AND EASEMENT NOTES

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N72°34'11"W	10.51'
L2	N21°49'15"E	10.81'
L3	N23°03'32"W	10.82'
L4	N45°47'59"W	17.13'
L5	N00°33'32"	17.26'
L6	N00°33'32"W	14.16'
L7	(N44°23'15"E)	(25.43')
L8	N00°33'32"W	14.08'
L9	(N45°47'59"W)	(25.35')

CURVE TABLE			
NO.	Δ	R	L
C1	4°15'31"	505.00'	37.54'
C2	6°20'54"	100.00'	11.08'
C3	14°45'52"	100.00'	25.77'
C4	01°15'00"	200.00'	4.36'
C5	7°51'04"	200.00'	27.41'
C6	53°50'34"	60.00'	56.39'
C7	(53°50'34")	(50.00')	(46.99')
C8	(53°50'34")	(50.00')	(46.99')
C9	53°50'34"	40.00'	37.59'
C10	6°21'58"	856.00'	95.11'
C11	5°38'03"	944.00'	92.83'

SCALE: 1"=40'

0 40 80 120

SEE SHEET 6

SEE SHEET 5

SEE SHEET 8

SEE DETAIL 'B' SHEET 9

CL DUNCAN CANYON ROAD

LOT "E" LANDSCAPE 0.325 AC

YARROW LANE (PRIVATE STREET) LOT "K"

MISTLETOE LANE (PRIVATE STREET) LOT "K"

CAMPHOR STREET (PRIVATE STREET) LOT "K"

BOSTON IVY STREET (PRIVATE STREET) LOT "K"

CASSAVA DRIVE

LOT "C" LANDSCAPE 0.016AC

LOT "B" LANDSCAPE 0.015 AC

LOT "D" LANDSCAPE 0.127 AC

LOT	AREA
44	5,496 S.F.
45	5,502 S.F.
46	5,510 S.F.
47	5,575 S.F.
48	8,293 S.F.
49	10,574 S.F.
50	6,617 S.F.
51	5,253 S.F.
52	6,213 S.F.
53	6,603 S.F.
54	5,747 S.F.
55	5,472 S.F.
56	5,216 S.F.
57	6,004 S.F.
58	4,946 S.F.
174	4,656 S.F.
175	4,000 S.F.
176	4,000 S.F.
177	4,000 S.F.
178	4,000 S.F.
179	4,000 S.F.
203	4,484 S.F.
204	4,483 S.F.
205	4,483 S.F.
206	5,102 S.F.
207	6,329 S.F.
208	5,478 S.F.
209	5,864 S.F.
210	5,211 S.F.
211	4,950 S.F.
212	4,950 S.F.
233	5,596 S.F.
234	5,596 S.F.
235	6,322 S.F.
236	6,871 S.F.
237	5,663 S.F.
238	6,495 S.F.
239	4,950 S.F.
240	4,950 S.F.
241	4,950 S.F.

NOTE:

SEE SHEET 2 FOR BASIS OF BEARINGS AND EASEMENT NOTES

TRACT NO. 20363

IN THE CITY OF FONTANA

BEING A SUBDIVISION OF ALL OF LOT 8 OF TRACT NO. 20362 AS RECORDED IN BOOK 362, PAGES 78 THROUGH 84, INCLUSIVE OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

K & A ENGINEERING, INC. **SEPTEMBER, 2021**

CURVE TABLE			
NO.	Δ	R	L
C1	(01°20'36")	(2034.00')	(47.69')
C2	(01°20'36")	(1966.00')	(46.09')
C3	12°06'35"	200.00'	42.27'
C4	12°06'35"	230.00'	48.61'
C5	02°59'45"	200.00'	10.46'
C6	02°15'17"	200.00'	7.87'
C7	02°58'15"	200.00'	10.37'
C8	09°08'20"	200.00'	31.00'
C9	01°20'36"	1956.00'	45.86'
C10	01°20'36"	2044.00'	47.92'

CURVE TABLE			
NO.	Δ	R	L
C11	12°50'19"	170.00'	38.09'
C12	12°50'19"	200.00'	44.82'
C13	9°50'34"	230.00'	39.51'
C14	2°15'17"	230.00'	9.05'

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N23°03'32"W	10.82'
L2	N00°33'32"W	14.16'
L3	(N44°23'15"E)	(25.43')

SCALE: 1"=40'

0 40 80 120

SEE SHEET 5

SEE SHEET 4

SEE SHEET 3

SEE SHEET 7

CAMPHOR STREET (PRIVATE STREET) LOT "K"

FERN PINE STREET (PRIVATE STREET) LOT "K"

ISLAND OAK STREET (PRIVATE STREET) LOT "K"

TULIP TREE STREET (PRIVATE STREET) LOT "K"

BOSTON IVY STREET (PRIVATE STREET) LOT "K"

CASSAVA DRIVE

C/L GARDENS STREET

LOT "A" LANDSCAPE 0.166 AC

LOT "B" LANDSCAPE 0.01 AC

N.A.P. LOT "A" TRACT NO. 20362 M.B. 362/78-84

NOTE:

SEE SHEET 2 FOR BASIS OF BEARINGS AND EASEMENT NOTES

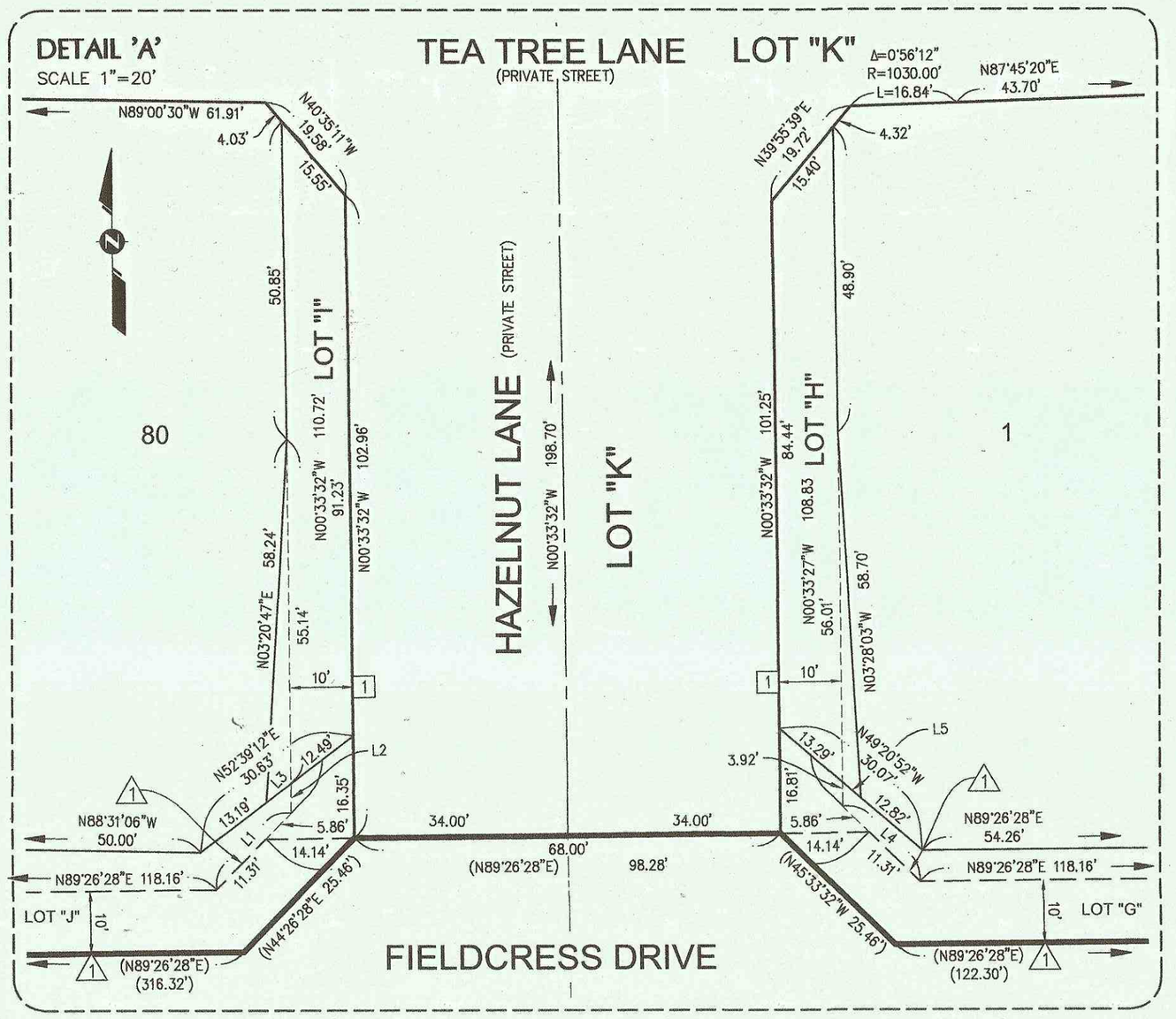
TRACT NO. 20363

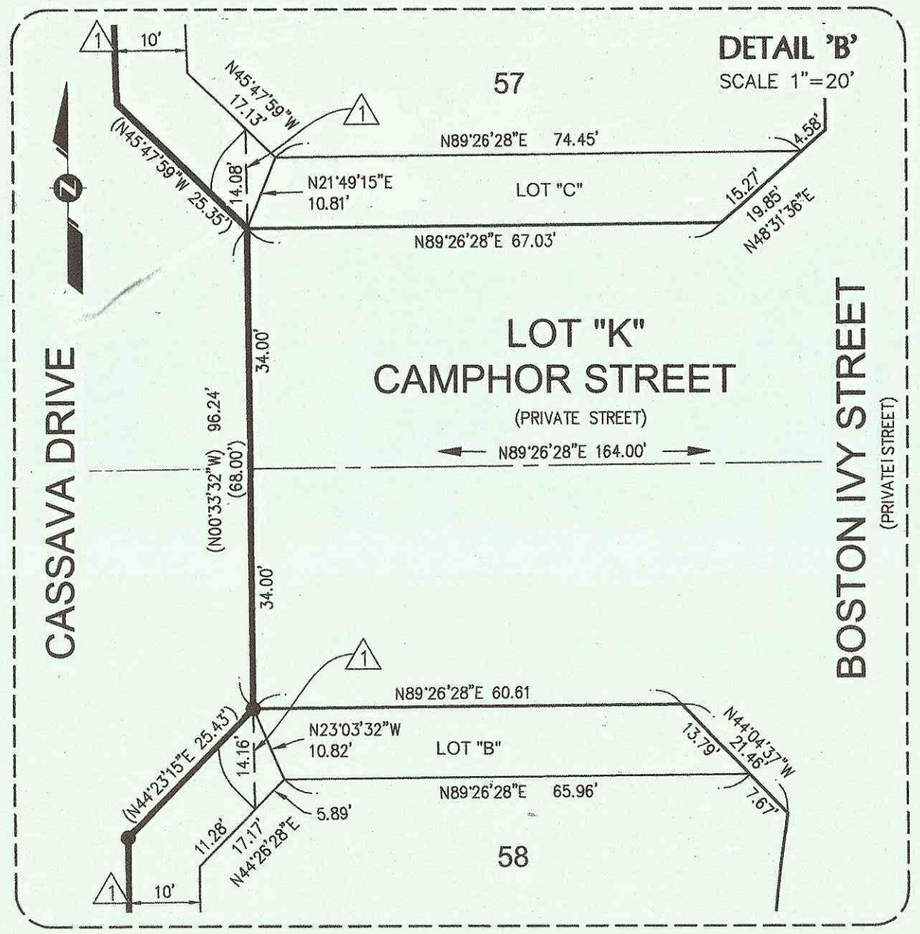
IN THE CITY OF FONTANA

BEING A SUBDIVISION OF ALL OF LOT 8 OF TRACT NO. 20362 AS RECORDED IN BOOK 362, PAGES 78 THROUGH 84, INCLUSIVE OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

K & A ENGINEERING, INC. **SEPTEMBER, 2021**

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N44°26'28"E	17.17'
L2	N00°33'32"E	4.73'
L3	N59°18'06"E	4.95'
L4	N45°33'32"W	17.17'
L5	N49°20'52"W	3.96'





Conformed Copy

NUMBERED LOTS = 109
LETTERED LOTS = 14
GROSS AREA = 12.24 ACRES
NET AREA = 6.126 ACRES

TRACT NO. 20364

IN THE CITY OF FONTANA

BEING A SUBDIVISION OF ALL OF LOT 7 OF TRACT NO. 20362 AS RECORDED IN BOOK 362, PAGES 78 THROUGH 84, INCLUSIVE OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

K & A ENGINEERING, INC. **SEPTEMBER, 2021**

OWNER'S CERTIFICATE

WE HEREBY STATE THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THIS MAP AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP.

WE HEREBY DEDICATE TO THE CITY OF FONTANA:

1. AN EASEMENT FOR PUBLIC SEWER, UTILITIES, AND INGRESS AND EGRESS OF SERVICE AND EMERGENCY VEHICLES OVER LOT "N".
2. AN EASEMENT FOR SANITARY SEWER PURPOSES OVER A PORTION OF LOT "C", LOT "D", AND LOT "L", DEDICATED HEREON.
3. LOT "B" AND LOT "C" IN FEE FOR LANDSCAPE, SIDEWALK, MAINTENANCE AND SLOPE PURPOSES, DEDICATED HEREON.

WE ALSO HEREBY RESERVE TO OURSELVES, SUCCESSORS, ASSIGNS, AND THE LOT OWNERS WITHIN THIS SUBDIVISION, LOT "N" FOR PRIVATE STREETS AND STORM DRAIN PURPOSES.

WE ALSO HEREBY RESERVE LOT "A" AND LOT "D" THROUGH LOT "M" FOR LANDSCAPE AND MAINTENANCE PURPOSES AS SHOWN HEREON, FOR THE USE OF OURSELVES, SUCCESSORS, ASSIGNS, AND THE LOT OWNERS WITHIN THIS SUBDIVISION.

WE ALSO HEREBY RETAIN TO OURSELVES, SUCCESSORS, ASSIGNS, AND THE LOT OWNERS WITHIN THIS SUBDIVISION, LOT "N" FOR PUBLIC WATER PURPOSES.

AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP.

BY: Wendy Stoeckel DATE: May 16, 2022

PRINT NAME: Wendy Stoeckel

TITLE: Authorized Representative of Essential Housing Asset Management, LLC, an Arizona Limited Liability Company, Authorized Agent of EHC II (LEN) CA 2, L.P.

NOTARY 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 Arizona
COUNTY OF Maricopa

ON 5/16/22 BEFORE ME, Jaime Marie Adams, A NOTARY PUBLIC, PERSONALLY APPEARED Wendy Stoeckel, 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.

SIGNATURE Jaime Marie Adams
PRINT NAME: Jaime Marie Adams

MY PRINCIPAL PLACE OF BUSINESS IS IN Maricopa COUNTY.
MY COMMISSION EXPIRES: 07/01/2025
MY COMMISSION NUMBER: 607030

Jaime Marie Adams
Notary Public
Maricopa County, Arizona
My Comm. Expires 07-01-25
Commission No. 607030

TRUSTEE STATEMENT

ORANGE COAST TITLE COMPANY, TRUSTEE UNDER DEED OF TRUST RECORDED DECEMBER 14, 2021 AS ~~INSTRUMENT NO. 2021-0559014 AND~~ INSTRUMENT NO. 2021-0559015

BY: _____ DATE: 6.9.2022

PRINT NAME: Tim Pearson

TITLE: 1st Vice President

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ON 6.9.2022 BEFORE ME, M Culpepper Chavez, A NOTARY PUBLIC, PERSONALLY APPEARED Tim Pearson, 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.

SIGNATURE M Culpepper Chavez
PRINT NAME: M Culpepper Chavez

MY PRINCIPAL PLACE OF BUSINESS IS IN San Bernardino COUNTY.
MY COMMISSION EXPIRES: 1/7/2023
MY COMMISSION NUMBER: 2270643

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP, ON SEPTEMBER 28, 2021. I HEREBY STATE THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS WITHIN ONE YEAR OF MAP RECORDATION, IN COMPLIANCE WITH SECTIONS 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

ROBERT SCIPIOBLUME
P.L.S. NO. 9154

DATED: 4/26/2022

PROFESSIONAL LAND SURVEYOR
ROBERT SCIPIOBLUME
No. 9154
STATE OF CALIFORNIA

CITY ENGINEER'S CERTIFICATE

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ARTICLE I THROUGH III, CHAPTER 26, CODE OF THE CITY OF FONTANA HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATED: 4.28.22

RICARDO SANDOVAL
P.L.S. NO. 7407
CITY ENGINEER
CITY OF FONTANA, CALIFORNIA

LICENSED LAND SURVEYOR
RICARDO SANDOVAL
NO. 7407
STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
RICARDO SANDOVAL
C51152
CIVIL
STATE OF CALIFORNIA

CITY COUNCIL CERTIFICATE

AT THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FONTANA, STATE OF CALIFORNIA, HELD ON THE 14th DAY OF JUNE, 2022, THE SAID CITY COUNCIL APPROVED ON BEHALF OF THE CITY OF FONTANA THIS MAP OF TRACT NO. 20364, AND ACCEPTED THE FOREGOING DEDICATIONS IN ACCORDANCE WITH THE CITY OF FONTANA STANDARDS AND HEREBY CERTIFY THE ABANDONMENT OF EASEMENTS LISTED IN THE ABANDONMENT NOTE HEREON.

THE PROCEDURE IS THE TRUE AND COMPLETE PROCEDURE APPROVED BY THE CITY COUNCIL ON THE 14th DAY OF JUNE, 2022

Germaine McClelland Key
CITY CLERK

ATTEST:
~~TONIA LEWIS~~ GERMAINE McCLELAND KEY
CITY CLERK, CITY OF FONTANA

ACQUANETTA WARREN
MAYOR, CITY OF FONTANA

BOARD OF SUPERVISOR'S CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ 1,946,300.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF ~~THE COUNTY OF~~ SAN BERNARDINO, STATE OF CALIFORNIA, CONDITIONED UPON PAYMENT OF ALL TAXES, (STATE, COUNTY, MUNICIPAL OR LOCAL), AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE ~~COUNTY OF~~ SAN BERNARDINO COUNTY ASSESSOR-RECORDER-COUNTY CLERK ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE; AND THAT THE SUB-DIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

+ COUNTY

DATED: 7/22/2022

LYNNA MONELL, CLERK OF THE BOARD OF SUPERVISORS
~~COUNTY OF~~ SAN BERNARDINO COUNTY

BY: _____, DEPUTY

AUDITOR-CONTROLLER / TREASURER / TAX COLLECTOR'S
AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES, SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS, NOT YET PAYABLE, ESTIMATED TO BE
$ 1,946,300.00.

ENSEN MASON
AUDITOR-CONTROLLER / TREASURER / TAX COLLECTOR
~~COUNTY OF~~ SAN BERNARDINO COUNTY
~~STATE OF CALIFORNIA~~

DATED: July 22, 2022. BY: _____, DEPUTY

San Bernardino County
RECORDER'S ~~STATEMENT~~ Certificate

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER *
THIS 27th DAY OF July, 2022 AT 10:19 A.M.
IN BOOK 363 OF TRACT MAPS AT PAGE(S) 67-71
AT THE REQUEST OF Lennar Title Inc.
IN THE AMOUNT OF $ 19.00
* 2022-0259529

BOB DUTTON
ASSESSOR / RECORDER / ~~COUNTY CLERK~~
~~COUNTY OF~~ SAN BERNARDINO COUNTY

BY: _____
DEPUTY RECORDER

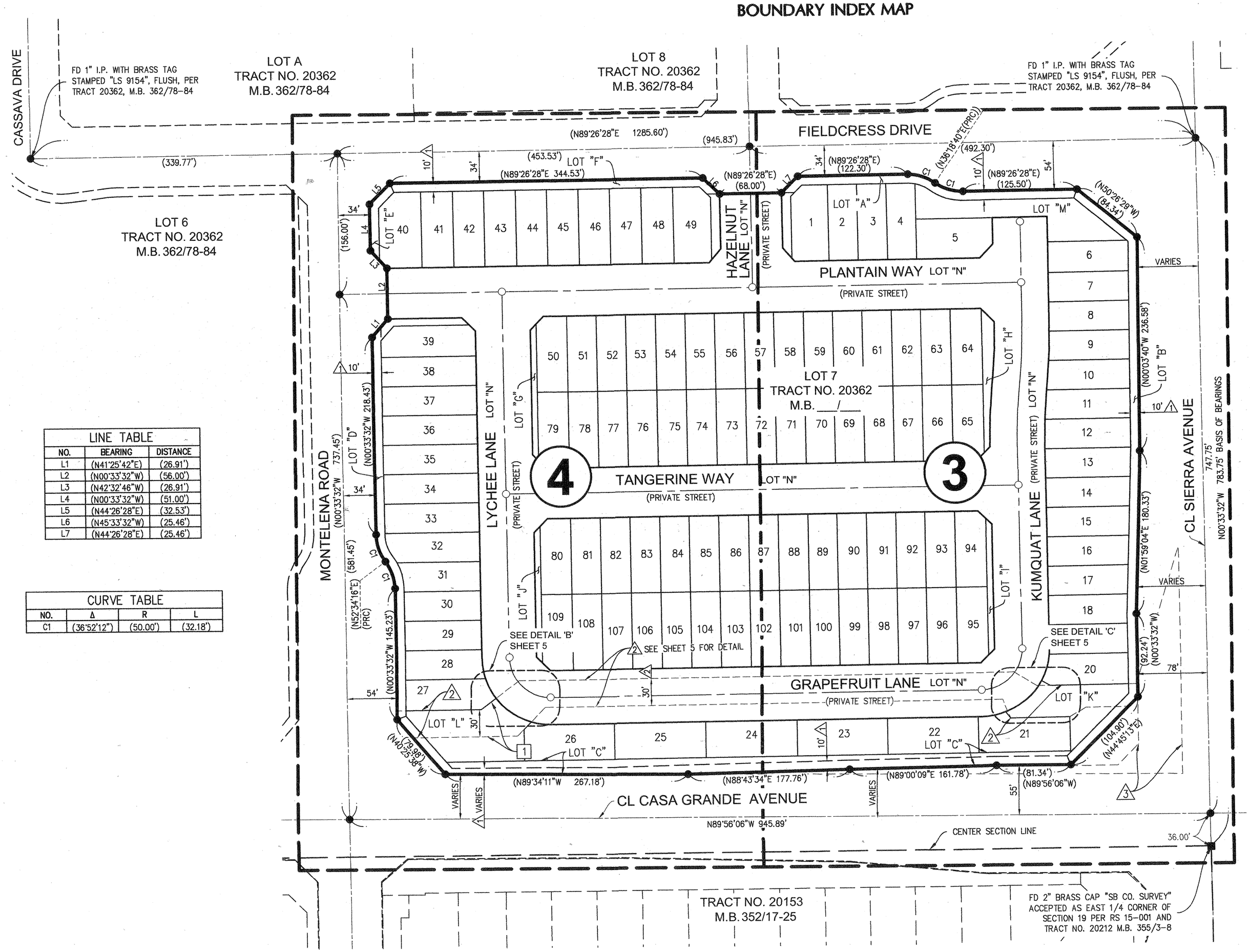
TRACT NO. 20364

IN THE CITY OF FONTANA

BEING A SUBDIVISION OF ALL OF LOT 7 OF TRACT NO. 20362 AS RECORDED IN BOOK 362, PAGES 78 THROUGH 84, INCLUSIVE OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

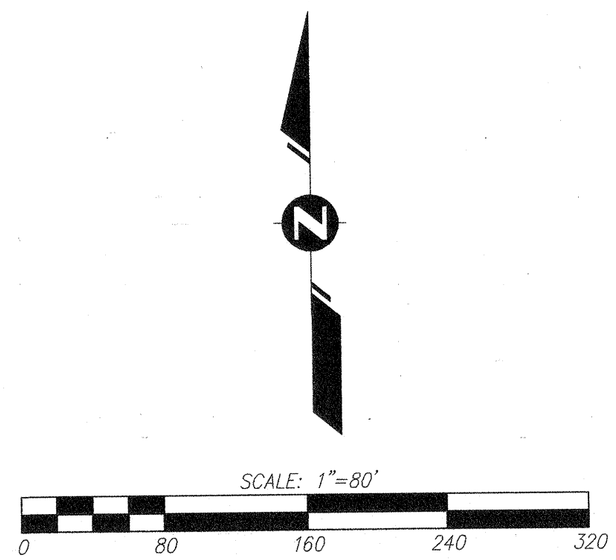
K & A ENGINEERING, INC. **SEPTEMBER, 2021**

BOUNDARY INDEX MAP



LINE TABLE		
NO.	BEARING	DISTANCE
L1	(N41°25'42"E)	(26.91')
L2	(N00°33'32"W)	(56.00')
L3	(N42°32'46"W)	(26.91')
L4	(N00°33'32"W)	(51.00')
L5	(N44°26'28"E)	(32.53')
L6	(N45°33'32"W)	(25.46')
L7	(N44°26'28"E)	(25.46')

CURVE TABLE			
NO.	Δ	R	L
C1	(36°52'12")	(50.00')	(32.18')



BASIS OF BEARINGS:

THE EASTERLY LINE OF SECTION 19, ALSO BEING THE CENTERLINE OF SIERRA AVENUE BEING: N00°33'32"W PER TRACT MAP NO. 20153, M.B. 352/17-25.

SURVEYOR'S NOTES:

( ) INDICATES RECORD PER TRACT MAP NO. 20362, M.B. 362/78-84, UNLESS OTHERWISE NOTED.

● INDICATES MONUMENT PER TRACT MAP NO. 20362, M.B. 362/78-84

■ INDICATES FOUND MONUMENT AS NOTED.

○ INDICATES SET 1" IRON PIPE WITH BRASS TAG STAMPED "L.S. 9154", FLUSH, UNLESS OTHERWISE NOTED.

(R) DENOTES RADIAL BEARING

(PRC) DENOTES POINT OF REVERSE CURVE

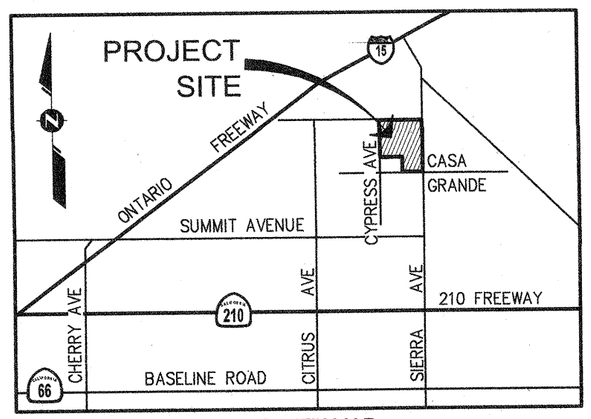
(PCC) DENOTES POINT OF COMPOUND CURVE

FOR LOT CORNERS, A NAIL AND BRASS TAG STAMPED "L.S. 9154" SHALL BE SET IN CONCRETE CURB ON THE PROLONGATION OF THE SIDE LOT LINE IN LIEU OF THE FRONT LOT CORNERS. A 1" IRON PIPE WITH BRASS TAG STAMPED "L.S. 9154" SHALL BE SET AT REAR LOT CORNER UNLESS OTHERWISE NOTED.

EASEMENT NOTES:

1. AN EASEMENT FOR LANDSCAPE AND SIDEWALK PURPOSES IN FAVOR OF CITY OF FONTANA, PER TRACT NO. 20362, M.B. 362/78-84.
2. AN EASEMENT FOR STORM DRAIN AND MAINTENANCE PURPOSES IN FAVOR OF THE CITY OF FONTANA, PER TRACT NO. 20362, M.B. 362/78-84.
3. AN EASEMENT FOR STREET, HIGHWAY, PUBLIC UTILITY AND INCIDENTAL PURPOSES, IN FAVOR OF CITY OF FONTANA, RECORDED: 9/2/2020 AS INSTRUMENT NO. 2020-326943, OFFICIAL RECORDS

[1] AN EASEMENT FOR SANATARY SEWER AND MAINTENANCE PURPOSES IN FAVOR OF THE CITY OF FONTANA, AS SHOWN HEREON.



VICINITY MAP
NOT TO SCALE

NOTE:

SEE SHEET 2 FOR BASIS OF BEARINGS AND EASEMENT NOTES

TRACT NO. 20364

IN THE CITY OF FONTANA

BEING A SUBDIVISION OF ALL OF LOT 7 OF TRACT NO. 20362 AS RECORDED IN BOOK 362, PAGES 78 THROUGH 84, INCLUSIVE OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

K & A ENGINEERING, INC. **SEPTEMBER, 2021**

FD 2" BRASS CAP "SB CO. SURVEY" ACCEPTED AS EAST 1/4 CORNER OF SECTION 19 PER RS 15-001 AND TRACT NO. 20212 M.B. 355/3-8

SCALE: 1"=40'

0 40 80 120

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N05°19'45"E	14.98'
L2	N61°31'02"W(R)	10.78'
L3	N38°06'15"W	8.57'
L4	N22°35'26"W	10.84'
L5	N19°30'00"E	10.65'
L6	N89°26'28"E	14.14'
L7	(N44°26'28"E)	(25.46')

CURVE TABLE			
NO.	Δ	R	L
C1	(36°52'12")	(50.00')	(32.18')
C2	36°52'12"	40.00'	25.74'
C3	36°52'12"	60.00'	38.61'
C4	11°20'35"	40.00'	7.92'

CL SIERRA AVENUE

LOT "A" 0.091 AC OPEN SPACE

LOT "B" 0.157 AC OPEN SPACE

LOT "K" 0.106 AC OPEN SPACE

LOT "M" 0.138 AC OPEN SPACE

LOT "I" 0.022 AC OPEN SPACE

LOT "H" 0.036 AC OPEN SPACE

LOT "C" 0.265 AC OPEN SPACE

SEE SHEET 5 FOR EASEMENT DETAIL

SEE DETAIL 'A' SHEET 5

FIELDCRESS DRIVE (PRIVATE STREET)

KUMQUAT LANE (PRIVATE STREET)

HAZELNUT LANE (PRIVATE STREET)

PLANTAIN WAY (PRIVATE STREET)

TANGERINE WAY (PRIVATE STREET)

GRAPEFRUIT LANE (PRIVATE STREET)

CL CASA GRANDE AVENUE

LOT "N"

SECTION LINE

SEE SHEET 4

NOTE:

SEE SHEET 2 FOR BASIS OF BEARINGS AND EASEMENT NOTES

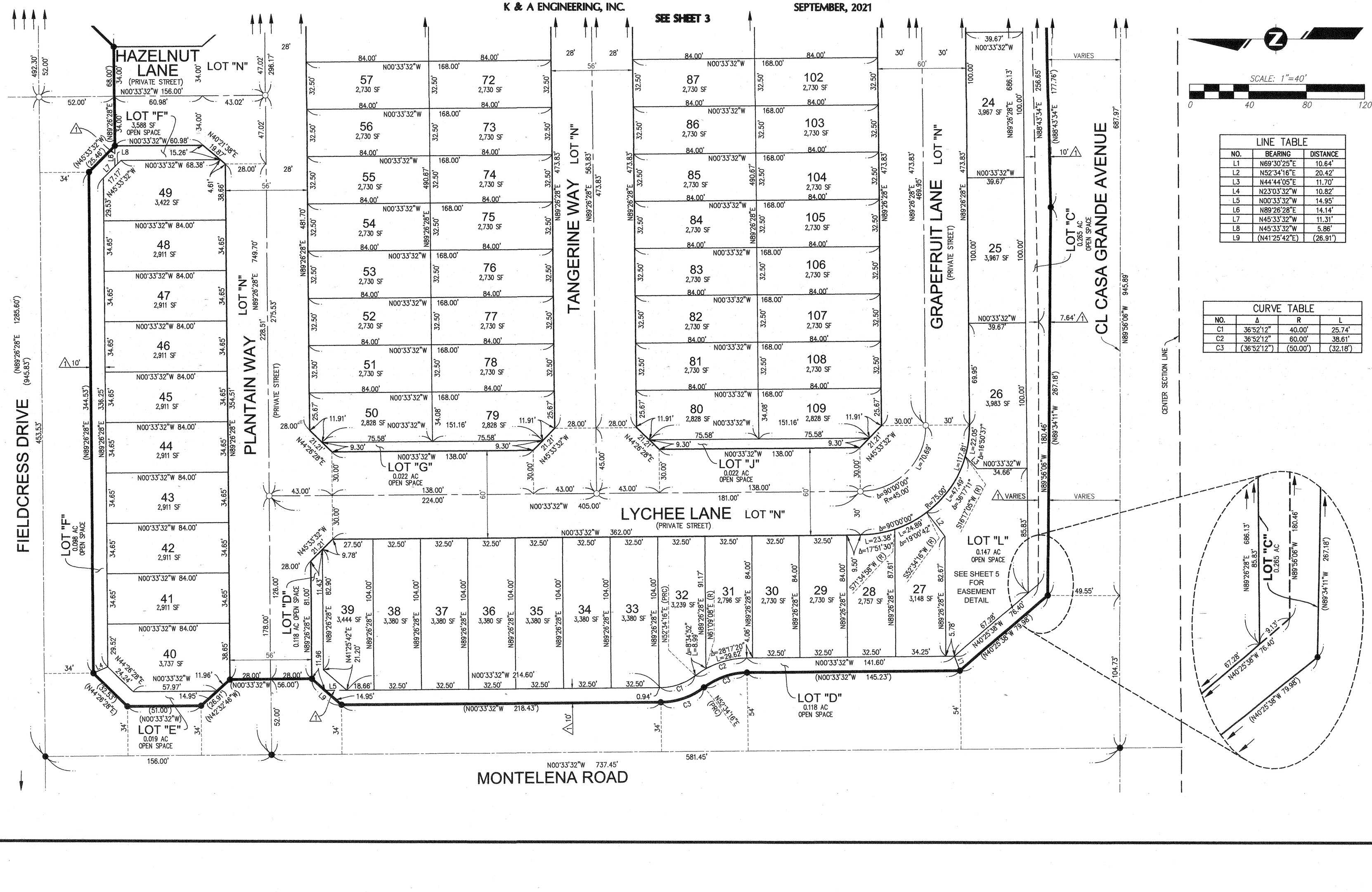
TRACT NO. 20364

IN THE CITY OF FONTANA

BEING A SUBDIVISION OF ALL OF LOT 7 OF TRACT NO. 20362 AS RECORDED IN BOOK 362, PAGES 78 THROUGH 84, INCLUSIVE OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

K & A ENGINEERING, INC. **SEPTEMBER, 2021**

SEE SHEET 3



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N69°30'25"E	10.64'
L2	N52°34'16"E	20.42'
L3	N44°44'05"E	11.70'
L4	N23°03'32"W	10.82'
L5	N00°33'32"W	14.95'
L6	N89°26'28"E	14.14'
L7	N45°33'32"W	11.31'
L8	N45°33'32"W	5.86'
L9	(N41°25'42"E)	(26.91')

CURVE TABLE				
NO.	Δ	R	L
C1	36°52'12"	40.00'	25.74'
C2	36°52'12"	60.00'	38.61'
C3	(36°52'12")	(50.00')	(32.18')

NOTE:

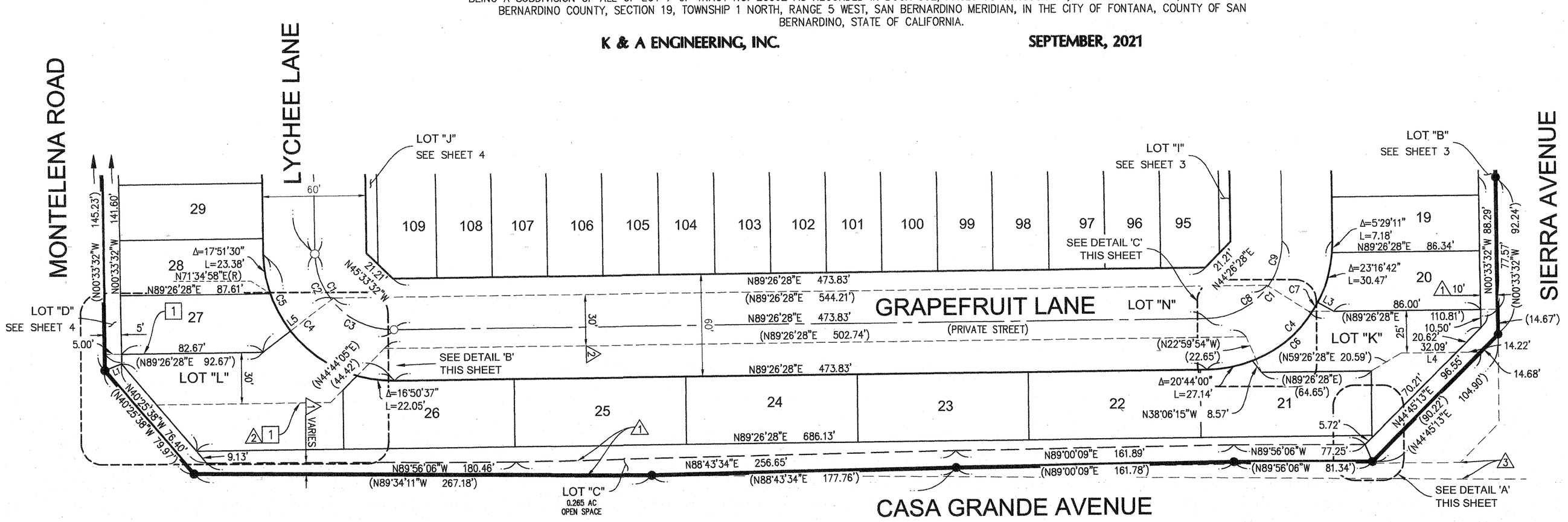
SEE SHEET 2 FOR BASIS OF BEARINGS AND EASEMENT NOTES

TRACT NO. 20364

IN THE CITY OF FONTANA

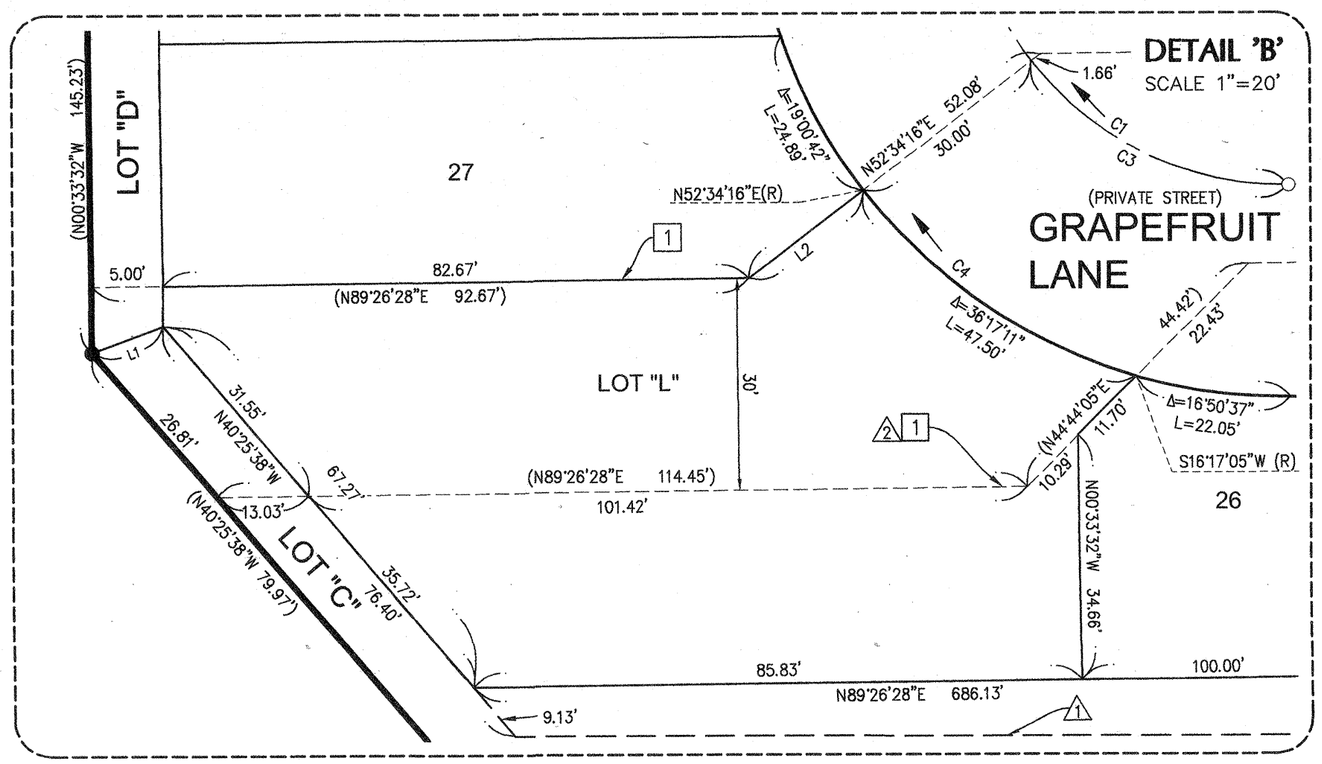
BEING A SUBDIVISION OF ALL OF LOT 7 OF TRACT NO. 20362 AS RECORDED IN BOOK 362, PAGES 78 THROUGH 84, INCLUSIVE OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

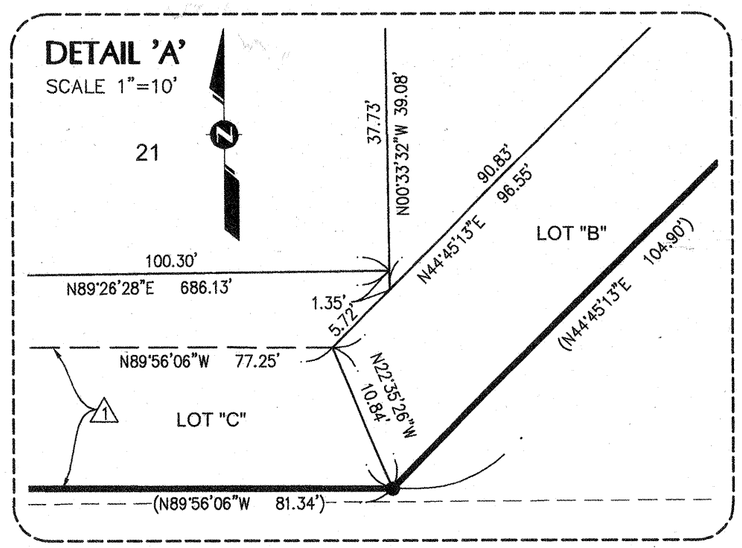
K & A ENGINEERING, INC. **SEPTEMBER, 2021**

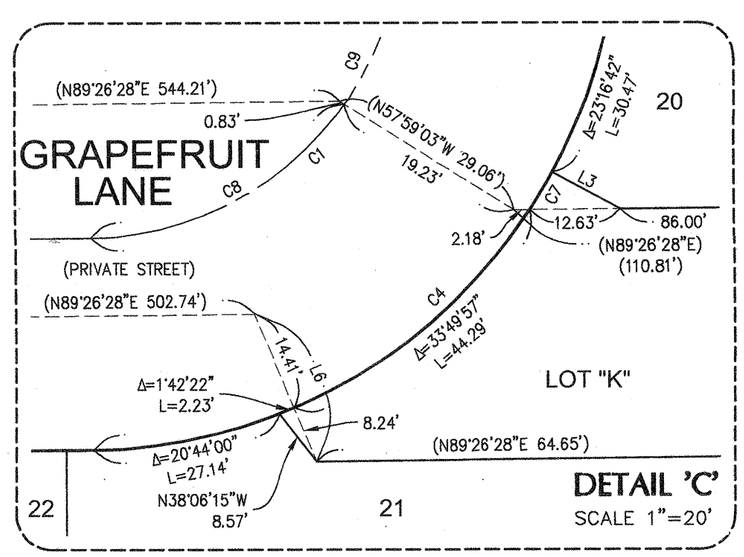


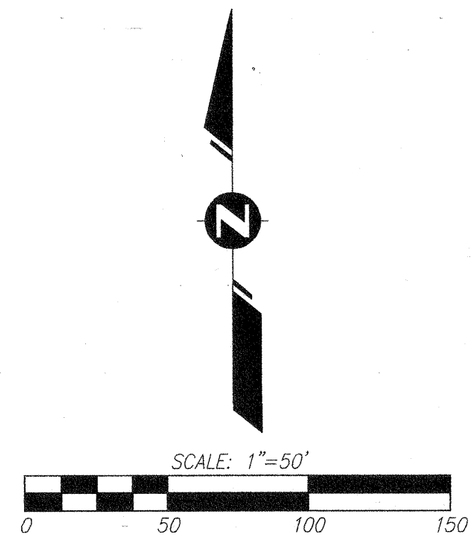
LINE TABLE		
NO.	BEARING	DISTANCE
L1	N69°30'25"E	10.64'
L2	N52°34'16"E	20.42'
L3	N61°31'02"W(R)	10.78'
L4	(N89°26'28"E)	(46.31')
L5	(N52°34'16"E)	(52.08')
L6	(N22°59'54"W)	(22.65')

CURVE TABLE			
NO.	Δ	R	L
C1	90°00'00"	45.00'	70.69'
C2	36°52'12"	45.00'	28.96'
C3	53°07'48"	45.00'	41.73'
C4	90°00'00"	75.00'	117.81'
C5	36°52'11"	75.00'	48.26'
C6	35°32'19"	75.00'	46.52'
C7	4°57'48"	75.00'	6.50'
C8	54°00'19"	45.00'	42.42'
C9	35°59'41"	45.00'	28.27'









File #: 25-0453
Agenda #: Q.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve and Authorize the City Manager to enter into Landscape Maintenance Easement Deeds for CFD 115M

RECOMMENDATION:
Approve and authorize the City Manager to enter into Landscape Maintenance Easement Deeds with two property owners as part of CFD 115M for the West Valley Logistic Center Project.

COUNCIL GOALS:

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

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 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. Resolution No. PC 2022-034 included Conditions of Approval for Tentative Parcel Map No. 19156. Condition No. 47 required portions of the project to become a part of a Community Facilities District (CFD).

On December 10, 2024, the City Council adopted Resolution No. 2024-137, establishing the City of Fontana Community Facilities District No. 115M and the boundaries thereof. Part of CFD 115M includes a landscaped engineered slope area to the west of Locust Avenue, opposite the intersection with Jurupa Avenue. The construction of the engineered slope is due to the widening of Locust Avenue and the engineered slope is located on two separate private properties that are not a part of

Tract Map 19156. Because the maintenance for this landscaped engineered slope will occur on private property, a separate easement is needed for each property to allow the City access to maintain this landscaped area as part of CFD 115M.

The northerly property that is impacted by the landscaped engineered slope is owned by Mr. Marcelino Sanchez and Mr. Wuerner Diaz and comprises of approximately 0.09 acres. The southerly property that is impacted by the landscaped engineered slope is owned by Mr. Timothy Hawke and comprises of approximately 1.2 acres.

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

MOTION:
Approve staff recommendation.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Fontana
8353 Sierra Avenue
Fontana, California 92335
Attn: Department of Engineering

APN: Portion of 0256-131-16

Space above this line for Recorder's Use
No Recording Fee Pursuant to Gov. Code § 27383

LANDSCAPE MAINTENANCE EASEMENT DEED

This LANDSCAPE MAINTENANCE EASEMENT DEED ("Easement") is entered into by and between TIMOTHY N. HAWKE, a married man as his sole and separate property ("Grantor"), and the CITY OF FONTANA, a California municipal corporation ("Grantee"), with respect to the following recitals:

RECITALS

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

B. Grantor desires to grant and convey a perpetual non-exclusive landscape maintenance easement to Grantee for the specific purpose of maintaining the landscaping and irrigation system located over, under, and on the Easement Area as a part of Community Facilities District number 115M. Grantor shall not be responsible for landscaping costs associated with this Easement.

TERMS AND CONDITIONS

1. **Grant of Easement**.

(a) Grantor hereby grants to Grantee a perpetual non-exclusive landscape maintenance easement in, upon, over and across the Easement Area, associated ditches and access road for ingress, egress, and all other activities reasonably related to the specific purpose of maintaining the landscaping and irrigation system of the Easement Area.

(b) Grantor and any successors thereto, in the exercise of any rights retained, as fee titleholder shall:

(1) Notify the Grantee, in writing, at least Forty Eight (48) hours prior to the commencement of any work in the Easement Area.

(2) Prior to the commencement of any work in the Easement Area, provide Grantee with a certificate of insurance naming Grantee as an additional insured on a policy of liability insurance having limits of at least One Million Dollars ($1,000,000.00) per occurrence.

(3) Upon completion of any work in the Easement Area, return all landscaping, sidewalks, walls, irrigation systems and appurtenances thereto, to the same, preexisting condition that existed before Grantor exercised any of its retained rights. When undertaken by Grantor, all repairs and replacement work in the Easement Area shall be inspected and approved by Grantee, which approval shall not be unreasonably withheld, conditioned, or delayed.

(4) Coordinate with Grantee for any work or modification to the existing landscaping or irrigation system in the Easement Area.

(5) If constructed by Grantor, Grantor shall maintain or provide for the maintenance of all permanent retaining walls, signs, fences, sidewalks, facilities, structures, and/or physical obstructions located adjacent to the Easement Area at Grantor's sole cost and expense.

(c) Grantor shall keep the Easement Area free of temporary signs, boards, or placards which may interfere with Grantee's reasonable use and enjoyment of the Easement Area. Grantee may, in its sole and absolute discretion, remove, or require Grantor to remove, any and all temporary signs, boards, or placards located in the Easement Area that interfere with Grantee's reasonable use and enjoyment of the Easement Area. If Grantee requires Grantor to remove any such temporary signs, boards, or placards from the Easement Area, Grantee shall issue written notification to Grantor and Grantor shall remove the respective temporary signs, boards, or placards located in the Easement Area within Thirty-Six (36) hours of written request by Grantee.

2. Indemnity.

(a) Indemnity - Grantee. Grantor agrees to indemnify, defend, and hold harmless Grantee and Grantee's officials, officers, agents, representatives, volunteers, and employees from and against any and all third-party suits, demands, claims, causes of action, losses, liabilities, penalties, charges, costs and expenses, including reasonable investigation costs, attorneys' fees and disbursements, and fees of consultants and expert witnesses that may be imposed on, incurred by, or asserted against Grantee arising from Grantor's sole negligence or willful misconduct in connection with any acts, omissions, intent or negligence of Grantor.

(b) Indemnity - Grantor. Grantee agrees to indemnify, defend, and hold harmless Grantor and Grantor's officials, officers, agents, representatives, volunteers and employees from and against any and all third-party suits, demands, claims, causes of action, losses, liabilities, penalties, charges, costs and expenses, including reasonable investigation costs, attorneys' fees and disbursements, and fees of consultants and expert witnesses that may be imposed on, incurred by, or asserted against Grantor arising from Grantee's sole negligence or willful misconduct in connection with any acts, omissions, intent or negligence of Grantee.

Notice to the Parties. For the purpose of this Easement, communications and notices between the parties shall be in writing and shall be deemed to have been given when actually delivered, if given by personal delivery or transmitted by overnight courier service, or if mailed, when deposited in the United States Mail, First Class, postage prepaid, return receipt requested and addressed as follows:

To Grantor:	Timothy N. Hawke 2433 Pomona Road Corona, CA 92878
To Grantee:	City of Fontana 8353 Sierra Avenue Fontana, CA 92335 Attn: Department of Engineering
Copy to Grantee's Counsel:	Best Best & Krieger LLP 2855 E. Guasti Rd., Suite 400 Ontario, CA 91761 Attn: Fontana City Attorney

3. **General Provisions**.

(a) Severability. If a court of competent jurisdiction voids or invalidates any provision of this Easement, such action shall not affect the remaining provisions of this Easement.

(b) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(c) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Easement Area.

(d) Attorney Fees. If any action or suit by a party to this Easement is brought against another party to this Easement by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Easement, the prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees of the action or suit, any appeals therefrom, and enforcement of any judgement in connection therewith.

(e) Governing Law. This Easement shall be governed by, construed under, and enforced in accordance with the laws of the State of California.

(f) Amendments. This Easement may be amended or supplemented only by an instrument in writing, executed by the parties.

(g) Relation of the Parties. This Easement creates only a grantor-grantee relationship between the parties. Under no circumstances shall this Easement, or grantee's use of the Easement Area, be deemed to create or infer any other relationship, obligations or rights between the parties, including, without limitation, that of owner-tenant, principal-agent, master-servant, employer-employee or partner-joint venturer.

(h) Entire Agreement. This Easement (including all Exhibits attached to this Easement) contains the final expression of, and the entire agreement between, the parties with respect to the subject matter of this Easement and supersedes all prior understandings with respect to such subject matter. This Easement may not be modified, changed, supplemented or terminated, nor may any obligations under this Easement be waived, except by written instrument signed by the Grantee to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Easement.

Executed this 22 day of April 2025 in Fontana, California.

GRANTEE:

City of Fontana

By: _____

GRANTOR:

By: _____
Timothy N. Hawke, a married man as his sole and separate property

Attest:

By: _____
Germaine Keys
City Clerk

NOTARY ACKNOWLEDGEMENT

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 Riverside §

On April 22, 2025, before me, T. SMITH, a Notary Public, personally appeared Timothy Hawke 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 acknowledge 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.

T. SMITH
Notary Public - California
Riverside County
Commission # 2512114
My Comm. Expires Mar 12, 2029

WITNESS my hand and official seal.

Signature _____ (Seal)

NOTARY ACKNOWLEDGEMENT

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 _____ §
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 acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____(Seal)

EXHIBIT "A"

LEGAL PROPERTY DESCRIPTION FOR THE EASEMENT AREA

[Attached behind this cover page]

EXHIBIT "A"

SHEET 1 OF 2

LEGAL DESCRIPTION
GRADING AND SLOPE EASEMENT

THAT PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 33, SAID POINT BEING THE CENTERLINE INTERSECTION OF JURUPA AVENUE AND LOCUST AVENUE AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 143, PAGES 61 THROUGH 63, INCLUSIVE, OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID NORTHWEST ONE-QUARTER, SOUTH 89°09'48" WEST 56.00 FEET (NORTH 88°51'16" EAST RECORD PER SAID RECORD OF SURVEY) TO THE INTERSECTION OF THE NORTHERLY PROLONGATION OF A LINE PARALLEL WITH AND DISTANT WESTERLY 23.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF LOCUST AVENUE (33.00-FOOT HALF WIDTH) AS CONVEYED TO THE COUNTY OF SAN BERNARDINO BY DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388 OFFICIAL RECORDS OF SAID COUNTY TO THE POINT OF BEGINNING;

THENCE SOUTHERLY ALONG SAID PROLONGATION AND PARALLEL LINE, SOUTH 00°21'12" EAST 714.93 FEET TO THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO SOUTHERN CALIFORNIA EDISON COMPANY BY DEED RECORDED NOVEMBER 26, 1962 IN BOOK 5806, PAGE 538 OF SAID OFFICIAL RECORDS;

THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE, NORTH 83°49'32" WEST 18.38 FEET;

THENCE NORTH 02°32'41" WEST 80.75 FEET;

THENCE NORTH 01°09'24" EAST 22.40 FEET;

THENCE NORTH 02°39'23" EAST 34.22 FEET;

THENCE NORTH 10°27'55" WEST 49.52 FEET;

THENCE NORTH 25°50'21" WEST 51.73 FEET;

THENCE NORTH 24°05'40" WEST 41.85 FEET;

THENCE NORTH 04°34'47" WEST 61.72 FEET;

THENCE NORTH 03°46'57" WEST 80.33 FEET;

THENCE NORTH 18°28'51" WEST 47.59 FEET;

THENCE NORTH 14°35'40" WEST 76.75 FEET;

THENCE NORTH 65°52'11" WEST 52.66 FEET;

THENCE NORTH 01°26'21" WEST 58.17 FEET;

THENCE NORTH 19°32'34" EAST 31.49 FEET;

THENCE NORTH 73°33'41" EAST 26.49 FEET;

Last Update: 1/5/24
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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

EXHIBIT "A"

LEGAL DESCRIPTION
GRADING AND SLOPE EASEMENT

THENCE NORTH 76°40'58" EAST 18.36 FEET;

THENCE NORTH 42°21'42" EAST 14.99 FEET;

THENCE NORTH 00°52'32" WEST 18.42 FEET;

THENCE NORTH 18°33'03" EAST 30.94 FEET TO SAID CENTERLINE OF JURUPA AVENUE;

THENCE NORTH 89°09'48" EAST 84.73 FEET TO THE POINT OF BEGINNING.

CONTAINING: 52,980 SQUARE FEET OR 1.216 ACRES, MORE OR LESS.

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

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY, IF ANY.

Last Update: 1/5/24
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14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

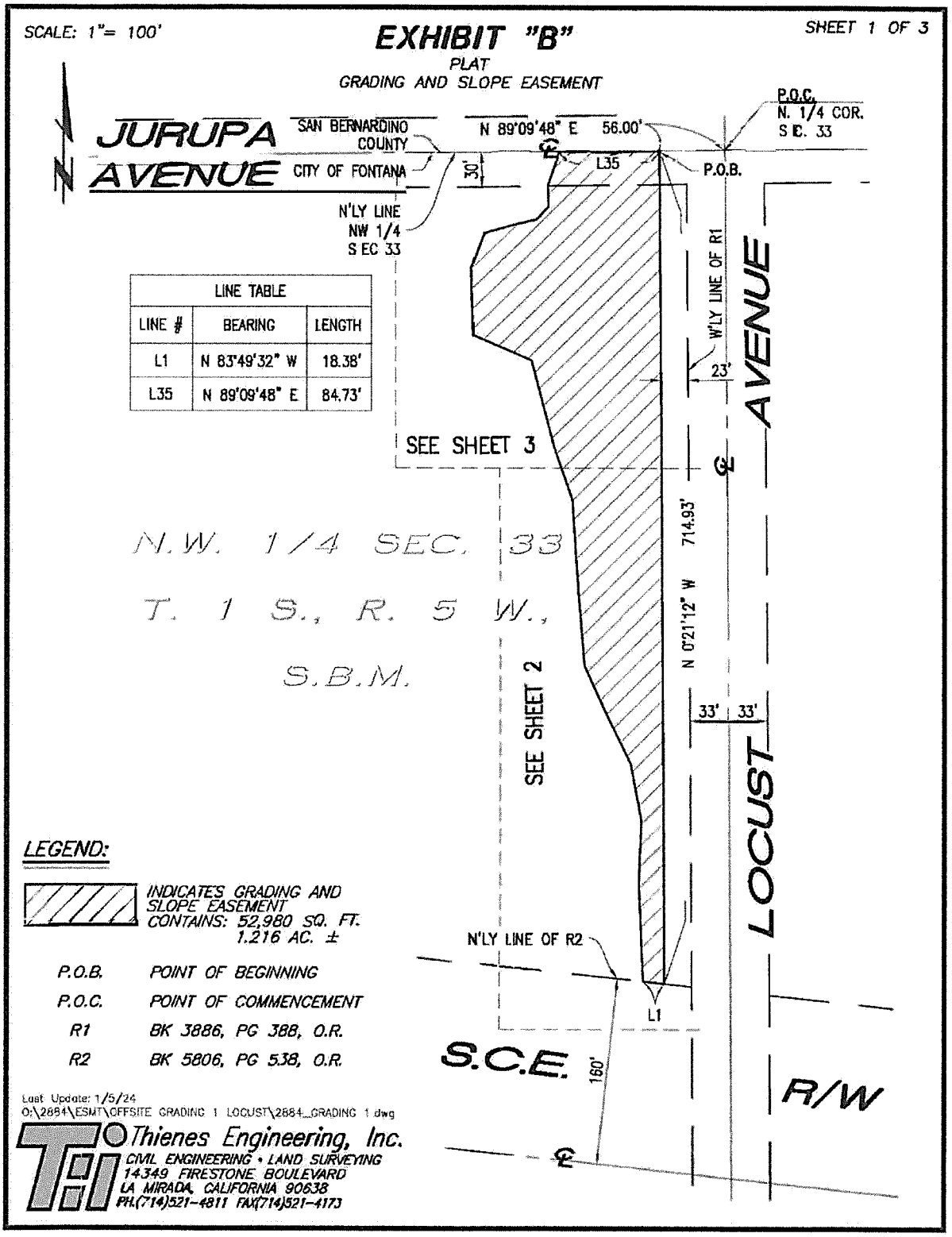
1/05/2024
NAVEEN K. GALI — DATE
P.L.S. NO. 9123
EXP. SEPT. 30, 2024

PROFESSIONAL LAND SURVEYOR
NAVEEN K. GALI
NO. 9123
STATE OF CALIFORNIA

EXHIBIT "B"

SITE MAP OF EASEMENT AREA

[Attached behind this cover page]


SCALE: 1"= 100'
EXHIBIT "B"
PLAT
GRADING AND SLOPE EASEMENT
SHEET 1 OF 3
JURUPA AVENUE
SAN BERNARDINO COUNTY
CITY OF FONTANA
N 89°09'48" E 56.00'
P.O.C.
N. 1/4 COR.
SEC. 33
P.O.B.
L35
30'
N'LY LINE
NW 1/4
SEC 33
W'LY LINE OF R1
23'
LINE TABLE
LINE # | BEARING | LENGTH
L1 | N 83°49'32" W | 18.38'
L35 | N 89°09'48" E | 84.73'
SEE SHEET 3
N.W. 1/4 SEC. 33
T. 1 S., R. 5 W.,
S.B.M.
SEE SHEET 2
N 0°21'12" W 714.93'
33' 33'
LOCUST AVENUE
N'LY LINE OF R2
L1
S.C.E.
160'
R/W
LEGEND:
INDICATES GRADING AND SLOPE EASEMENT
CONTAINS: 52,980 SQ. FT.
1.216 AC. ±
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
R1 BK 3886, PG 388, O.R.
R2 BK 5806, PG 538, O.R.
Last Update: 1/5/24
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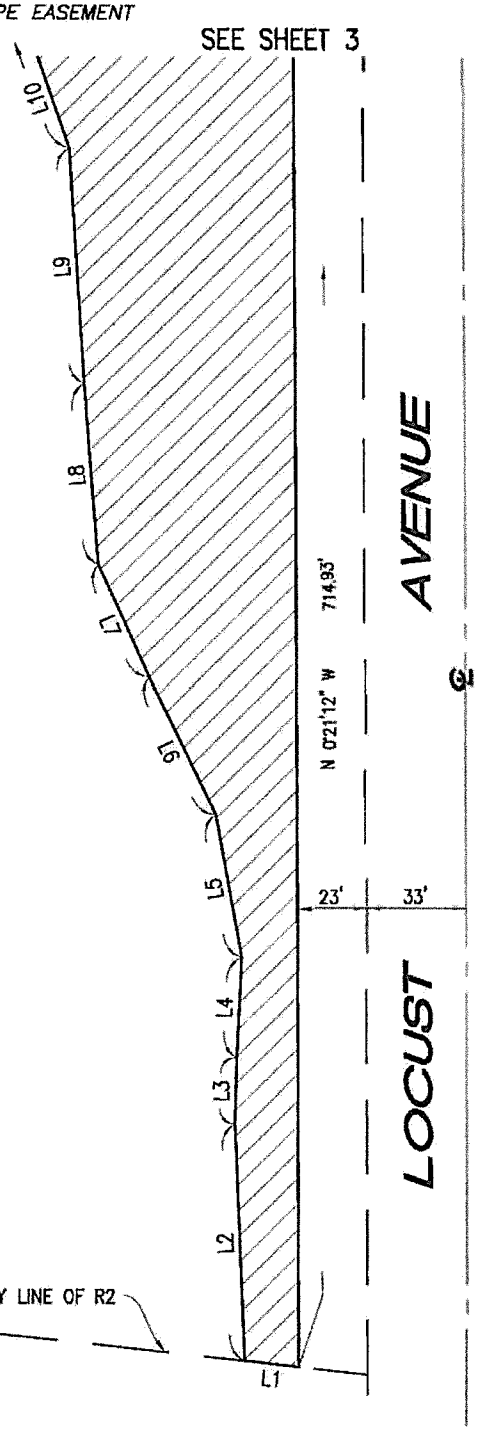
Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

SCALE: 1"= 50'

EXHIBIT "B"

PLAT
GRADING AND SLOPE EASEMENT

SHEET 2 OF 3



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 83°49'32" W	18.38'
L2	N 2°32'41" W	80.75'
L3	N 1°09'24" E	22.40'
L4	N 2°39'23" E	34.22'
L5	N 10°27'55" W	49.52'
L6	N 25°50'21" W	51.73'
L7	N 24°05'40" W	41.85'
L8	N 4°34'47" W	61.72'
L9	N 3°46'57" W	80.33'
L10	N 18°28'51" W	47.59'

LEGEND:

INDICATES GRADING AND SLOPE EASEMENT
CONTAINS: 52,980 SQ. FT.
1.216 AC. ±

R1 BK 3886, PG 388, O.R.

R2 BK 5806, PG 538, O.R.

Last Update: 1/5/24
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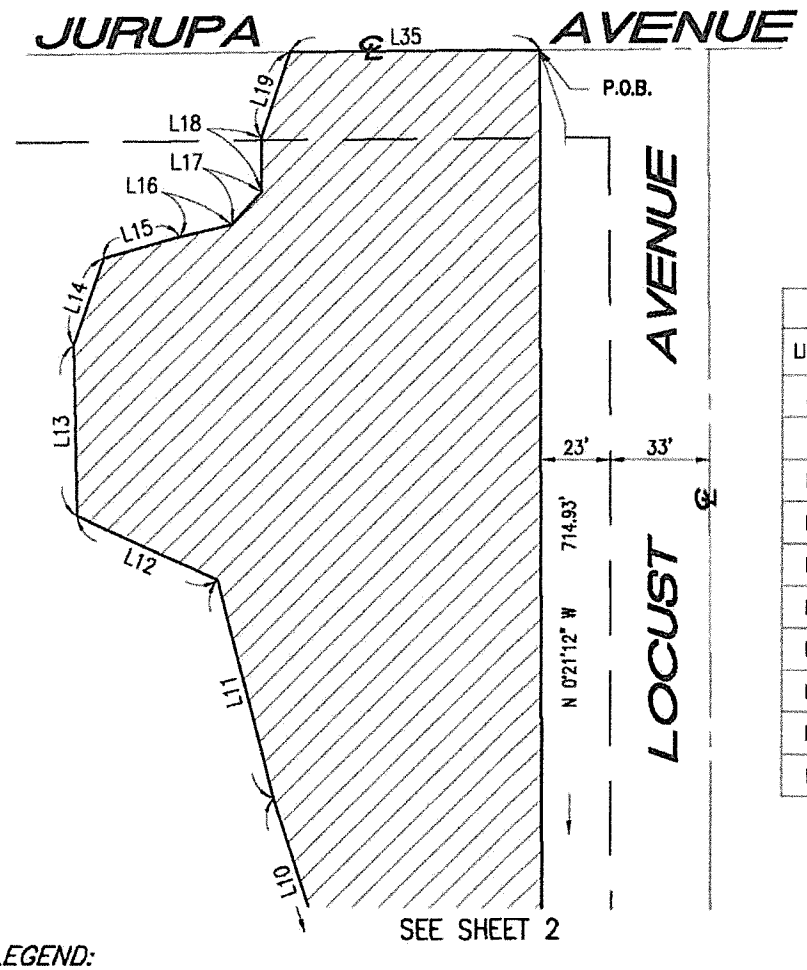
Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

SCALE: 1"= 50'

EXHIBIT "B"

PLAT
GRADING AND SLOPE EASEMENT

SHEET 3 OF 3



LINE TABLE		
LINE #	BEARING	LENGTH
L10	N 18°28'51" W	47.59'
L11	N 14°35'40" W	76.75'
L12	N 65°52'11" W	52.66'
L13	N 1°26'21" W	58.17'
L14	N 19°32'34" E	31.49'
L15	N 73°33'41" E	26.49'
L16	N 76°40'58" E	18.36'
L17	N 42°21'42" E	14.99'
L18	N 0°52'32" W	18.42'
L19	N 18°33'03" E	30.94'

LEGEND:

INDICATES GRADING AND SLOPE EASEMENT
CONTAINS: 52,980 SQ. FT.
1.216 AC. ±

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R1	BK 3886, PG 388, O.R.

Last Update: 1/5/24
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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

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

Naveen Gali 1/05/2024
NAVEEN K. GALI DATE
P.L.S. NO. 9123
EXP. SEPT. 30, 2024

PROFESSIONAL LAND SURVEYOR
NAVEEN K. GALI
NO. 9123
STATE OF CALIFORNIA

CITY OF FONTANA
CERTIFICATE OF ACCEPTANCE OF GRANT OF LANDSCAPE MAINTENANCE EASEMENT DEED

[Portions of APN 0256-131-16]

This Certificate of Acceptance pertains to the interests in real property conveyed by the Grant of Landscape and Maintenance Easement Deed dated _____ to which this Certificate of Acceptance is attached,

from: Timothy N. Hawke, a married man as his sole and separate property ("Grantor")

to: CITY OF FONTANA, a California municipal corporation ("Grantee")

Said Grant of Landscape and Maintenance Easement Deed is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority conferred by the Grantee's governing body, and Grantee hereby consents to recordation of such Grant.

Dated: _____

CITY OF FONTANA,
a California municipal corporation

By: _____

Name: _____

Attest:

_____
City Clerk

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Fontana
8353 Sierra Avenue
Fontana, California 92335
Attn: Department of Engineering

Space above this line for Recorder's Use

APN: 0256-101-29

No Recording Fee Pursuant to Gov. Code § 27383

LANDSCAPE MAINTENANCE EASEMENT DEED

This LANDSCAPE MAINTENANCE EASEMENT DEED ("Easement") is entered into by and between MARCELINO A. SANCHEZ, a married man as his sole and separate property as to an undivided sixty-seven (67) percent interest and WUERNER O. DIAZ, a married man as his sole and separate property as to an undivided thirty-three (33) percent interest, as tenants in common (collectively, Grantor), and the CITY OF FONTANA, a California municipal corporation ("Grantee"), with respect to the following recitals:

RECITALS

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

B. Grantor desires to grant and convey a perpetual non-exclusive easement and right-of-way to Grantee for the specific purpose of maintaining the landscaping and irrigation system located over, under, and on the Easement Area in as a part of Community Facilities District number 113M.

TERMS AND CONDITIONS

1. **Grant of Easement**.

(a) Grantor hereby grants to Grantee a perpetual non-exclusive landscape maintenance easement in, upon, over and across the Easement Area, associated ditches and access road for ingress, egress, and all other activities reasonably related to the specific purpose of maintaining the landscaping and irrigation system of the Easement Area.

(b) Grantor and any successors thereto, in the exercise of any rights retained, as fee titleholder shall:

(1) Notify the Grantee, in writing, at least Forty Eight (48) hours prior to the commencement of any work in the Easement Area.

(2) Prior to the commencement of any work in the Easement Area, provide Grantee with a certificate of insurance naming Grantee as an additional insured on a policy of liability insurance having limits of at least one million dollars per occurrence.

(3) Upon completion of any work in the Easement Area, return all landscaping, sidewalks, walls, irrigation systems and appurtenances thereto, to the same, preexisting condition that existed before Grantor exercised any of its retained rights. When undertaken by Grantor, all repairs and replacement work in the Easement Area shall be inspected and approved by Grantee.

(4) Coordinate with Grantee for any work or modification to the existing landscaping or irrigation system in the Easement Area.

(5) Maintain, or provide for the maintenance of all permanent retaining walls, signs, fences, sidewalks, facilities, structures, and/or physical obstructions located adjacent to the Easement Area at Grantor's sole cost and expense.

(c) Grantor shall keep the Easement Area free of temporary signs, boards, or placards which may interfere with Grantee's reasonable use and enjoyment of the Easement Area. Grantee may, in its sole and absolute discretion, remove, or require Grantor to remove, any and all temporary signs, boards, or placards located in the Easement Area that interfere with Grantee's reasonable use and enjoyment of the Easement Area. Grantor shall remove all temporary signs, boards, or placards from the Easement Area within Twenty-Four (24) hours of written notification by Grantee.

2. **Indemnity.** Grantor agrees to indemnify, defend, and hold harmless Grantee and Grantee's officials, officers, agents, representatives, volunteers and employees from and against any and all third party suits, demands, claims, causes of action, losses, liabilities, penalties, charges, costs and expenses, including reasonable investigation costs, attorneys' fees and disbursements, and fees of consultants and expert witnesses that may be imposed on, incurred by or asserted against Grantee in connection with any acts, omissions, intent or negligence, whether active or passive, of Grantor, excepting only such loss, damages, and/or liability as may be caused solely by the intentional acts or sole negligence of Grantee.

3. **Notice to the Parties.** For the purpose of this Easement, communications and notices between the parties shall be in writing and shall be deemed to have been given when actually delivered, if given by personal delivery or transmitted by overnight courier service, or if mailed, when deposited in the United States Mail, First Class, postage prepaid, return receipt requested and addressed as follows:

To Grantor:	Marcelino A. Sanchez and Wuerner O. Diaz 11276 Locust Avenue Fontana, CA 92316
To Grantee:	City of Fontana 8353 Sierra Avenue Fontana, CA 92335 Attn: Department of Engineering
Copy to Grantee's Counsel:	Best Best & Krieger 2855 E. Guasti Rd., Suite 400 Ontario, CA 91761 Attn: Fontana City Attorney

4. **General Provisions**.

(a) Severability. If a court of competent jurisdiction voids or invalidates any provision of this Easement, such action shall not affect the remainder of this Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(b) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(c) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Easement Area.

(d) Attorney Fees. If any action or suit by a party to this Easement is brought against another party to this Easement by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Easement, the prevailing party shall be entitled to recover from the other party all costs and expenses of the action or suit, any appeals therefrom, and enforcement of any judgment in connection therewith, including reasonable attorneys' fees.

(e) Entire Agreement. This Easement (including all Exhibits attached to this Easement) contains the final expression of, and the entire agreement between, the parties with respect to the subject matter of this Easement and supersedes all prior understandings with respect to such subject matter. This Easement may not be modified, changed, supplemented or terminated, nor may any obligations under this Easement be waived, except by written instrument signed by the Grantee to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Easement.

Executed this 3 day of July 2024 in Fontana, California.

GRANTEE:

City of Fontana

DSH

By: _____
Matthew C. Ballantyne
City Manager

GRANTOR:

By: _____
Marcelino A. Sanchez

Attest:

By: _____
Germaine Key
City Clerk

By: _____
Wuerner O. Diaz

Executed this 06 day of July 2024 in Fontana, California.

GRANTEE:

City of Fontana

DSH

By: _____
Matthew C. Ballantyne
City Manager

Attest:

By: _____
Germaine Key
City Clerk

GRANTOR:

By: _____
Marcelino A. Sanchez

By: _____
~~Wuerner O. Diaz~~

NOTARY ACKNOWLEDGEMENT

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 Riverside §

On 07/03/2024, before me, Alicia Medel, a Notary Public, personally appeared Marcelino A. Sanchez 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 acknowledge 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 Alicia Medel (Seal)

ALICIA MEDEL
Notary Public - California
Riverside County
Commission # 2356085
My Comm. Expires Apr 29, 2025

NOTARY ACKNOWLEDGEMENT

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 Texas §
COUNTY OF Harris

On July 6th 2024, before me, Caridad Gonzales, a Notary Public, personally appeared Werner O. Diaz Jurado 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 acknowledge 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~~ Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

LEGAL PROPERTY DESCRIPTION FOR THE EASEMENT AREA

[Attached behind this cover page]

EXHIBIT "A"

LEGAL DESCRIPTION
GRADING AND SLOPE EASEMENT

THAT PORTION OF LOT 488 OF THE SEMI-TROPIC LAND AND WATER CO., IN THE UNINCORPORATED TERRITORY OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 11, PAGE 12, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, SAID POINT BEING THE CENTERLINE INTERSECTION OF JURUPA AVENUE AND LOCUST AVENUE AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 143, PAGES 61 THROUGH 63, INCLUSIVE, OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SECTION 33, SOUTH 89°09'48" WEST 44.00 FEET (NORTH 88°51'16" EAST RECORD PER SAID RECORD OF SURVEY) TO THE **POINT OF BEGINNING;**

THENCE CONTINUING WESTERLY ALONG SAID NORTHERLY LINE, SOUTH 89°09'48" WEST 96.73 FEET;

THENCE NORTH 48°39'28" EAST 44.61 FEET;

THENCE NORTH 57°32'16" EAST 36.04 FEET;

THENCE NORTH 00°19'31" WEST 22.39 FEET;

THENCE NORTH 84°38'59" EAST 27.69 FEET;

THENCE NORTH 89°33'17" EAST 4.82 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 44.00 FEET, MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF LOCUST AVENUE;

THENCE SOUTHERLY ALONG SAID PARALLEL LINE, SOUTH 00°26'43" EAST 72.41 FEET TO THE **POINT OF BEGINNING.**

CONTAINING: 3,983 SQUARE FEET OR 0.091 ACRES, MORE OR LESS.

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

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY, IF ANY.

Last Update: 3/21/24
O:\2884\ESMT\OFFSITE GRADING 1 LOCUST\2884_GRADING 1.dwg

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

NAVEEN K. GALI
P.L.S. NO. 9123
EXP. SEPT. 30, 2024

3/21/2024
DATE

PROFESSIONAL LAND SURVEYOR
NAVEEN K. GALI
NO. 9123
STATE OF CALIFORNIA

EXHIBIT "B"

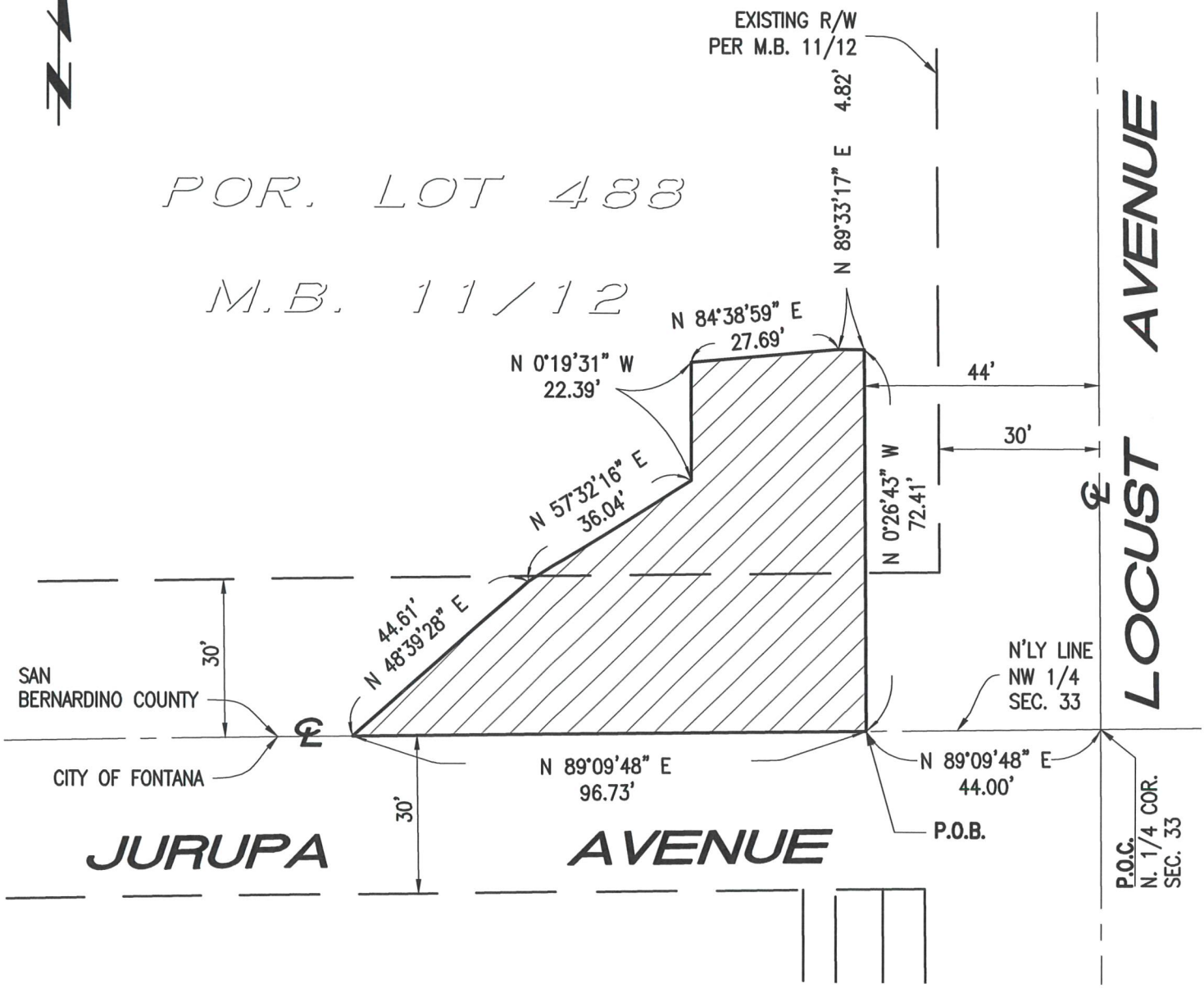
SITE MAP OF EASEMENT AREA

[Attached behind this cover page]

SCALE: 1"= 30'

EXHIBIT "B"

PLAT
GRADING AND SLOPE EASEMENT



LEGEND:

INDICATES GRADING AND SLOPE EASEMENT
CONTAINS: 3,983 SQ. FT.
0.091 AC. ±

P.O.B. POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

NAVEEN K. GALI
P.L.S. NO. 9123
EXP. SEPT. 30, 2024

3/21/2024
DATE

PROFESSIONAL LAND SURVEYOR
NAVEEN K. GALI
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STATE OF CALIFORNIA

Last Update: 3/21/24
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CITY OF FONTANA
CERTIFICATE OF ACCEPTANCE OF GRANT OF LANDSCAPE MAINTENANCE EASEMENT DEED

[Portions of APN 0256-101-29]

This Certificate of Acceptance pertains to the interests in real property conveyed by the Grant of Landscape and Maintenance Easement Deed dated_____to which this Certificate of Acceptance is attached,

from: Marcelino A. Sanchez, a married man as his sole and separate property, as to an undivided sixty-seven (67) percent interest, and Wuerner O. Diaz, a married man as his sole and separate property, as to an undivided thirty-three (33) percent interest as tenants in common ("Grantor")

to: CITY OF FONTANA, a California municipal corporation ("Grantee")

Said Grant of Landscape and Maintenance Easement Deed is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority conferred by the Grantee's governing body, and Grantee hereby consents to recordation of such Grant.

Dated: _____

CITY OF FONTANA,
a California municipal corporation

By: _____

Name: _____

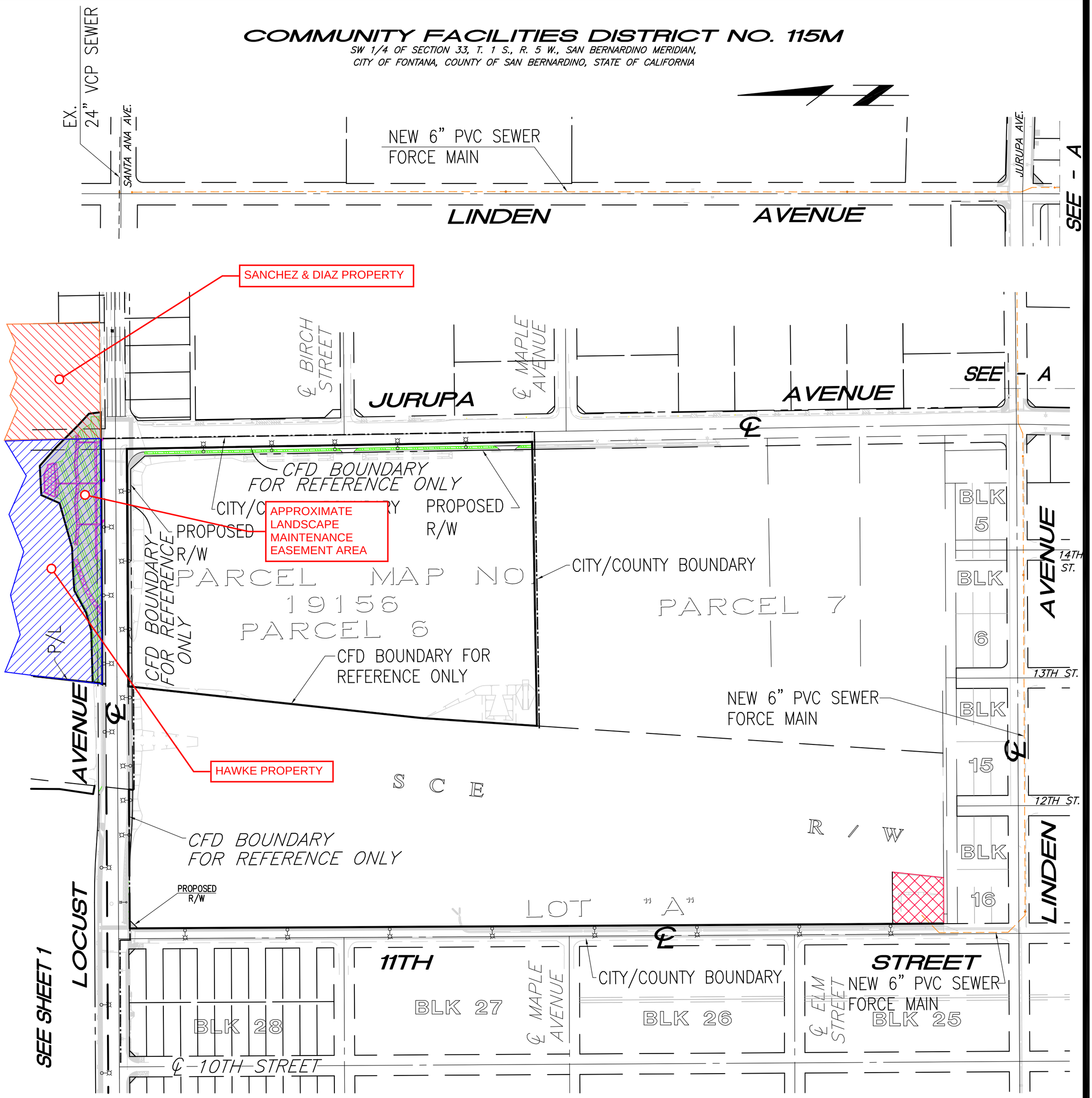
Attest:

_____
City Clerk

CFD 115M - LANDSCAPE EASEMENT EXHIBIT

COMMUNITY FACILITIES DISTRICT NO. 115M

SW 1/4 OF SECTION 33, T. 1 S., R. 5 W., SAN BERNARDINO MERIDIAN,
CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA



LEGEND QUANTITY BREAKDOWN:

	TOTAL AREA PARCELS 1 THROUGH 6	8,924,331 S.F. = 204.88 AC
	LANDSCAPED AREAS	58,054 S.F. = 1.33 AC
	HARDSCAPED AREAS	10,262 S.F. = 0.24 AC (2' WIDE V-DITCH: 129 LF 3' WIDE V-DITCH: 194 LF 8' WIDE V-DITCH: 423 LF 4' WIDE CONCRETE CHANNEL: 328 LF 3' WIDE DISCHARGE STRUCTURE: 75 LF)
	SEWER LIFT STATION	1 EACH
	STREET LIGHTS	42 EACH
	6" PVC SEWER FORCE MAIN	4455 LF
	TREE	129 EACH

0 100 200 400 600

SCALE:1"=200'

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

8353 Sierra Avenue
Fontana, CA 92335

File #: 25-0455
Agenda #: R.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Public Works

SUBJECT:
Final Acceptance for the Demolition of 16779 Spring Street Project (PW-25-82-SB).

RECOMMENDATION:
Accept as complete the work performed by AD Improvements Inc. for the Demolition Project (PW-25-82-SB) of 16779 Spring Street and approve the final amount of $137,500.00.

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

DISCUSSION:
On February 25, 2025, the City Council awarded the demolition contract to AD Improvements Inc. for the Demolition Project (PW-25-82-SB) in the amount of $132,200.00. There was one (1) contract change order for this project for the removal of additional asbestos and removal of an underground vault totaling $5,300.00. AD Improvements Inc. completed the project on July 29, 2025. All work has been completed to the satisfaction of the City for the final amount of $137,500.00. This project was necessary as part of the ongoing revitalization efforts for the downtown Fontana.

The retention money will be released to the contractor thirty-five (35) days after the filing of the Notice of Completion with the County Recorder's Office if no claims are filed with the City within this period.

FISCAL IMPACT:
There is no fiscal impact associated with the approval of this item, the total cost of the demolition, however, was $137,500.00 and the funds were budgeted in FY 2024/25 in the Professional Services Budget 60230000-8130.

MOTION:
Approve staff recommendation

File #: 25-0457
Agenda #: S.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Final Acceptance of the County ARPA - Fiber to City Parks Project (Bid No. DE-24-180-SB)

RECOMMENDATION:
Accept as complete the work performed by On Demand Contractors, Inc. for the ARPA -Fiber to City Parks Project (#37200006 and #37200007).

COUNCIL GOALS:

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

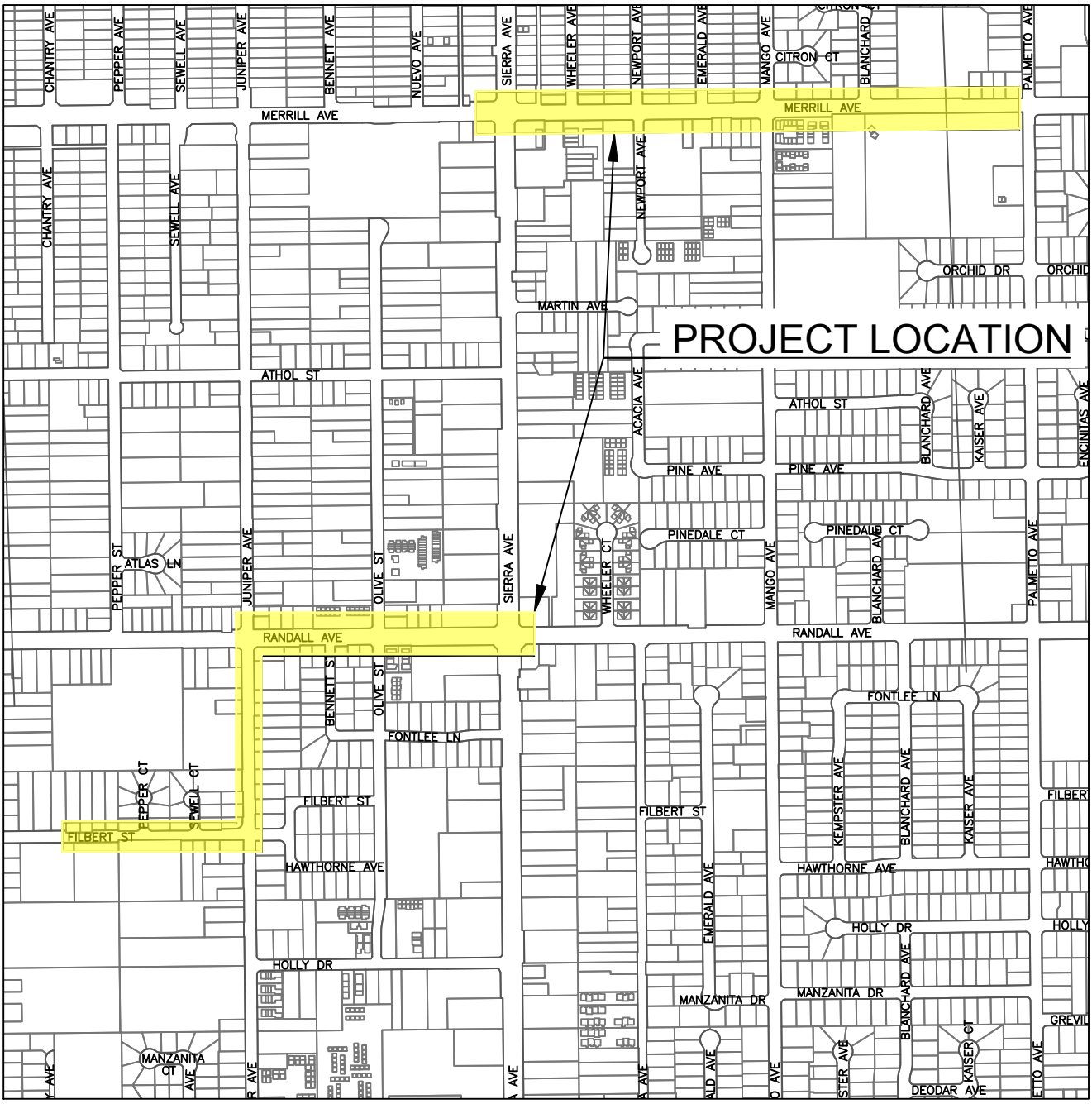
DISCUSSION:
On July 23, 2024, the City Council authorized the award of a construction contract to the lowest responsible/responsive bidder (On Demand Contractors, Inc.) in the amount of $376,200.00 with a 10% contingency in the amount of $37,620.00 for the County ARPA - Fiber to City Parks Project (#37200006 and #37200007). The improvements consisted of installing new conduit and fiber optic cable in specific areas of the City to connect Veterans Park and Jack Bulik Park to our central Police Station, Traffic Management Center (TMC), and Innovation and Technology programs and systems.

On Demand Contractors, Inc. completed the construction of the project on May 8, 2025. The project was successfully completed for the final contract amount of $364,580.00, a decrease of 3.09% from the original contract amount of $376,200.00 and $49,240.00 under the total authorized budget. All work has been completed to the satisfaction of the City.

FISCAL IMPACT:
As part of the action to accept the construction of the ARPA - Fiber to City Parks Project (#37200006 and #37200007) as complete, the City will take over the operation and maintenance of this infrastructure. Appropriate funding for the maintenance work is included in the FY 2025-26 budget under the Innovation and Technology Department, Infrastructure Division.

MOTION:
Approve staff recommendation.

JACK BULIK SPORTS CENTER & VETERANS PARK
FIBER OPTIC CONNECTIVITY PROJECT



File #: 25-0465
Agenda #: T.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Police Department

SUBJECT:
Acceptance of 2026 ABC Grant

RECOMMENDATION:
Approve an ABC Grant in the amount of $27,080.00 to increase the department's proactive efforts of ABC education and enforcement. The funding will be used for the current employee's salary and operation.

Authorize the Chief of Police to sign the agreement between the Department of Alcoholic Beverage Control and the Fontana Police Department for the total amount of $27,080.00.

Approve the expenditure plan for the use of the funds to help offset the cost of personnel within the Police Department.

COUNCIL GOALS:
- Improve public safety by emphasizing community-oriented policing, community involvement, and youth programs.
- Improve public safety by utilizing other city programs to help reduce crime.

1 Practice sound fiscal management by pursing grant opportunities.

DISCUSSION:
The Alcoholic Beverage Control (ABC) has awarded the Fontana Police Department a grant in the amount of $27,080.00. Funds will be used to implement Minor Decoy operations, Shoulder Tap operations, general enforcement operations, IMPACT operations, task force operations, and undercover operations at various locations. Officers assigned to grant will conduct operations during off-duty hours and to be paid overtime based on policy. The grant operations will be conducted July 1, 2025 through June 30, 2026.

Due to the grant performance period, staff is requesting the necessary budget adjustments with approval of this item and outside of the normal quarterly process to ensure the timely use of all grant funds

FISCAL IMPACT:
Approval of this item will increase revenues and expenditures in the amount of $27,080.00; in grant fund 301 (40100005-301-A) and is not included in the 2025-26 adopted budget. The necessary

budget adjustments will be included in the First Quarter Budget Status Report.

MOTION:

Approve staff recommendation.

EXHIBIT A
SCOPE OF WORK

I. SCOPE OF WORK

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC), Alcohol Policing Partnership program. This program is intended to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminate the crime and public nuisance problems associated with problem alcoholic beverage outlets.

- Contractor agrees to implement ABC's Minor Decoy, Shoulder Tap Programs and conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections. These programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage operators. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee(s), enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:

  1. The operation period of the grant is July 1, 2025 through June 30, 2026.

  2. Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.

  3. Minor Decoy operations are designed to educate and deter licensed locations from selling/furnishing alcohol to minors. Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments within the operation period of the grant.

  4. Shoulder Tap operations are used to detect and deter adult furnishers outside of a licensed business. Contractor agrees to conduct Shoulder Tap Operations at "Off-Sale" licensed locations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores within the operation period of the grant.

  5. Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) primary goal is to educate licensee's on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.

II. GOALS AND OBJECTIVES

1. Conduct at least eight (8) Minor Decoy operations.

2. Conduct at least six (6) Shoulder tap operations, including the Statewide Shoulder tap operation.

3. Conduct at least ten (10) IMPACT operations.

4. Conduct at least two (2) Task Force operations.

5. Conduct at least four (4) Undercover operations.

6. Conduct at least three (3) Roll Call to include TRACE trainings.

7. Advertise at least four (4) LEAD trainings.

8. Provide press/social media releases on grant enforcement activities.

    A. To announce the start of the program;
    B. At the conclusion of each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy)
    C. At the conclusion of each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).

9. Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer (pio@abc.ca.gov) as soon as it is released.

10. Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Alcohol Policing Partnership."

Contractor agrees to complete and submit monthly reports, on a format designed and provided by the Department of Alcoholic Beverage Control due no later than 15th of the following month.

III. PROJECT REPRESENTATIVES

The project representatives during the term of this agreement will be:

Fontana Police Department
Heather Howard, Community Outreach Coord.
17005 Upland Avenue
Fontana, CA 92335
(909) 356-7107
hhoward@fontanaca.gov

Department of Alcoholic Beverage Control
Aaron Perry, Supervising Agent in Charge
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-5169
aaron.perry@abc.ca.gov

Direct all fiscal inquiries to:

Fontana Police Department
Leona Kwan, Senior Admin Analyst
17005 Upland Avenue
Fontana, CA 92335
(909) 356-7169
lkwan@fontanaca.gov

Department of Alcoholic Beverage Control
Kristine Okino, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
Kristine.okino@abc.ca.gov

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs.

- Invoices shall clearly reference this contract number (25-APP14) and must not exceed the contract total authorized amount of $27,080.00. Invoices are to be submitted by the 15th of every month, on the prescribed form designed by the Department of Alcoholic Beverage Control.

Submit to: Department of Alcoholic Beverage Control
Attn: Kristine Okino, Grant Coordinator
3927 Lennane Drive
Sacramento, California 95834

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statues of 2025.

- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2025 and on or before the project termination date, June 30, 2026.

- Revisions to the “Scope of Work” and the “Budget Detail” may be requested by a change request letter submitted by the Contractor. If approved, the revised Grant Scope of Work and/or Budget Detail supersedes and replaces the previous grant and will initiate an amendment. No revisions can exceed allotted amount as shown on the Budget Detail. The total amount of the grant must remain unchanged.

- Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.

- Only the costs displayed in the Budget Detail are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.

- Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this grant unless the State otherwise directs.

- Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under this grant in any media.

II. BUDGET DETAIL

COST CATEGORY	TOTAL COST
A. Personnel Services	
Overtime	
Officer ($84.65/hourly)	$13,855.00
Corporal ($96.51/hourly)	$8,493.00
Benefits – 1.45%	$312.00
TOTAL Personnel	**$22,660.00**
B. Operating Expenses (receipts required)	
Decoy Meals	$420.00
Buy Money	$1,000.00
TOTAL Operating	**$1,420.00**
C. Equipment (receipts required, must be purchased by 12/31)	
n/a	$0.00
TOTAL Equipment	**$0.00**
D. Travel Costs	
Registration, lodging, per diem	$3,000.00
TOTAL Travel	**$3,000.00**
GRANT TOTAL	**$27,080.00**

III. BUDGET CONTINGENCY CLAUSE

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

IV. PROMPT PAYMENT CLAUSE

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

General Terms and Conditions (GTC 02/2025)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR*:* Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractor*s* shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

    c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

    d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:**

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

1) “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Disputes: Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.

2. Cancellation/Termination: This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.

3. Contract Validity: This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2025, for the purposes of this program.

4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity and/or cancel the agreement.

File #: 25-0466
Agenda #: U.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve Amendment No. 9 to Professional Services Agreement with David Evans and Associates, Inc. for the San Sevaine Trail Phase 1, Segment 2 Project

RECOMMENDATION:
Approve and authorize the City Manager to execute Amendment No. 9 to a Professional Services Agreement with David Evans and Associates, Inc. for Engineering Services for the San Sevaine Trail Phase 1, Segment 2 Project (SQ-12-DE-17) in the amount of $379,336.38, for a total contract amount of $1,971,277.70.

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

DISCUSSION:
The San Sevaine Trail Phase 1, Segment 2 Project is a multi-jurisdictional cooperative effort that will enhance the connectivity for bicyclists and pedestrians between the Pacific Electric Trail and public facilities within the Cities of Fontana and Rancho Cucamonga, such as Etiwanda High School, as well as other future infrastructure improvements. The trail will run parallel to the Etiwanda Creek, a flood control channel owned and operated by the San Bernardino County Flood Control District (SBCFCD). The trail will utilize the existing County maintenance road along the west side of the channel and fills in gaps where a road did not currently exist. The multi-use path begins at the Pacific Electric Trail to the south in the City of Fontana and traverses north under the I-15 and SR-210 freeways to Banyan Street in the City of Rancho Cucamonga. The trail length is 1.25 miles, with 0.3 miles located in the City of Fontana and the remaining 0.95 miles in the City of Rancho Cucamonga.

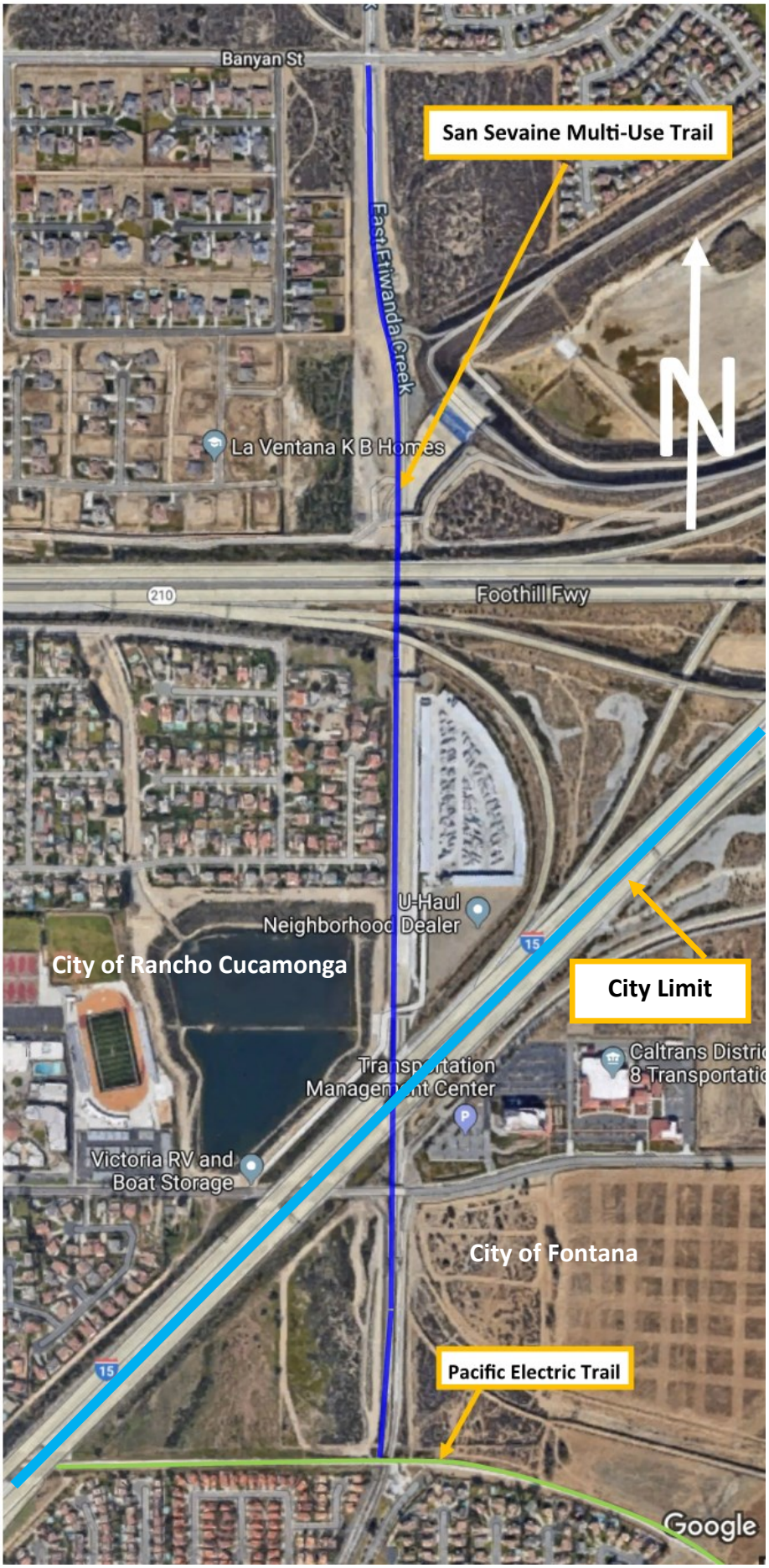
On December 12, 2023, prior to the start of construction, the City Council approved Amendment No. 8 to the Professional Services Agreement with David Evans and Associates, Inc. (DEA) for construction management support services related to the trail, in the amount of $670,119.00. The Professional Services Agreement for Design Services with DEA was approved with an amount of $921,822.32, bringing the total authorized contract amount to $1,591,941.32 prior to construction beginning. Construction commenced in May 2024 and continues with full completion by October

2025. During construction, there have been several unforeseen conditions requiring additional construction management support services from DEA, including additional geotechnical testing, observation, reports as required by Caltrans, redesign of walls within Caltrans Right-of-Way as a result of unmarked utilities, landscape redesign and additional signage to meet SBCFCD requirements, and additional Project Management support for the additional services requested. With a requested additional amount of $379,336.38 to complete all required services during construction, the total authorized amount of construction management support services will be $1,049,455.38 and the total contract amount with DEA for both design and construction management support services will be $1,971.277.70.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is $379,336.38 for the full term of the Agreement and is included in the 2025-2026 budget in 37603345-635-D-8115 (Park Development Funds).

MOTION:
Approve staff recommendation.

Vicinity Map



AMENDMENT NO. 9
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF FONTANA
AND
DAVID EVANS AND ASSOCIATES
CONTRACT NO. SQ-12-DE-17

1. Parties and Date.

This AMENDMENT No. 9 to the Professional Services Agreement is made and entered into as of this 9th day of September, 2025, by and between the City of Fontana, ("City") and David Evans and Associates, a Corporation with its principal place of business at 4141 East Inland Empire Blvd, Suite 250 Ontario, CA 91764 (hereinafter referred to as the "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 Contract Number SQ-12-DE-17 dated the 10th of January, 2017 ("Agreement"), for the purse of retaining the services of Consultant to provide Professional Engineering Design Services for the San Sevaine Trail Phase 1, Segment 2 Project.

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to revise the scope of services, term and increase the not-to-exceed compensation amount. The parties have heretofore entered into that Amendment No. 8 dated December 12, 2023.

2.3 Amendment Authority. This Amendment No. 9 is authorized pursuant to Section 3.1.2 of the Agreement.

3. Terms.

3.1 Section 3.1.1 of the Agreement is hereby amended in its entirety to read as follows:

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional design consulting services necessary for the Project ("Services"). The additional Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

3.1.2 Term. This contract shall go into effect on September 9, 2025, contingent upon approval by the City of Fontana and Consultant shall commence work after notification to proceed by the City of Fontana's Contract Administrator. The contract shall end on March 31, 2026 unless extended by contract amendment. The City shall have the unilateral option , at its sole discretion, to renew this Agreement annually for no more than two (2) additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. Consultant is advised that any recommendation for contract award is not binding on the City of Fontana until fully executed and approved by the City of Fontana.

3.3 Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. Amendment No. 8 is authorized in the amount of Three Hundred Seventy-Nine Thousand, Three-Hundred Thirty-six Dollars and Thirty-Eight Cents ($379,336.38). The total compensation shall not exceed One Million, Nine Hundred Seventy-one Thousand, Two Hundred Seventy-seven dollars and Seventy cents ($1,971,277.70) without written approval of City's Engineering Manager**.** Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.4 Continuing Effect of Agreement. Except as amended by this Amendment No. 9, all other provisions of this Agreement remain in full force and effect and shall govern the action so of the parties under this Amendment No. 9. From and after the date of this Amendment No. 9, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 9.

3.5 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. 9.

3.6 Severability. If any portion of this Amendment No. 9 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 FOLLOWING PAGE]

SIGNATURE PAGE TO
AMENDMENT NO. 9
TO THE CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT

CITY OF FONTANA

By: _____
Matthew C. Ballantyne
City Manager

Attest:

By: _____
Germaine Key, City Clerk

Approved as to form:

_____
Best Best & Krieger LLP
City Attorney

By:_____
Phillip Burum
Deputy City Manager

By: _____
Gia Lam Kim
Director of Public Works/City Engineer

DAVID EVANS AND ASSOCIATES

By: _____
Greg Davis
Vice President

Attest:1

By: _____
Gabe Rodriguez
Transportation Market Leader

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.

EXHIBIT "A"
- ATTACHED BEHIND THIS PAGE -

DAVID EVANS
AND ASSOCIATES INC.

August 5, 2025

Kimberly Young
Senior Civil Engineer
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335

Subject: San Sevaine Bicycle Trail
Additional Construction Engineering Support Services

Dear Ms. Young:

The San Sevaine bicycle trail is under construction and work outside of our previously identified construction services contract has been requested and performed. Per direction from the City's construction manager, Robert Eisenbeisz, we have directed portions of our existing contract budget to these new requested items. This letter will outline the additional work requested and is presented in the order that our original construction engineering support letter used.

A. Construction Engineering Support Services

The City has requested meetings during construction with the design team which are held virtually. The original contract included an estimate of 4 hours per month (56 hours total) however, the actual time is likely 8 hours per month (90 hours total) among several attendees, giving a difference of 34 hours.

Project management hours were estimated at 2 hours per month (total 28 hours) however, the actual time is likely 2 hours per week (120 hours total), giving a difference of 92 hours. The original estimate of 2 hours per month was exceeded due to the number of unknown issues that arose and the time involved to manage their resolution.

Additionally, the City recently requested the design team be present at as many weekly field construction meetings as possible during the wall construction and reduce to monthly thereafter. The original budget identified 4 onsite field visits for a total of 32 hours, however, the actual time to date is 72 hours with an additional 8 hours anticipated for future meetings for a total of 80 hours, giving a difference of 48 hours. On-site field meetings were not originally anticipated.

The total additional estimated is 174 hours for meetings and project management beyond what was originally estimated. Cost $39,520

B. Civil, Landscape, Lighting and Traffic – Shop Drawing Submittal Review & Bid Support

There has been no extra work related to this item.

C. Civil, Landscape, Lighting and Traffic – RFI Review and Response

Some RFIs have been submitted by the contractor resulting in effort to coordinate and determine the appropriate responses. Those described below are those that were not anticipated or took additional steps for resolution beyond what was originally considered in our budget.

RFI 4 – Victoria signal pole and survey – There were misunderstandings/miscommunication from the contractor regarding interpretation of staking for the signal pole location. The team spent additional time triple-checking the staking to prove ultimately that it had been correctly staked from the beginning. Time was spent coordinating between the contractor, surveyor, and City. Cost $957

RFI 8 – A light pole foundation was redesigned due to conflicting under-surface boulder. Cost $4,974

RFI 12 – New Victoria RV frontage was developed during the project bidding. The contractor requested clarification of new design adapted to frontage improvements. Cost $696

RFI 18 - Storm Drain along walls R7A and R6A – The contractor discovered an existing storm drain that was in the location to cross the walls R7A and R6A. It was determined the storm drain was in a significantly different horizontal location than the record as-built indicated. Pile #1 on Retaining Wall R7A was eliminated, and a portion of the wall was redesigned to avoid encroachment on the storm drain below. Additionally, Pile #3 on Retaining Wall R6A was shifted 1.5 feet to accommodate the revised pipe location. These modifications were made to ensure proper clearance and prevent interference with existing underground utilities. Cost $5,655

RFI 19 - Storm Drain along wall R7B (diaphragm wall) – The contractor found a Caltrans 24” storm pipe that ran under the proposed wall/trail, discharging through the channel liner. This pipe was not shown in project base mapping and no vertical profile record as-built could be located. It was determined the top of pipe would be more than a foot above proposed trail surface. The Contractor built Wall R6B starting at the south end up to about 5.5 feet south of the pipe crossing and work on Wall R7B did not start until after it was confirmed that relocated pipe would not go under or penetrate the wall. Numerous potential solutions were identified and vetted. Since as-builts and previous drainage reports were not available, our work also included hydrologic/hydraulic analysis. Cost $7,483

Items not identified as RFIs included:

Mitigation Design for Protected Habitat at North End of Project – Revisions were made to lighting and fencing plan. Coordination was performed for plan review. Cost $3,018

D. Structural Retaining Wall – Shop Drawing Submittal Review

There has been no extra work related to this item.

E. Structural Retaining Wall – RFI Review and Response

RFI 17 – Sanitary sewer location at SR 210 – The contractor found an existing encased sanitary sewer line parallel to the trail that would potentially conflict with proposed walls as it was under the bottom of the wall. While it was a known line, the actual alignment differed from the record as-builts. Field survey indicated the sewer had a significant bow such that the steel casing was found to be at a higher elevation, which required us to redesign portions of the wall by moving the bottom of the wall and second row of ground anchors and shotcrete up by one foot. Analysis of the survey data by the civil and structural designers identified the conflicts, and revised wall plans were developed. This required coordination with the contractor, resident engineer, surveyors, and design team. Cost $7,988

CMU wall near Station 17 - During the construction of the CMU wall, the wall subcontractor initially submitted footing elevations that did not align with the actual site topography. To address this discrepancy, an additional survey was conducted to accurately capture the topography and confirm the location of an adjacent County-owned drainage riser. To ensure proper drainage functionality, multiple design alternatives were evaluated, including various wall types, grading modifications, fencing options, and adjustments to the wall and trail alignment. After thorough analysis, it was determined the best course of action was to change the original wall type from Type 6A to Type 6B and to change the alignment to avoid the conflict between the footing and the existing riser pipe. Additionally, a standard Greenbook detail, typically accepted without additional calculations, was unexpectedly rejected by the City's building department, requiring further engineering review and adjustments to validate a standard detail. The additional work, including surveying, design evaluations, coordination efforts, structural calculations, and required compliance adjustments resulted in extra costs. The original design conflicted with an existing storm drain riser, requiring a change from Type A to Type B. Cost $10,048

Storm Drain along wall R1A – Our team designed the first part of this wall to change it from soldier pile to a gravity retaining wall to avoid further damaging the utility below. Additionally, a concrete culvert was damaged during the installation of the first pile. We developed a remediation to the damaged culvert. Cost $2,500

F. Structural Retaining Wall – Field Services/Inspection

Caltrans required source inspections to be performed. We brought ZT Consulting onto the team to perform this work. The work included preparation of the SIQMP, QA sampling and verification testing for high strength bar/strands and bearing plates for the ground anchors, CWI source inspection for steel assembly for the ground anchors, and coating inspection by NACE2 for the cleaning and painting of piles for the soldier piles. The estimate for this work was $62,896.56. Subsequently, ZT Consulting was requested to perform CWI inspection for stud welding and

coating inspection by NACE2 for field painting for the soldier piles. This estimate was $15,398.97, giving a total of $78,295.53 for the source inspection task.

G. Additional As-Built / Record Drawing

No out-of-scope work is expected for this task.

H. Geotechnical Field Services and Laboratory Testing

The majority of work by Converse has been within Caltrans right-of-way however, they have and continue to provide necessary services outside of the Caltrans right-of-way. Their original budget was $71,820. Through July 4, 2025, field services, laboratory testing and office support costs have exceeded the original contract amount by $258,804 (total cost being $330,624). Additionally, Converse has estimated the cost to continue their services through construction completion will be $35,260. The total additional cost for geotechnical related services is therefore estimated at $294,064. Details of Converse's tasks are included in their letter attached.

I. Construction Survey

No out-of-scope work is expected for this task.

J. Interpretive Signage (New Task)

Per a letter from DEA to the City dated September 18, 2024, this task included the addition of interpretive signs related to the San Bernardino Kangaroo Rat. The estimated cost of this additional work was identified as $17,605.

SUMMARY
The table below summarizes the anticipated costs of the above-described work.

Summary of Extra Work Cost

Task	Est Value of Extra Work
A. Construction Engineering Support Services	$ 39.520.00
C. Civil, Landscape, Lighting and Traffic – RFI Review and Response	$ 22,783.00
E. Structural Retaining Wall – RFI Review and Response	$ 20,536.00
F. Structural Retaining Wall – Field Services / Inspection	$ 78,296.00
H. Geotechnical Field Services and Laboratory Testing	$ 250,198.00
J. Interpretive Signage	$ 3,000.00
TOTAL	$ 550,304.00

Some of the above-described work has been invoiced to the City using the original budget. Given the project is nearing construction completion, much of the above-described extra work was

invoiced using the original contracted budget. We have estimated the cost to complete the remaining work from today's date forward as shown in the table below.

Summary of Cost to Complete

	Task	Est. Cost to Complete
A	Construction Engineering Support	$8.000.00
B	Civil, Landscape, Traffic Shop Drawing & Submittal Review	$2,000.00
C	Civil, Landscape, Traffic RFI Review & Response	$2,000.00
D	Structural Retaining Wall Shope Drawing & Submittal Review	$0.00
E	Structural Retaining Wall RFI Review and Response	$2,000.00
F	Structural Retaining Wall Field Services/Inspection	$8,245.00
G	As-Built Record Drawings	$39,480.00
H	Geotechnical Field Services and Laboratory Testing	$35,260.00
I	Construction Survey	$15,000.00
J	Interpretive Signage	$3,000.00
	TOTAL	$114,985.00

With a total cost to date of $934,470.38, of which $657,721.90 has been invoiced, and a projected cost to complete of $114,985.00, the total contract amount is projected to be $1,049,455.38. The original contract authorized amount for construction management services was $670,119.00. The requested addendum is $379,336.38.

Amendment Request by Task

	Task	Revised Amendment Request
A	Construction Engineering Support	$8.000.00
B	Civil, Landscape, Traffic Shop Drawing & Submittal Review	$2,000.00
C	Civil, Landscape, Traffic RFI Review & Response	$2,000.00
D	Structural Retaining Wall Shope Drawing & Submittal Review	$0.00
E	Structural Retaining Wall RFI Review and Response	$2,000.00
F	Structural Retaining Wall Field Services/Inspection	$100,005.63
G	As-Built Record Drawings	$12,132.75
H	Geotechnical Field Services and Laboratory Testing	$250,198.00
I	Construction Survey	$0.00
J	Interpretive Signage	$3,000.00
	REQUESTED AMENDMENT AMOUNT	**$379,336.38**

DAVID EVANS
AND ASSOCIATES INC.

We look forward to continuing to assist the City of Fontana toward the successful construction completion of the project. If you have any questions on the above, please let me know.

Sincerely,

Marie Marston, P.E.
Project Manager

Attachments:
ZTC Estimate Tables
Converse Extra Request Letter
DEA Letter for Interpretive Signing

Source Inspection Estiatme for San Sevaine

Source Inspection Scope *

Item No.	Item Description	Sub. Items	Inspection Type	Inspection Hours	Approx. Testing Budget	Testing Components	Prob. Source Location **	Estimated Travel Hours	Approx. Travel Budget	Engineering Hours	Engineering Function	Approx. Cost per Item
	Ground Anchors Various Heights: 10.2' to 13.1' I-15 Retaining Walls: R1B: QTY: 37 SR-210 Retaining Walls: R7: QTY: 53	High Strength Bar/Strands	QA Sampling & Verification Testing	32	$ 600	High Strength Bar/Strands	California or Colorado	32	$ 2,400	8	Submittal Review - Fabrication support	$ 14,228.41
		Bearing Plates	QA Sampling & Verification Testing	8	$ 500	Casted Coupon	California or Colorado	8	$ 1,600	8	Submittal Review - Fabrication support	$ 6,270.55
		Steel Assembly	CWI Source inspection	24	$ -	N/A	California	0	$ 600	8	Submittal Review - Fabrication support	$ 5,946.86
	Soldier Piles: Varying lengths: 2'-11" to 44'-0" I-15 Retaining Walls: R1A: QTY:15 R1C: QTY: 18 SR-2210 Retaining Walls: R6A: QTY: 8 R7A: QTY: 4 R8: QTY: 16	Clean and Paint Piles	Coating Inspection by NACE 2	80	$ -	-	Caifornia	0	$ 600.00	16	PQWP review, pre-paint meeting, inspection coordination, report review	$ 15,998.97
	SIQMP Engineering Works For 12 Months Duration											
N/A	SIQMP Preperation and Approval, Revisions, and Addendums			0	$ -	N/A	N/A	0	$ -	30	Submitting SIQMP to Caltrans and responding to comments + 2 Addendums	$ 6,817.25
N/A	Typical SMR work such as response ding to QAF-3101 and issuing 28/608 forms during the course of project, Resolving NCRs, attend construction meeting, etc.			0	$ -	N/A	N/A	0	$ -	24	Misc. SMR work for average of 2 hour per month	$ 5,453.80
N/A	Caltrans Monthly SIQMP Summary Report			0	$ -	N/A	N/A	0	$ -	24	Preparing monthly SIQMP report for duration of the project average 2 hours per month	$ 5,453.80
N/A	Caltrans METS quarterly IQA audit and response to audit			0	$ -	N/A	N/A	0	$ -	12	Caltrans Quarterly IQA audits - 4 hours for duration of each audit	$ 2,726.90

Total Hours	144				40		130	**Total Cost**	$ 62,896.56
Total Cost	$ 21,173.58	$ 1,100			$ 5,881.55	$ 5,200	$ 29,541.42	**Based on regular rate**	

ZTC Hourly Rate	**Engineering Average Regular hourly rate**	**227.24 $/hr**
	Source Inspection Average Regularly hourly rate	**147.04 $/hr**

*	**These cost estimates are not intended to be lump sums or guaranteed costs.**
**	**Material source location will be set by the Prime Contractor and their subs.**

Source Inspection Scope *

Item No.	Item Description	Sub. Items	Inspection Type	Inspection Hours	Approx. Testing Budget	Testing Components	Prob. Source Location **	Estimated Travel Hours	Approx. Travel Budget	Engineering Hours	Engineering Function	Approx. Cost per Item
	Soldier Piles	Stud Welding	CWI Inspection	40	$ -	-	Jobsite	0	$ -	8	Pre-weld meeting, inspection coordination, report review	$ 7,699.48
		Field Painting	Coating Inspection by NACE 2	40	$ -	-	Jobsite	0	$ -	8	PQWP review, pre-paint meeting, inspection coordination, report review	$ 7,699.48
	SIQMP Engineering Works For 12 Months Duration											
N/A	SIQMP Preperation and Approval, Revisions, and Addendums			0	$ -	N/A	N/A	0	$ -	0	Submitting SIQMP to Caltrans and responding to comments + 2 Addendums	$ -
N/A	Typical SMR work such as response ding to QAF-3101 and issuing 28/608 forms during the course of project, Resolving NCRs, attend construction meeting, etc.			0	$ -	N/A	N/A	0	$ -	0	Misc. SMR work for average of 2 hour per month	$ -
N/A	Caltrans Monthly SIQMP Summary Report			0	$ -	N/A	N/A	0	$ -	0	Preparing monthly SIQMP report for duration of the project average 2 hours per month	$ -
N/A	Caltrans METS quarterly IQA audit and response to audit			0	$ -	N/A	N/A	0	$ -	0	Caltrans Quarterly IQA audits - 4 hours for duration of each audit	$ -

Total Hours	**80**				**0**		**16**	**Total Cost**	
Total Cost	**$ 11,763.10**	**$ -**			**$ -**	**$ -**	**$ 3,635.87**	**Based on regular rate**	**$ 15,398.97**

ZTC Hourly Rate	**Engineering Average Regular hourly rate**	**227.24 $/hr**
	Source Inspection Average Regularly hourly rate	**147.04 $/hr**

*	**These cost estimates are not intended to be lump sums or guaranteed costs.**
**	**Material source location will be set by the Prime Contractor and their subs.**

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

Revised July 8, 2025

Mr. Alejandro Virgen, EIT
Bridge & Structure
David Evans and Associates (DEA)
2100 South River Parkway
Portland, OR 97201

Subject: **REVISED CHANGE ORDER REQUEST TO CONTINUE PROVIDING GEOTECHNICAL AND MATERIAL TESTING SERVICES DURING CONSTRUCTION**
San Sevaine Bike Trail, Phase 1- Pacific Electric (PE) Trail to Banyan Street
Cities of Fontana and Rancho Cucamonga, San Bernardino County, CA
Converse Project No. 16-81-232-00 (30)

Dear Mr. Virgen:

This revised change order supersedes our last change order submitted on May 22, 2025. As part of DEA's team Converse Consultants (Converse) has been providing geotechnical and material testing services during the construction of the San Sevaine Bike Trail, Phase 1 from Pacific Electric Trail to Banyan Street.

Based on our revised proposal dated November 20, 2023, Converse was issued a contract by DEA on June 6, 2024, in the amount of $71,820.00. The original scope primarily included on-call geotechnical inspections for the retaining walls located within the Caltrans right-of-way (see scope of work below). Subsequently, on or around September of 2024, the jurisdiction's representative requested an expansion of the scope to include material testing and geotechnical inspections for the entire project, both within and outside of the Caltrans right-of-way. Additionally, it was requested that Converse provide full-time on-site support for the duration of construction. These expanded responsibilities are reflected in the scope of work hours versus the allocated budget, as shown below.

The cost summary and breakdown from our revised November 20, 2023 proposal is presented below.

Cost Summary

Item	Cost
Field Services Costs	$52,800.00
Laboratory Testing Costs	$4,380.00
Office Support Costs	$14,640.00
TOTAL	**$71,820.00**

The breakdown of our scope and cost showing the proposed and actual hours and cost up to July 4, 2025, is presented in the table below.

Field Services Costs

Service Type	Proposed Units (Hrs.)	Proposed Cost	Expended (Hrs.)	Expended Cost	Difference
Observe installation of drilled shaft and ground anchors	100	$15,000.00	369	$55,350.00	$40,350.00
Observe construction of diaphragm wall	100	$15,000.00	20	$3,000.00	$12,000.00
Observe pull test of ground anchors	32	$4,800.00	0	$0.00	$4,800.00
Observe fill placement and take in-place density test	76	$11,400.00	664.5	$99,675.00	$88,275.00
Aggregate base and asphalt concrete	4	$600.00	4	$600.00	$0.00
Test quality of fresh concrete & make cylinders	40	$6,000.00	418	$62,700.00	$56,700.00
Observe Placement of Rebar	0	$0.00	46	$6,900.00	$6,900.00
Sample Pick-Up	0	$0.00	146.6	$7,330.00	$7,330.00
Shoring/Lagging Inspection	0	$0.00	150	$22,500.00	$22,500.00
Field Services Cost Total		**$52,800.00**	-	**$258,055.00**	**$205,255.00**

Laboratory Testing Costs

Type of Tests	Proposed No. of Tests	Proposed Cost	Actual No. of Tests	Actual Cost	Difference
Modified proctor for optimum moisture and density (soil sample)	8	$1,520.00	1	$190.00	$1,330.00
Modified proctor for optimum moisture and density (aggregate base sample)	2	$400.00	1	$200.00	$200.00
Compressive Strength Tests of Concrete Cylinder	40	$1,800.00	324	$14,580.00	$12,780.00
Hveem test of asphalt concrete	3	$660.00	0	$0.00	$660.00
Laboratory Testing Cost Total		**$4,380.00**	-	**$14,970.00**	**$10,590.00**

Office Support Costs

Type of Activity	Proposed Units (Hrs. & Lump Sum)	Proposed Cost	Expended No. of Units (Hrs. & Lump Sum)	Expended Cost	Difference
Office support	40 Hrs.	$3,000.00	232.9	$17,467.50	$14,467.50
Staff Professional (Includes Field Anchor Testing)	0 Hrs.	$0.00	94.5	$13,230.00	$13,230.00
Project Manager	32 Hrs.	$5,440.00	8.8	$1,496.00	$3,944.00
Project Professional	0 Hrs.	$0.00	77.5	$12,400.00	$12,400.00
Principal Professional	20 Hrs.	$4,200.00	60.5	$12,705.00	$8,505.00
Project Consultant	0 Hrs.	$0.00	3	$300.00	$300.00
Density test results report preparation (if needed)	1 Lump Sum	$2,000.00	0	$0.00	$2,000.00
Office Support Cost Total		**$14,640.00**	-	**$57,598.50**	**$42,958.50**

Total Overage Summary as of July 4, 2025

Services	Costs
Field Services Cost Overage	$205,255.00
Laboratory Testing Cost Overage	$10,590.00
Office Support Cost Overage	$42,958.50
Total Cost Overage	**$258,803.50**

SCOPE OF WORK AND FEE ESTIMATE TO PROJECT COMPLETION

Per Mr. Robert Eisenbeisz's e-mail dated July 1, 2025, the following services will be required before project completion:

- Wall R6 (Footing Pour, Rebar/Wall Pour
- Retaining Curb/Wall at R1C By-Pass
- LDCC Backfill at Wall R6
- Finish Grading/Compaction
- PCC Gutter at Top of Walls
- Slope Paving at SR 210
- AC Paving on Trail
- Slurry Seal on Trail

Our estimated cost to provide services until project completion is presented in the tables below.

Field Services Costs (Project Completion)

Service Type	Unit	Total Units	Unit Rate	Cost
Observe and/or test Soils, Concrete, Rebar and Asphalt	Hr.	160	$150.00	$24,000.00
Sample Pick-Up	Hr.	16	$50.00	$800.00
Field Services Cost Total (Project Completion)				**$24,800.00**

Laboratory Testing Costs (Project Completion)

Type of Tests	Number of Tests	Cost Per Test	Total Cost
Modified proctor for optimum moisture and density (soil sample)	2	$190.00	$380.00
Compressive Strength Tests of Concrete Cylinder	80	$45.00	$3,600.00
Hveem test of asphalt concrete	2	$220.00	$440.00
Laboratory Testing Cost Total (Project Completion)			**4,420.00**

Office Support Costs (Project Completion)

Type of Activity	Unit	Total Units	Unit Rate	Total Cost
Office support	Hr.	20	$75.00	$1,500.00
Project Professional	Hr.	10	$160.00	$1,600.00
Principal Professional	Hr.	4	$210.00	$2,100.00
Project Close-Out Report (if needed)	Lump Sum	1	$2,000.00	$840.00
Office Support Cost Total (Project Completion)				**$6,040.00**

Cost Summary (Project Completion)

Services	Cost
Field Services Costs	$24,800.00
Laboratory Testing Costs	$4,420.00
Office Support Costs	$6,040.00
TOTAL (Project Completion)	**$35,260.00**

TOTAL CHANGE ORDER REQUEST

Item	Amount
Overage Amount Up to July 4, 2025	$258,803.50
Costs to Provide Services to Project Completion	$35,260.00
TOTAL CHANGE ORDER REQUEST COST	**$294,063.50**

ASSUMPTIONS

In general, our fees are based on the following conditions and assumptions described below.

- The hours assigned to each task in the above tables are estimates. It may vary depending on the contractor's schedule and sequencing of activities.
- Our services will be performed on a time-and-materials basis in accordance with the unit rates presented in the above table.
- When full-time observation by a Converse representative is not required, the testing services described above will be performed on a test-results-only basis at the request of your authorized representative, who will be responsible for coordinating our services with the construction schedule. No comments regarding compaction procedures or observations will be made for test-results-only services.
- For on-call services, the test locations will be prepared and ready for testing by Converse field personnel upon their arrival at the site.
- Work will be conducted during an 8-hour day at the site. Overtime will be charged at 1.5 times the regular hourly rate.
- All requests for field service should be received by this office not less than one working day (24 hours) prior to the time the services are to be performed.
- There will be a 2-hour minimum charge in case of work cancellation after our field personnel have been dispatched.
- There may be a 2-hour minimum charge if services are cancelled within 6 hours of the scheduled call out time.
- There will be a 4-hour minimum call out time for inspections lasting less than 4 hours. After 4-hours, time is charged as time on-site.
- The contractor and/or client will be responsible for excavating and backfilling all test locations.
- Our field representative will not direct, supervise or lay out the work of the contractor.
- Our services will not include a review of the contractor's safety measures on or near the job site.
- If any additional inspection or laboratory testing is required, it will be performed in accordance with the attached *Schedule of Fees*.
- Converse field reports will be provided to your authorized representative in the field daily as the testing is completed. The field reports will summarize test results and time charged per day, and document work performed.
- Meetings and consultations not described above, which are requested by the client, are not included in the cost summary, but will be charged on a time-and-materials basis in accordance with the attached *Schedule of Fees*.
- Should additional services be required other than those presented herein, we will discuss the matter with you. If requested, we will prepare a detailed proposal and cost estimate

for such services. Additional services will not be performed without prior written authorization.

- No services will be provided prior to our signature of an agreement with you. No additional work required will be provided without written authorization and a budget amendment from your authorized representative.

CLOSURE

Our services will be provided in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we are informed otherwise, we will assume that these conditions are acceptable to you.

This proposal will expire 60 days from its issuance, if not accepted at that time. Our billing rates are reviewed at the beginning of each year and are subject to adjustment.

Please sign 2 copies of the Acceptance of Agreement and Authorization to Proceed at the end of this proposal. Retain one copy of this proposal for your files and return one signed copy to our office to formally authorize our services.
We understand that this is a Prevailing Wage project as determined by the local Labor Code. Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated in the authorization. Subsequent additions or changes should be likewise mutually agreed upon and submitted in writing with appropriate authorization.

Converse has the resources to meet your project schedule. We will ensure that personnel with appropriate background and experience are assigned to this project. We will also ensure that all deliverables are submitted on schedule.

We appreciate the opportunity to be of service on this very important project. If you have any questions, or if we can provide any additional assistance, please call the undersigned at 909-474-2847.

CONVERSE CONSULTANTS

Hashmi Quazi, PhD, PE, GE
Principal/Regional Manager

Dist.: 1/Addressee (e-mail)
Encl.: *Schedule of Fees and General Conditions*
HSQ/kvg/dne

REVISED CHANGE ORDER REQUEST TO CONTINUE PROVIDING GEOTECHNICAL AND MATERIAL TESTING SERVICES DURING CONSTRUCTION

San Sevaine Bike Trail, Phase 1- Pacific Electric (PE) Trail to Banyan Street

Cities of Fontana and Rancho Cucamonga, San Bernardino County, CA
Converse Project No. 16-81-232-00 (30)

ACCEPTANCE OF AGREEMENT AND AUTHORIZATION TO PROCEED[3]	
Firm Name:	*(Client)[1]*
By:	*(Print Name)*
	(Signature)
Title:	*Date:*
Telephone No. ( )	*Email:*
P.O. No./Billing Instructions[2]:	

1 Invoices to be sent to the Client, who shall be responsible for payment thereof, unless notified otherwise. The Client is represented by a person with authority to financially commit to the scope of work herein and acknowledges that the person signing has read and understands the enclosed General Conditions.

2 Billing requirements, including backup documentation, should be mutually agreed upon and indicated here. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

3 Converse has been informed by the Client that this is a prevailing wage project for geotechnical services as determined by local Labor Code Sections 1770-1780.

DAVID EVANS
AND ASSOCIATES INC.

September 18, 2024

Robert Eisenbeisz
Kimberly Young, PE, Senior Civil Engineer
City of Fontana
8353 Sierra Ave.
Fontana, CA 92335

SUBJECT: LANDSCAPE ARCHITECTURAL SERVICES FOR THE DEVELOPMENT OF SAN SEVAINE TRAIL INTERPRETIVE SIGNAGE

Dear Robert and Kimberly,

On behalf of David Evans and Associates, Inc. (DEA), we are pleased to provide you with a proposal for landscape architectural services for the development of interpretive signage (including text and graphics) to be placed near the future trailhead at Banyan Street. This information will be 'fabrication-ready' such that it can be provided to a sign manufacturer in order to fabricate the desired signage.

At this time, we anticipate preparing three total sign graphics at maximum dimensions of 24” x 18”. The first sign will include a colored plan view of the trailhead at Banyan Street (prepared as part of this scope) indicating the location of three unique interpretive signs with content that focuses on the San Bernardino Kangaroo Rat (SBKR). This first sign may include overview information about the SBKR such as its diet, reproduction and life span.

A second sign may include habitat information (Alluvial Floodplains, with an emphasis on Riversidean Alluvial Fan Sage Scrub plant community and associated flora species) and the SBKR’s conservation status (endangered). A third sign may highlight population trends, threats and context to the project site. We anticipate that these signs may be located at either end of the mitigation area and perhaps one at a mid-way point. No more than three mockup signs will be prepared for review by the City. The following summarizes the steps needed:

- Prepare Draft Text of Signage Content
- Prepare Draft Mock Signage Layout with Text and Images (Two Revisions Maximum)
- Prepare Final Signage Layout (One Revision Maximum)
- Provide Fabrication-Ready Artwork (High-Resolution Digital File Delivery)
    - Exact location of signs shall be per already-prepared civil plans (Delta 3 Set) for the project unless otherwise directed by the City. Sign manufacturer shall provide construction details for sign frame, installation, and attachment to the contractor for

fabrication and installation. (DEA recommends utilizing Fossil Graphics or approved equal).

The interpretive signs may contain some or all of the following elements: text, maps, photographs, drawings, and if available historical information or photographs related to the mitigation area. Please note that in most instances, we will need to purchase a license to use photographs or other graphics such that we have included those anticipated fees in our reimbursable expenses.

Revisions and/or meetings beyond those stated above are subject to additional fee.

DEA proposes a fee of **$16,805 in addition to $600 in reimbursables** *(estimate only).* Invoices will be due and payable within 30 days and will be sent monthly based upon the percentage of work completed. Government fees, mileage, delivery costs such as Federal Express charges and plotting / reproduction services, and costs for online stock photos are considered reimbursable fees and will be billed to you at cost plus 15%. Any service requested which does not fall within the scope of services listed, or any duplication of work due to changes desired by the City, will be performed on an "Extra Services" basis and negotiated accordingly. This proposed fee shall be valid for 90 days from the date of this letter.

DEA would be pleased to assist the City of Fontana on this project and thank you once again for your consideration of our qualifications. We can begin the work immediately following an approved change order and a notice to proceed. We look forward to discussing this proposal with you.

DAVID EVANS AND ASSOCIATES, INC.

Kim S. Rhodes

Kim S. Rhodes, L.A. 3867
Vice President

Rachel Wells

Rachel Wells
Project Landscape Designer

File #: 25-0467
Agenda #: V.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve Measure I Five-Year Capital Project Needs Analysis for Fiscal Years 2026/2027 - 2030/2031

RECOMMENDATION:
Adopt **Resolution No. 2025-089**, adopting the Fiscal Years 2026/2027 - 2030/2031 Measure I Five-Year Capital Project Needs Analysis (CPNA).

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:
San Bernardino County Transportation Authority (SBCTA) is responsible for administering the San Bernardino County Measure I Program in which projects receive funding through Local Pass-through Program or Major Streets Program. The City of Fontana receives and utilizes funds through the two (2) Measure I Programs for transportation-related projects.

The Capital Project Needs Analysis (CPNA) list identifies the projects that will be funded by the Major Streets program with a five-year projection. Annually, SBCTA requires local jurisdictions to complete an update of these five-year programs identifying the projects to be funded. Projects include major roadway improvements such as Foothill Boulevard Widening (Hemlock to Almeria Avenues), Citrus Avenue Modifications at SR-210, Etiwanda Avenue at Slover Avenue Intersection Widening, and Westgate Improvements at Cherry Avenue. The use of Major Streets Program funds in the Measure I Program requires funds from the local Development Impact Fee to match at a ratio of 32.1%.

The projects named in the CPNA list are identified independently from the Local Pass-Through Program List, referred to as the Five-Year Capital Improvement Program (CIP) List that was approved by the City Council on July 22, 2025.

FISCAL IMPACT:

Under the Measure I Program, there are two areas of funding for projects: the Local Pass-Through Program identified as Fund 246 and the Major Streets Program identified as Fund 245. The Five-Year Local Pass-Through Program was approved by the City Council on July 22, 2025.

The Measure I Major Streets Program is reimbursed by SBCTA as work is completed. The required 32.1% match by the City will ultimately be funded by Development Impact Fees. The budgets for the projects listed on the CPNA will be established as each individual project moves forward, providing full funding details.

MOTION:
Approve staff recommendation.

RESOLUTION NO. 2025-089

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA ADOPTING THE MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FISAL YEARS 2026/2027 - 2030/2031.

WHEREAS, San Bernardino County voters approved passage of Measure I in November 2004, authorizing the San Bernardino County Transportation Authority to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 04-01 of the Authority; and

WHEREAS, the Strategic Plan requires each local jurisdiction applying for revenue from the Local Street Program to annually adopt and update a Five-Year Capital Project Needs Analysis.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fontana, that the Measure I Five-Year Capital Project Needs Analysis for Fiscal Years 2026/2027 through 2030/2031, attached to this resolution as Exhibit "A", is hereby adopted.

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

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

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

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk of the City of Fontana

Mayor of the City of Fontana

ATTEST:

City Clerk

Capital Project Needs Analysis

City of Fontana

Valley Arterial Sub-Program

Nexus Project Cost	**$ 14,377,000**
Dev. Loan?	**No**
5-Year Advance?	**No**
Public Share:	**67.9%**
Dev. Share:	**32.10%**

Project Information	Phase	Funding	PRIOR*	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FUTURE
Widen Sierra Ave. from Foothill Blvd to Baseline Ave. (37603281)	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$0.00**							
$21,343,063.00	**Fund Type:**	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$506,136.85		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial		$ -	$ -	$ -	$ -	$ -	$ -
Comments:		DEV FEE		$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$746,393.87**							
	Fund Type:	MSI Arterial	$ 506,136.85	$ -	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ 240,257.02	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2023/2024 expenses.

Capital Project Needs Analysis

City of Fontana

Valley Arterial Sub-Program

Nexus Project Cost	**$ 16,522,000**
Dev. Loan?	**No**
5-Year Advance?	**No**
Public Share:	**67.9%**
Dev. Share:	**32.10%**

Project Information	Phase	Funding	PRIOR*	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FUTURE
Widen Foothill Blvd from Hemlock to Almeria. (37603333)	**PA&ED**								
	Total Cost:	**$413,614.00**							
	Fund Type:	MSI Arterial	$ 280,844.00	$ -	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ 132,770.00	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
$4,230,000.00	**Total Cost:**	**$3,430,000.00**							
	Fund Type:	MSI Arterial	$ 2,328,970.00	$ -	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ 1,101,030.00	$ -	$ -	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$2,609,814.00		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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Capital Project Needs Analysis

City of Fontana

Valley Arterial Sub-Program

Nexus Project Cost	**$ 9,643,000**
Dev. Loan?	**No**
5-Year Advance?	**No**
Public Share:	**67.9%**
Dev. Share:	**32.10%**

Project Information	Phase	Funding	PRIOR*	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FUTURE
Widen Slover Ave. from Etiwanda Ave to 800' e/o Etiwanda from 2 to 4 lanes (37603350)	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$0.00**							
$13,147,629.00	**Fund Type:**	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$5,563,638.00		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$452,195.00**							
	Fund Type:	MSI Arterial	$ 307,040.00	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		DEV FEE	$ 145,155.00	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$10,888,071.00**							
	Fund Type:	MSI Arterial	$ 5,256,598.00	$ -	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ 2,485,077.00	$ -	$ -	$ -	$ -	$ -	$ -
		OTHER	$ 3,146,396.00	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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Capital Project Needs Analysis

City of Fontana

Valley Arterial Sub-Program

Nexus Project Cost	**$ 1,195,000**
Dev. Loan?	**No**
5-Year Advance?	**No**
Public Share:	**67.9%**
Dev. Share:	**32.10%**

Project Information	Phase	Funding	PRIOR*	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FUTURE
Citrus Ave. widening at SR - 210 (37600039)	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
$620,000.00	**Total Cost:**	**$249,705.00**							
	Fund Type:	MSI Arterial	$ 169,550.00	$ -	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ 80,155.00	$ -	$ -	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$420,980.00		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$370,295.00**							
	Fund Type:	MSI Arterial	$ 251,430.00	$ -	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ 118,865.00	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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Capital Project Needs Analysis

City of Fontana

Valley Arterial Sub-Program

Nexus Project Cost	**$ 5,625,000**
Dev. Loan?	**No**
5-Year Advance?	**No**
Public Share:	**67.9%**
Dev. Share:	**32.10%**

Project Information	Phase	Funding	PRIOR*	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FUTURE
Westgate (37600042). Widen Cherry Ave (Baseline Ave to So. Highland Ave 4 to 6 lanes).	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$0.00**							
$3,900,000.00	**Fund Type:**	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$1,302,865.00		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Project Cost is for both Cherry Ave (Baseline Ave to So. Highland Ave) and Walnut Ave (i-15 to San Servaine).		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$1,918,800.00**							
	Fund Type:	MSI Arterial	$ 1,302,865.00	$ -	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ 615,935.00	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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Capital Project Needs Analysis

City of Fontana

Valley Arterial Sub-Program

Nexus Project Cost	$ 5,806,000
Dev. Loan?	No
5-Year Advance?	No
Public Share:	67.9%
Dev. Share:	32.10%

Project Information	Phase	Funding	PRIOR*	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FUTURE
Westgate (37600042). Widen Walnut Ave (I-15 to San Sevaine 2 to 4 lanes).	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$0.00**							
$3,900,000.00	**Fund Type:**	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$1,345,235.00		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Project Cost is for both Cherry Ave (Baseline Ave to So. Highland Ave) and Walnut Ave (i-15 to San Servaine).		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$1,981,200.00**							
	Fund Type:	MSI Arterial	$ 1,345,235.00	$ -	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ 635,965.00	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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Capital Project Needs Analysis

City of Fontana

Valley Arterial Sub-Program

Nexus Project Cost	**$ 12,857,000**
Dev. Loan?	**No**
5-Year Advance?	**No**
Public Share:	**67.9%**
Dev. Share:	**32.10%**

Project Information	Phase	Funding	PRIOR*	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FUTURE
Intersection Widening at Santa Ana Ave. / Juniper Ave. Santa Ave. and Juniper Ave. TS (37600054)	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$100,000.00**							
$870,000.00	**Fund Type:**	MSI Arterial	$ 67,900.00	$ -	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ 32,100.00	$ -	$ -	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$590,730.00		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$770,000.00**							
	Fund Type:	MSI Arterial	$ 522,830.00	$ -	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ 247,170.00	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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Capital Project Needs Analysis

City of Fontana

Valley Arterial Sub-Program

Nexus Project Cost	$ 11,601,000
Dev. Loan?	No
5-Year Advance?	No
Public Share:	67.9%
Dev. Share:	32.10%

Project Information	Phase	Funding	PRIOR*	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FUTURE
Widen Foothill Blvd from Citrus Ave. to Maple Ave. from 4 to 6 lanes. Cypress Storm Drain (37603361)	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$0.00**							
$21,608,343.00	**Fund Type:**	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$230,860.00		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
This project is being funded by multiple funding sources. Fund 622- Storm Drain Fund has allocated $11,736,715 and Fund 302 - ARPA has allocated $7,340,000 forths project.		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$21,608,344.00**							
	Fund Type:	MSI Arterial	$ 230,860.00	$ -	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ 109,140.00	$ -	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ 1,900,000.00	$ -	$ -	$ -	$ -	$ -	$ -
		OTHER	$ 11,729,715.00	$ -	$ -	$ -	$ -	$ -	$ -
		OTHER	$ 7,340,000.00	$ -	$ -	$ -	$ -	$ -	$ -
		MI LOCAL ST	$ 298,629.00	$ -	$ -	$ -	$ -	$ -	$ -
		Other:		$ -	$ -	$ -	$ -	$ -	$ -

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File #: 25-0472
Agenda #: W.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Public Works

SUBJECT:
Approve Contract Change Order #2 for the Demolition of Existing Concrete Pad, Installation of New Concrete Pad and Walkway at North Tamarind Park Project (SB-116-PW-23).

RECOMMENDATION:
Authorize the City Manager to approve Change Order #2 with Western State Builders, Inc. in the amount of $147,153.37 for the Demolition of Existing Concrete Pad, Installation of New Concrete Pad and Walkway at North Tamarind Park Project (SB-116-PW-23).

COUNCIL GOALS:

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

DISCUSSION:
On June 13, 2023, the City Council awarded a construction contract to Western State Builders, Inc. in the amount of $249,229.00 for the purchase and installation of three (3) Metal Picnic Shelters and authorized a 10% contingency in the amount of $24,923.00. One (1) picnic shelter was to be installed at Miller Park and the other two (2) picnic shelters would be installed North Tamarind Park.

In November 2023, Change Order No. 1 was executed to delete the purchase and installation of the picnic shelter at Miller Park to minimize areas of potential homeless gathering. This Change Order resulted in a net contract decrease of $84,884.00.

Change Order #2 in the amount of $147,153.37 adds the demolition and removal of the existing picnic gazebo at North Tamarind Park, which was not part of the original project scope of work when the bid was issued. Additionally, this change order covers the installation of new concrete pads and walkways, and the demolition and replacement of deteriorated concrete walkways to ensure compliance with ADA standards and path of travel requirements. These additional contract additions were deemed necessary after the contract was awarded to ensure the overall success of the project.

FISCAL IMPACT:
The total contract amount, after incorporating the approved Contract Change Orders, is $311,498.37. The original 10% contingency remains $24,923.00. Following this adjustment, the fiscal impact related to the approval of this change order is $62,269.37, which is available in FY25/26 in project strings 37200005-302-O-8313 and 37200005-302-P-8313.

MOTION:
Approve Staff Recommendation

Change Order Proposal Request

(TO BE COMPLETED BY CONTRACTOR)
(NOT A CHANGE ORDER)

Project:	North Tamarind Park	Change Proposal No:	002 R1
		Bid No:	
Contractor:	Western State Builders 2141 Orange Ave. Escondido, CA 92029	Date:	7/24/2025
To:		Due Date:	

DESCRIPTION OF THE PROPOSED CHANGE:

Combination of Cor 2: Demolition and removal of 1 shade structure and footings $19,680.37
And COR 3: Installation of Concrete 3200SF $127,473.00
Total combine amount $147,153.37

Attachments:

Net Amount of This Proposed Change (Add) DEDUCT (NO CHANGE) *	**$147,153.37**
Net Change in Working Days Due to the Proposed Change (ADD) DEDUCT (NO CHANGE)	**13**

***Attach Detailed Cost Breakdown**

Contractor:

By: _____ Date 7/24/2025

Architect's Review	**Owner's Review**
☐ Recommend Acceptance	☐ Accept
☐ Do Not Recommend Acceptance	☐ Do Not Accept
☐ No Recommendation - Price Marginal	
☐ Other:	
By:	By:
Date:	Date:

Change Order Proposal Request - Cost Breakdown

Project: North Tamarind Park

Date: 7/24/2025

Contractor: Western State Builders

Labor (General Contractor Self-Performed) - attach labor rate sheets				
Date	**Trade Description**	**Rate**	**Hours**	**Ext. Costs**
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
		Labor Subtotal		**$0.00**

Material & Equipment (General Contractor Self-Performed) - attach invoices				
Item Description	**Unit**	**$/Unit**	**Qty**	**Ext. Costs**
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
	Material & Equipment Subtotal			**$0.00**

Subtotal Contractor (Self-Performed) Costs:		$0.00
Overhead/Profit on Direct Costs:	0%	$0.00
General Contractor Total Costs:		**$0.00**

Subcontractor/Supplier Cost Summary - attach supporting proposals/invoices		
CORs	**Unit**	**Costs**
COR 2 Demolition	1	$19,680.37
COR concrete and flatwork Installation	1	$127,473.00
	Sub / Supplier Subtotal	**$147,153.37**

General Contractor O/P on Sub/Supplier Costs:	**0%**	**$0.00**
Subcontractor / Supplier Costs:		**$147,153.37**

General Contractor Total Costs & Total Subcontractor/Supplier Costs		**$147,153.37**
Bond Cost	**0.0%**	**$0.00**
Request for Change Order Total Cost:		**$147,153.37**

Change Order Request

Project:	Tamarind Park Shade Project	Change Proposal No:	2
		Project No:	
Contractor:	Western State Builders Inc 2141 Orange Ave. Escondido, CA 92029	Date:	10/28/2024
To:	City of Fontana	Due Date:	TBD

Please submit an itemized quotation for changes in your Subcontract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. The COR shall include any additional time required to complete the project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule. If contractor fails to requestr a time extensionin a COR, the the contractor is thereafter precluded from requesting or claiming delay. This COR contains all cost compensation due the contractor for the scope of work as defined within contract change directive including all general conditions.

DESCRIPTION OF THE PROPOSED CHANGE:

Demolition and disposal of 1 Shade Structure including Foundations. Sawcut, existing concrete pad to remove foundations. Place new concrete to patch back where foundations were removed and new ones were installed

Attachments:

Net Amount of This Proposed Change (Add) DEDUCT (NO CHANGE) *	**$19,680.37**
Net Change in Working Days Due to the Proposed Change (ADD) DEDUCT (NO CHANGE)	**4**

***Attach Detailed Cost Breakdown**

Contractor:

By: Julian Moen Date 10/29/2024

Architect's Review	**Owner's Review**
☐ Recommend Acceptance	☐ Accept
☐ Do Not Recommend Acceptance	☐ Do Not Accept
☐ No Recommendation - Price Marginal	
☐ Other:	
By:	By:
Date:	Date:

Western State Builders Inc.

Date: 4/3/2025
Proposal #: 2025-057

Address: Tamarind Park Fontana
Project: sb-116-pw-23

Project Number: sb-116-pw-23
DIR Number: 1000706410
Ca Lic 1069677
SLBE Number: 17WS1776
Western State Builders proposes to provide all labor/Material to complete the work listed for the above referenced project.

DESCRIPTION OF WORK	Estimated Cost
Provide labor and equipment to install owner provided equipment per plans and specs. To include: Install of the Concrete slab for (2) concrete slabs for poligon pavilians 3200 SF	$127,473

Add-alt Coordinate delivery of equipment and unload at project site.

CONDITIONS, STIPULATIONS, and EXCLUSIONS

- ☐ Proposal only includes the items listed on Description of Work above.
- ☐ Any additional work requested will be billed at the Western State Builder's current rental rates.
- ☐ All quantities to be measured and approved by the project superintendent/ Owner prior to billing.
- ☐ Western State Builders is not responsible for the changes made to Western State Builders plans.
- ☐ Quote is good for 90 Days of date listed above
- ☐

Exclude: Permits, Bonds, Inspections, Fees, Equipment, Freight, Storage, unloading, Rock/Concrete/Asphalt Drilling/Saw cutting, Special Inspections, Cave ins/rock pockets, Survey/control, Staking, irrigation and landscape repairs, Custom Concrete Colors, Spoils Export, Dewatering/ground water, Soils Report Review, Rebar in footings unless otherwise shown, Temp power and water, traffic control, Operations to prepare site for WSB; adequate access for equip. and personnel, 5% retention max, OCIP deduct. Proposal includes 1 mobilization

Western State Builders looks forward to working with your company. If you have any questions

File #: 25-0476
Agenda #: X.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Final Acceptance of the Downtown Parking Structure Project (SQ-24-DE-23-01)

RECOMMENDATION:
Accept as complete the work performed by Bomel Construction Company, Inc. for the construction of the Downtown Parking Structure Project (SQ-24-DE-23-01).

COUNCIL GOALS:

- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by focusing on relief of traffic congestion.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by creating and promoting community through people, parks, and programs.

DISCUSSION:
On June 13, 2023, City Council awarded the Design-Build Contract for the Downtown Parking Structure Project to Bomel Construction Company, Inc. in the amount of $11,909,993.00, which included $900,000.00 in City-Owned Contingency. On September 10, 2024, City Council approved the increase in City-Owned Contingency in the amount of $800,000.00, increasing the total contract amount to $12,709,993.00 and the City-Owned Contingency to $1,700,000.00. The project was constructed within the existing parking lot of the City's Human Resources Department Building located at 8491 Sierra Avenue, Fontana, CA 92335, and consists of a 4.5-tier parking structure with 323 parking stalls. The intent of the structure is to serve as both public and employee parking for the Civic Campus, as well as the planned Downtown area which is to be revitalized.

Bomel Construction Company, Inc. substantially completed the construction of the project, and the Temporary Certificate of Occupancy was issued on June 5, 2025. The final contract amount is $12,309,796.00, using $1,499,803.00 of the $1,700,000.00 City-Owned Contingency. All work has been completed to the satisfaction of the City of Fontana.

FISCAL IMPACT:
As part of the action to accept the construction of the Downtown Parking Structure Project (#37600035) as complete, the City will take over the operation and maintenance of this public infrastructure. Appropriate funding for the maintenance work is included in the FY 2025-26 revised budget under the Public Works Department, Support Services Division.

MOTION:
Approve staff recommendation.

DOWNTOWN PARKING STRUCTURE PROJECT

0 600 1200

1 inch = 600 feet

File #: 25-0477
Agenda #: Y.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Final Acceptance of the City Hall Renovation Project - Phase I (Fire Annex; SQ-25-DE-23-01)

RECOMMENDATION:
Accept as complete the work performed by PENTA Building Group, LLC for the construction of the City Hall Renovation Project - Phase I (Fire Annex; SQ-25-DE-23-01).

COUNCIL GOALS:

- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by creating and promoting community through people, parks, and programs.

DISCUSSION:
On October 10, 2023, City Council awarded the Design-Build Contract for the City Hall Renovation Project - Phase I (Fire Annex) to PENTA Building Group, LLC in the amount of $25,000,000.00, which included $858,357.00 in City-Owned Contingency. On January 28, 2025, City Council approved the increase in City-Owned contingency in the amount of $1,500,000.00, increasing the total contract amount to $26,500,000.00 and the City-Owned Contingency to $2,358,357.00.

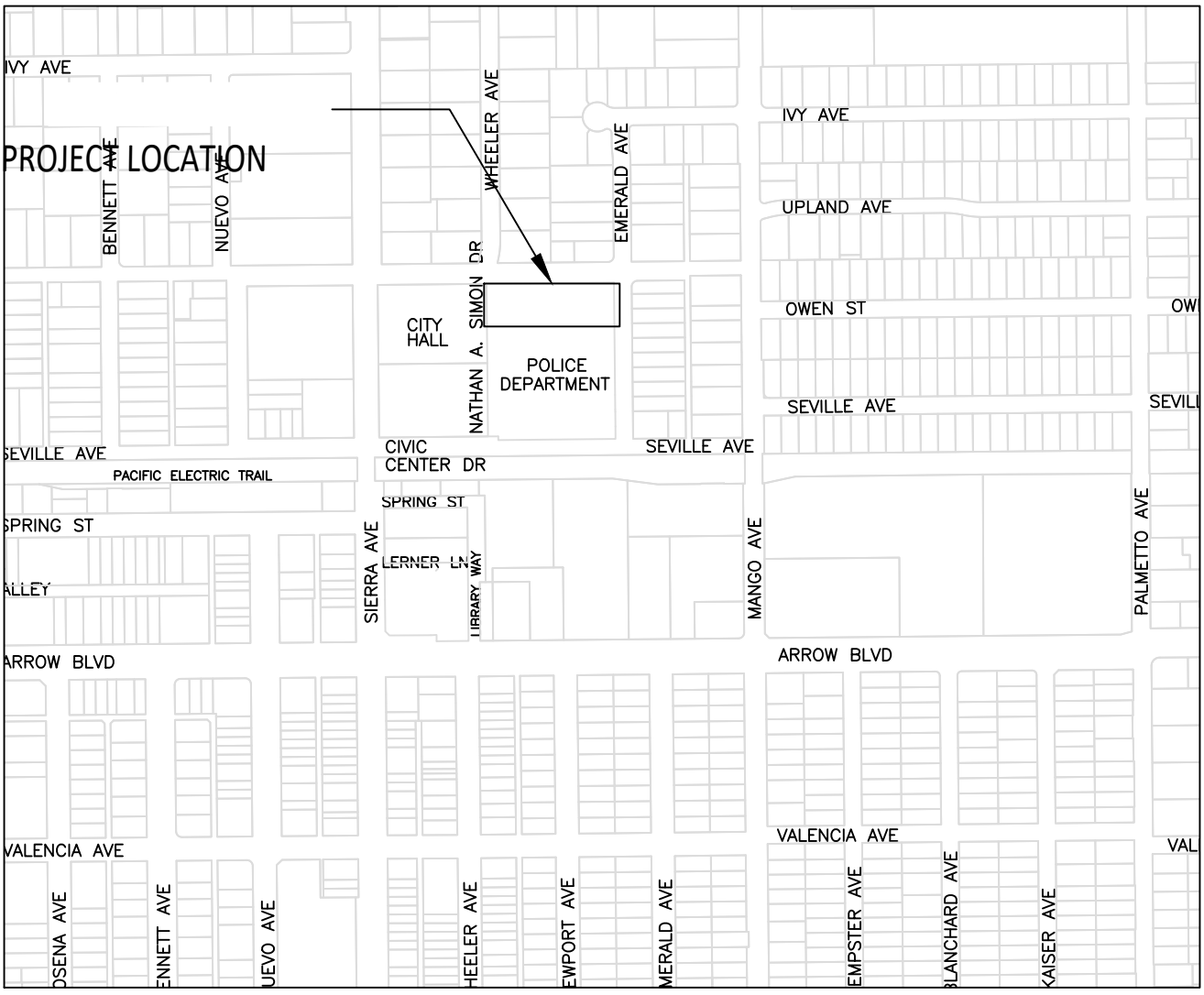
The project is located at 17001 Upland Avenue, Fontana, CA 92335. The project consists of the demolition of the existing one-story Fire Administration Building and constructing a two-story municipal building with a parking structure on the first floor and office spaces on the second floor. Each floor has a footprint of approximately 30,000 square feet. The intent of the building is to serve as office space for City staff, as well as both public and employee parking for the Civic Campus.

PENTA Building Company, LLC substantially completed the construction of the project, and the Temporary Certificate of Occupancy was issued on July 31, 2025. The final contract amount is $26,499,849.02, using $2,358,296.02 of the $2,358,357.00 in City-Owned Contingency. All work has been completed to the satisfaction of the City of Fontana.

FISCAL IMPACT:
As part of the action to accept the construction of the City Hall Renovation Project - Phase I (Fire Annex) (#37600011) as complete, the City will take over the operation and maintenance of this public infrastructure. Appropriate funding for the maintenance work is included in the FY 2025-26 revised budget under the Public Works Department, Support Services Division.

MOTION:
Approve staff recommendation.

CITY HALL RENOVATION PROJECT - PHASE I



8353 Sierra Avenue
Fontana, CA 92335

File #: 25-0478
Agenda #: Z.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Police Department

SUBJECT:
Approve the Single/Sole Source equipment and installation of replacement engine for the Fontana Police Department Airship AS350B2 (N641EG)

RECOMMENDATION:
Approve and authorize the City Manager or his assigned designee to approve the purchase and installation of a replacement engine for the City's police helicopter utilizing Purchasing Policy and Procedure Manual 3.1.5 Non-Competitive Proposal - Single/Sole Source.

Approve purchase in the amount of $872,827.50 from Federal Asset Seizure (Fund 223).

COUNCIL GOALS:
- Improve public safety by increasing operational efficiency, visibility and availability.
- Improve public safety by maximizing fire and emergency medical service resources.

1 Concentrate on Inter-governmental relations by working cooperatively with neighboring jurisdictions.

DISCUSSION:
The Police Department's helicopter is a critical public safety resource used for aerial patrol, suspect apprehension, search-and-rescue, and disaster response. The current engine has reached the end of its manufacturer-recommended service life and is due for replacement to maintain FAA compliance and operational safety standards.

FAA and SAFRAN often allow for extensions to engines based on service records and conditions of current engines. As of late, FAA has been denying all extensions due to Module 4 of the 5-module engine system of the Air Bus AS350B2 helicopter. Despite this current trend, under advisement and the recommendation of SAFRAN, the extension was applied for several months ago. Recently the FAA unfortunately denied the extension. The current remaining time on the helicopter only allows for 1 flight per week, placing a higher use on the remaining aircraft in the fleet. Within 4 months, the AS350B2 engine will be timed out and no longer air worthy under the current conditions.

There is an option to replace Module 4. This will cost approximately $109,742.50. Upon completion the aircraft would need to be resubmitted to FAA for an extension of the engine. Two of the four remaining modules have a service life of 5 months to one year (absent the extension). It is again the opinion of SAFRAN that the extension may be denied. This would require additional costs in the near future, including duplicate costs for removal of old modules and reinstallation of the new modules at

an estimated cost of $610,000, bringing the cost of the (3) modules to $719,742.50.

It is under good advisement from Helisafe, SAFRAN, and the FPD Air Support personnel that complete replacement of all modules is the most efficient way to guarantee safe and full compliance with the FAA in a timely manner. This will also reduce the potential for future cost with the engine and excessive maintenance cost for redundant removal and installation replacing the modules over time. The total cost of one-time replacement of all modules that will all time out within the next two years is $872,827.50.

Timely engine replacement will minimize downtime, prevent costly emergency repairs, and extend the overall service life of all aircraft in the fleet.

FISCAL IMPACT:

The fiscal impact associated with the approval of this item is $872,828 and is not included in the FY25/26 Operating Budget. Funding will be requested during the FY25/26 First Quarter Report from Fund 223 (Federal Asset Seizure) to budget # 22340233.

MOTION:

Approve staff recommendation.

Work Order Form

Helisafe, Inc.		QTY	P/N	Description	Price	Total
5318 E. 2nd St. #499		1		Salus M02 O/H Exchange	$ 65,000.00	$ 65,000.00
Long Beach, CA 90803		1		Salus M03 O/H Exchange	$ 508,000.00	$ 508,000.00
	Date:	1		Salus M04 O/H Exchange	$ 80,000.00	$ 80,000.00
Name: Fontana PD	WO:	1		Salus M05 O/H Exchnage	$ 65,000.00	$ 65,000.00
Address: 17005 Upland Ave	Terms: N/A	1		Salus Free Wheel Shaft O/H Ex.	$ 36,000.00	$ 36,000.00
City/State/Zip: Fontana CA 92335		1		Salus Labor for O/H Exchange	$ 14,000.00	$ 14,000.00
A/C Model: AS350B2	A/C SN: 7169					
A/C Reg: N641EG	MX Hobbs:					
Description of Work	**Hours Worked**					
Removal of the engine	8 hours @ $150/hr					
Crating of the engine	2 hours @ $150/hr					
Installation of the engine	10 hours @ $150/hr					
				Miscellaneous Changes		
				Outside Work		
Services Performed						
				Shipping from Helisafe to Salus	Approx. $1400	
Salus will send crate for the engine						
Helisafe will return the engine crate after O/H				Shipping from Salus to Helisafe	Approx. $1400	
We will need a PO and deposit to reserve the M04						
Please allow a week and a half turn around time						
					Sub Total:	$ 768,000.00
					Labor:	$ 3,000.00
					Tax:	$ 79,027.50
					Shipping:	$ 2,800.00
Work Performed By: Art, Tony and Issac					**Total:**	$ 852,827.50

CITY OF FONTANA
NON-COMPETITIVE SOURCE SELECTION JUSTIFICATION

Contract/Req. No.:	25-00478	**Amendment No.:**		**Requestor:**	Michael Dorsey	**Date:**	9/3/25
Pre-Tax Amount:	$	**Tax:**	$	**Freight:**	$	**Total Amount:**	$ $ 872,827.50
Vendor Name:	Helisafe						

FUNDING SOURCE AND AUTHORIZATION (check as applicable)

City Resources	☐	**Gov't Grant**	☐	**Other**	☑		
Certifications:	**Debarment[4]** ☑	**Anti-Lobby[5]** ☐		**Certificate(s) Attached** ☑	**Not Applicable** ☐		
Fund:	223	**Org Account:**	22340233				
Equipment Screening[6]:	**Yes** ☐	**Not Applicable** ☑			**Title Vests: -**		
Purchase Description:	Airship Engine Replacement						

1. Source Selection - Competition is impracticable (Check appropriate box):

☒ **UNAVAILABLE FROM ANY OTHER SOURCE**. No competitive advantage would be gained from competitive pricing, such as when equipment, goods, materials, supplies, personal property, or services are unique and are only available from one source. (Explain below. Include all contacts made to verify the sole source or single source situation.)

☐ **COOPERATIVE PURCHASING AGREEMENT**. This product or service required is being purchased under a cooperative purchasing agreement. (Explain below).

☐ **SAME PRICE PURCHASED BY ANOTHER PUBLIC AGENCY**. The product or service required was awarded a bid by another public agency that has purchasing procedures substantially similar to those that the city would have been required to use, and the vendor offers the same price(s) to the city that it offered to the other agency.

☐ **EMERGENCY**. This product or service required is due to an emergency, determined by the City Manager, which could not have been anticipated and critical need precludes any form of competition. (Purchases more than $100,000 must be presented at the next regular City Council Meeting for ratification by the City Council. Please attach supporting documentation and approval from City Manager).

☐ **OTHER REASON(S)**. (Explain below).

Detail information to support above justification(s):

The helicopter is a critical public safety resource used for aerial patrol, suspect apprehension, search-and-rescue, and disaster response. The current engine has reached the end of its manufacturer-recommended service life and is due for replacement to maintain FAA compliance and operational safety standards.

[4] Applies to purchases under a Federal Grant equal to or more than $25,000
[5] Applies to purchases under a Federal Grant equal to or more than $100,000
[6] Applies to equipment purchases under a Federal Grant equal to or more than $10,000

File #: 25-0480
Agenda #: AA.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
City Manager's Office

SUBJECT:
Award bids for the Fontana Experience Network (FXN Studio) for Design, Build and Installation.

RECOMMENDATION:
Award bid and authorize City Manager to execute an agreement with Devlin Design Group for Stage Studio Design and Installation in the amount of $399,903.84 and authorize a 10% contingency in the amount of $39,990.38 (Bid No. CM-25-168-SP).

Award and authorize City Manager to execute agreement with TV Pro Gear for Systems Design, Integration, and Installation in the amount of $468,860.00 and authorize a 10% contingency in the amount of $46,886 (Bid No. CM-25-168-SP).

COUNCIL GOALS:
- Increase citizen involvement by promoting healthy lifestyle opportunities to residents of all ages.
- Increase citizen involvement by providing the community with information on development projects.

1 Practice sound fiscal management by living within our means while investing in the future.

DISCUSSION:
Fontana Experience Network (FXN), formerly known as KFON, is the official public channel operated by the City of Fontana, delivering civic programming and live government meetings to residents via cable and online platforms. As part of the City's broader modernizations efforts, FXN is expanding its studio and video production capabilities.

The studio will support live and recorded government programming, including public meetings, interviews, community updates, and special programming. Additionally, the project will include the design and installation of a control room, video editing suite, voice-over room, podcast set up, lifestyle talk show set up, and a green screen setup for high quality production value across a variety of formats. The control room will serve as the central hub for managing audio and video feeds.

On May 7, 2025, City of Fontana released the RFP for design, build and installation for the studio (CM-25-168-SP).

Four (4) firms submitted bids, namely, Devlin Design Group, LLC, TV Pro Gear, FX Design Group,

and Arc Systems. The proposals ranged from $271,950 to $468,860.

The proposals received in response to RFP CM-25-168-SP were evaluated and scored against established criteria, including experience with similar government and broadcast studio installations, technical approach and quality of equipment, pricing and overall value to the city, implementation timeline and readiness, and references and support plan.

Following a comprehensive review of all four submittals, staff determined that separating the scope of work between two firms would provide the city with the highest overall value and ensure the successful delivery of the project.

Devlin Design Group, LLC achieved the highest scoring proposal in the category of Scenic Design and Installation services, demonstrating exceptional strength in government and broadcast set design, innovative scenic concepts, and user-friendly layouts that maximize flexibility for multiple program formats. TV Pro Gear achieved the highest scoring proposal in the category of Systems Design, Integration, and Installation services, offering the strongest technical proposal with proven turnkey solutions, deep knowledge of broadcast technology, and a well-defined implementation plan that minimizes downtime and risk.

FISCAL IMPACT:
The total estimated cost of the Fontana Experience Network Studio project is $955,641. Of this amount, $250,000 has been allocated from account number 10510401. The remaining balance of $705,641 will be requested from the PEG Channel Fund Balance as part of the First Quarter Budget Review.

MOTION:
Staff recommends approval.

Bid Summary
FXN Design, Build and Installation Services
CM-25-168-SP

Firm	Score	Rank
Devlin Design Group Denver, Colorado	3.73	1.00
TV Pro Burbank, California	3.60	2.00
FX Design Group Orlando, Florida	2.70	3.00
ARC Burbank, California	1.55	4.00

FXN Studio

City of Fontana, California

Initial Design Concepts / Best Option v01

DEVLIN DESIGN GROUP

Creativity·Knowledge·Innovation

FXN STUDIO DESIGN

Wide Overall Design Concept

Best Tier Version

© 2025 DDG, Inc.

DEVLIN DESIGN GROUP

FXN STUDIO DESIGN

Lifestyle Talk Show Setup – Initial Wide Overall Design Concept

Best Tier Version

© 2025 DDG, Inc.

DEVLIN DESIGN GROUP

FXN STUDIO DESIGN

Podcast Setup – Initial Wide Overall Design Concept

Best Tier Version

© 2025 DDG, Inc.

FXN STUDIO DESIGN

Main Monitor Stand Up Presentation Area – Initial Wide Overall Design Concept

Best Tier Version

© 2025 DDG, Inc.

FXN STUDIO DESIGN

Right Monitor Stand Up Presentation Area – Initial Wide Overall Design Concept

Best Tier Version

© 2025 DDG, Inc.

FXN STUDIO DESIGN

Left Monitor Stand Up Presentation Area – Initial Wide Overall Design Concept

Best Tier Version

© 2025 DDG, Inc.

DEVLIN DESIGN GROUP

FXN STUDIO DESIGN

Left Monitor Stand Up Presentation Area – Initial Wide Overall Design Concept

Best Tier Version

DEVLIN DESIGN GROUP

FXN STUDIO DESIGN

Wide Overall Design Concept

Best Tier Version

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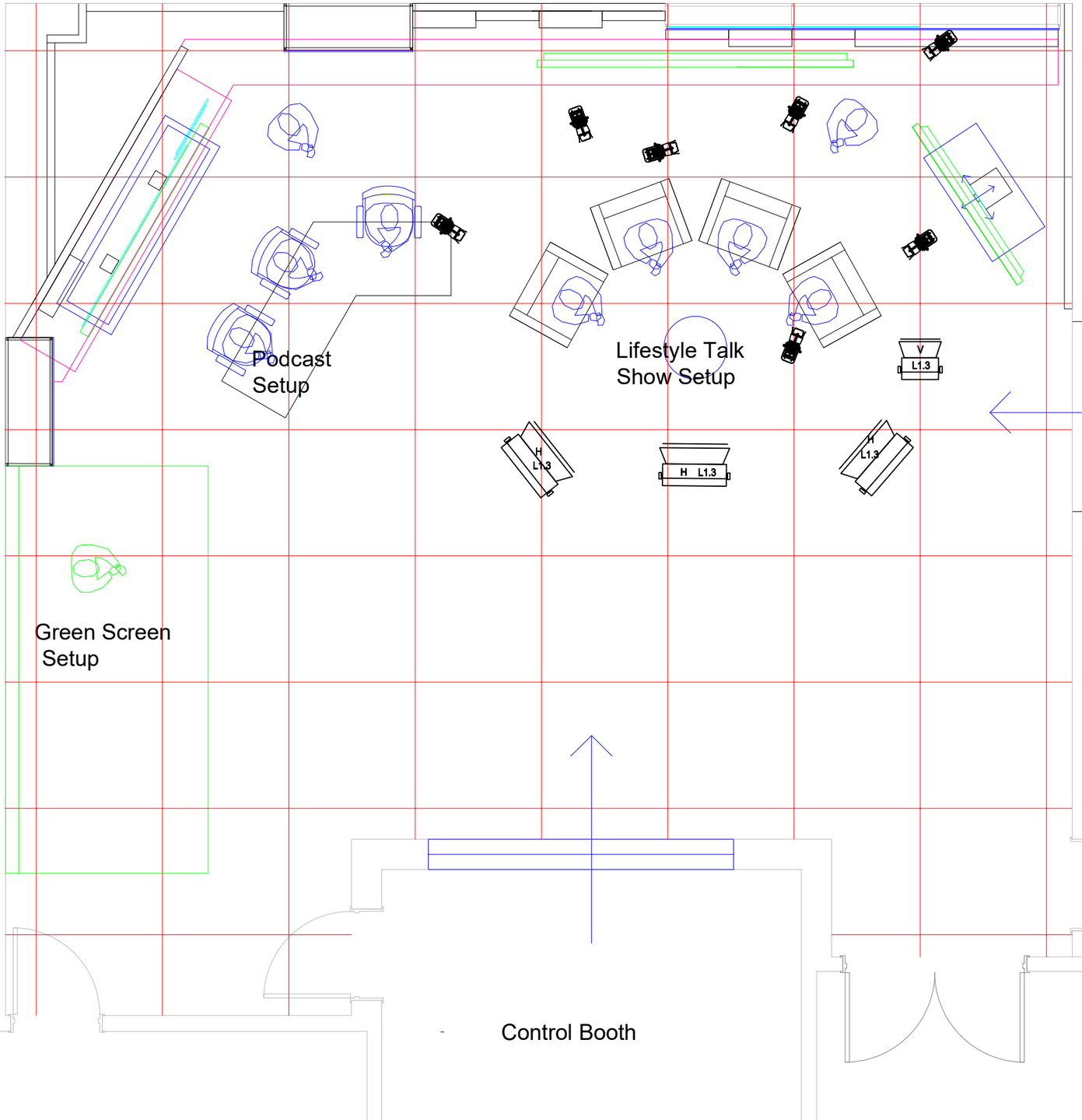
TIER - GOOD



LIFESTYLE SET WITH STANDUP - GOOD

BRIGHTLINE EQUIPMENT SCHEDULE		
DRAWING SYMBOL	QTY	PART NUMBER
H L1.3	3	Brightline SeriesONE L1.3X-VW-H, Horizontal with Intensifier, CS/MF
V L1.3	1	Brightline SeriesONE L1.3X-VW-V, Vertical with Intensifier, CS/MF
	7	Brightline Pup/2 VW Fresnel with barn door and CC, SC

1:	
2:	
3:	
4:	
5:	

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CITY OF FONATANA FXN STUDIO SET LOCATION PLAN

DEVLIN DESIGN GROUP, LLC.
100 Easy Street, Unit #815, Carefree, AZ 85377
Tele: 970-349-5836 Fax: 866-770-6382 WebSite: www.ddgtv.com

DEVLIN DESIGN GROUP

Date:05/27/2025
Scale:
Drawn: KD
Project: FXN
Sheet 1
of 1

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File #: 25-0482
Agenda #: AB.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Police Department

SUBJECT:
Award the Purchase of GARMOR X5 APC UMG Armored Vehicle

RECOMMENDATION:
1. Award bid to GArmor Hmmwv Land, Air & Sea of Las Vegas, NV for the purchase of a new X5 armored vehicle in the amount of $516,561.41 and registration and license fees.

2. Approve an appropriation in the amount of $516,562 from Federal Asset Seizure (Fund 223).

COUNCIL GOALS:
- Operate in a businesslike manner by creating a memorable customer experience with every interaction.

- Operate in a businesslike manner by improving services through the effective use of technology.

DISCUSSION:
The Police Department's Lenco Bearcat armored vehicle is a critical public safety resource that enhances the safety of both police officers and citizens. It is used in response to barricaded suspects, hostage situations, active assaulters, suicidal subjects, and armed suspects in a vehicle. Patrol and SWAT officers commonly use the armored vehicle and must be able to rely on the vehicle to operate safely and effectively to bring dangerous situations to a safe resolve. Our current Lenco Bearcat is over 13 years old and is experiencing negative issues form heavy usage over a long period of time. The flooring in the rear of the bearcat is beginning to tear up, causing a tripping hazard. The ballistic windows are beginning to degrade. The engine has had multiple issues which have caused it to become unreliable over the past few years.

Fontana Police Department received three (3) proposal to replace the current vehicle based on the department's criteria of technology, suspension, road capability, customizable, reliability, versatility, personnel safety, and delivery time.

Since the Fontana Police Department's Lenco Bearcat was purchased, some advancements have been made in the production of armored vehicles. Several of these advancements and improvements can be found in the X5 APC UMG, an armored vehicle produced in Las Vegas, Nevada by GARMOR. Some of these improvements and advancements include better ballistic protection, engine upgrades, maneuverability and off-road performance.

A newer, more reliable and effective armored vehicle will enhance officer and public safety in some of the most dangerous situations that police officers face.

Terradyne Armored Vehicles Inc. provided an armored vehicle quote of $248,800. However, this quote does not include upgrades and is on a smaller vehicle chassis. Expected upgrades would push the cost of the vehicle to over $420,000. Terradyne Armored Vehicles Inc. is based out of Ontario, Canada and a lead time of at least nine 9 months.

Lenco also provided a quote for an armored vehicle with a smaller vehicle chassis. This quote was $334,011 and does not include upgrades as well, that would put the cost at over $410,000. Lenco's lead time is anywhere from 12 to 18 months.

Fontana Police Department is recommending awarding the bid from GARMOR that meets all the criteria of the department that includes all upgrades and GARMOR has a 30-day lead for the X5 APC vehicle.

FISCAL IMPACT:

Total fiscal impact associated with the approval of this item is $516,562 and it's not included in the FY25/26 Operating Budget. Funds will be requested with the First Quarter Budget Report from the Federal Asset Seizure Fund #223 in the amount of $516,562 to be appropriated to Org # 22340373.

MOTION:

Approve staff recommendation.

GARMOR HMMWV LAND, AIR & SEA

Business Number 305-849-5826
11700 West Charleston Blvd
170-406
Las Vegas NV. 89135
https://www.GArmor.us
Angelo@GArmor.us

INVOICE
INVOO140

DATE
05/13/2025

DUE
On Receipt

PO #
FPDSW2025-4

BALANCE DUE
USD $474,999.00

BILL TO

Edward Stewart, Sergeant & Mike Bernath, operations. Fontana police department

Edward Stewart, Sergeant
Fontana Police Department
Fontana California
17005 Upland Ave Fontana CA. 92335
(909) 350-7725
Estewart@fontanaca.gov

DESCRIPTION	RATE	QTY	DISCOUNT	AMOUNT
GARMOR APC X5 Armored APC Swat vehicle see attached spec.	$549,999.00	1	-$75,000.00	$474,999.00

Payment Info

TOTAL	$474,999.00
BALANCE DUE	**USD $474,999.00**

PAYMENT INSTRUCTIONS

GArmor Hmmwv Land, Air & Sea
11700 W Charleston Blvd. 170-406
Las Vegas, NV 89135
305-849-5826

Wells Fargo Bank N.A.
11730 W Charleston Blvd

Las Vegas, NV 89135
702-877-7720
Routing number 321270742
Account number 2435584699

BY CHECK

GArmor Hmmwv Land, Air & Sea

Are you in the market for a reliable, durable vehicle that can handle any situation? Look no further than GArmor Armored Humvee’s & APC! Trusted by the military for their ruggedness and versatility, GArmor Humvees & APC’s are built to withstand the toughest conditions and keep you safe on the road. Our armored vehicles come equipped with advanced armor plating and other protective features to ensure your safety in any situation. Whether you're driving through rough terrain or facing potential threats, GArmor has you covered.
In addition to their impressive protective capabilities, GArmor vehicles are also stylish and versatile. With a range of customization options and advanced features, GArmor has a lineup to fit your specific needs and preferences.
Don't settle for less when it comes to your safety and peace of mind. Invest in a GArmor humvee or APC and experience the ultimate combination of protection and performance.

2025 GArmor APC X5
See attached

Item:	Product #	Qty	Unit Price	Extension
Lenco BearCat	BC55003	1	**$ 264,310.00**	**$ 264,310.00**
Paint Color: Lusterless Black	18-342			
LED Lights: Red & Blue				
G2 Pro Package	G2PRO	1	**$ 84,701.00**	**$ 84,701.00**
Discount	DISC	1	**$ (15,000.00)**	**$ (15,000.00)**
Standard Options:				
Diesel Engine, 6.7L Turbo	BCDLEN	1		
4-Door Configuration	BC4DR	1		
(1) 7" Vertical GunPort Upgrade	BCGP7	8		
360 Camera System	BC360DEG	1		
Rear A/C - Heating System: High Capacity Upgrade	BCHACUP	1		
Hydraulic Front Mounted Receiver with Ram Post and Plate	BCHYDRAM	1		
Draco Prep Package	BCDRACOPREP	1		
VSP Style Low Profile & Scene Lighting Pkg	BCVSPL	1		
Roof Mounted Remote Control Spot Light - LED	BCSLLED	2		
High Intensity Driving Lights in Front Bumper	BCHIDL	1		
Fender Intersection Lights	BCFIL	1		
Take Down Light w/ IR (Bumper Mounted)	BCTDL-IR	1		
AC-DC Power Inverter w/Auto Eject	BCINV2000	1		
Armored Oil Pan Guard	BCAOPG	1		
Intercom System; Inside to Outside	BCINT	1		
Weapons Mount	BCWMT	6		
Subtotal	{IS}		**$ 334,011.00**	**$ 334,011.00**
Break and Rake	BCBAR	1	$ 1,800.00	$ 1,800.00
Door Pivoting Ram Head	BCDPRH	1	$ 1,880.00	$ 1,880.00
Police Cupola w/ Barn Doors	BCPTUR	1	$ 24,500.00	$ 24,500.00
Police Cupola w/ Glass & Barn Doors	BCPCUPOLA	1	$ 33,585.00	$ 33,585.00
1-Plasma Rope	BCPLAS1	1	$ 1,006.00	$ 1,006.00
Ballistic Skip Round Shield	BCBSRS	1	$ 2,820.00	$ 2,820.00
Front Skid Pan	BCFSP	1	$ 1,713.00	$ 1,713.00
DEF Tank Guard; Diesel Engine Only	BCDEFG	1	$ 1,536.00	$ 1,536.00
5 Pack Mag Kit	BCMAGKIT	1	$ 975.00	$ 975.00
Light Weight Assault Litter	BCLWAL	1	$ 1,500.00	$ 1,500.00
BearCat UV Ray Protective Cover	BCUVPC	1	$ 2,428.00	$ 2,428.00
UV Protective Window Covers	BCWC	1	$ 1,800.00	$ 1,800.00
Ford F550 Service Manuals	BCFMNL	1	$ 995.00	$ 995.00
Ford Ignition Key	104649	1	$ 595.00	$ 595.00
22.5 Spare Tire, No Run-Flat	BC225ST	1	$ 3,400.00	$ 3,400.00

GURKHA MPV

Issued to:
Fontana Police Department
17005 Upland Ave
Fontana, CA
92335

Sgt. Eddie Stewart
Phone: 909-350-7725
Email: estewart@fontanaca.gov

№ of pages: 7

BASE VEHICLE SPECIFICATIONS

Ballistic & Blast Resistance

Opaque Armor	NIJ IV: 30-06 M2 Armor Piercing multi-hit
	UL752 Level 10: .50 Caliber M33
	20mm Fragment Simulating Projectile
	Obliquity angle: Verticals at 0° / roof at 30°
Firewalll Armor	Included in base price
Fuel Tank Armor	NIJ III: 7.62 x 51 M80 multi-hit
Transparent Armor	NIJ IV: 30-06 M2 Armor Piercing
	UL 752 Level 10: 50 Caliber M33
	Obliquity angle: 0°
	Glass thickness: 2.5 inches / 63 mm
Blast	2 x DM51 grenades detonated simulteneously

Performance

Base Chassis	Ford F550 4x4
Engine	7.3L V8 Gas engine - 350 HP / 468 lb-ft. Torque
Transmission	10-speed automatic with tow/haul mode
Transfer Case	2-speed with electronic shift on the fly 4x4
Rear Differential	4.88 ratio with limited slip
Brakes	Four-wheel disc anti-lock brakes (ABS)
Suspension	Custom tuned shocks with external reservoir. Upgraded HD steering damper
Front Springs	Upgraded coils
Rear Springs	Multi-leaf springs
Wheels	Four (4) 20" x 11" wheel assemblies
Run Flats	Run flats in all wheels
Tires	41 inch Continental MPT 81 or Michelin X Force ZL (335/80R20)

Capability

Approach Angle	31° - 42°
Departure Angle	25° - 29°
Ground Clearance	11.5 inches - ground to rear differential case
	22 inches - ground to side step
Turning Radius	Outside: 22 feet
	Inside: 10'2"
Track Width	82 inches
Slope Gradient	60%
Side Slope	40%
Water Fording	41 inches
Vertical Step	18 inches
Trench	27 inches
Top Speed	70 mph - tire rated
Fuel Range	425 miles

Capacities & Dimensions

GVWR	19,500 lbs
GAWR Rear	14,706 lbs
GAWR Front	7,500 lbs
Curb Weight	16,800 lbs - Base model
Payload	2,700 lbs - Base model
Fuel Tank	40 gallons
Length	256 inches
Width	102 inches
Height	102 inches - roof hatch
	115 inches - cupola
Wheelbase	145 inches - unaltered chassis with valid Ford OEM warranty

Interior

Front Seats	Driver & passenger front seats with arm rest
Rear Seats	Two (2) side facing bench seats with three 2-point seatbelts at each bench
	Bench seats lift up to access storage area
Air Conditioning	Factory AC & heat in front cab
Insulation	Insulation in walls, ceiling and floor
Center Console	Center console with backlit accessory switches, two (2) cup holders and cell phone storage pockets
Ceiling Console	Ceiling mounted console with white map lights and spare upfitter switches
Headliner	Heavy duty automotive grade fabric upholstered headliner
Lighting	Seven (7) white & red LED lights in the occupant area - individually switched or master switch
Audio	OEM Ford Infotainment system with AM/FM, Apple CarPlay, Android Auto and 8 inch screen
Grab Handles	Grab handle at each door and six (6) grab handles mounted to the rear ceiling
Tie-Downs	Muli-positional rail tie-down system mounted to both bench seats
Ventilation	Smoke extraction fan mounted at the driver side rear area
Storage	One (1) storage pocket at each front door
	Two (2) storage nets at each rear bench seat

Exterior

Paint	Client to specify color or provide paint code
Tow Hooks	Two towing hooks mounted at front and rear
Side Mirrors	Two power adjustable side mirrors
Fuel Access	Fuel tank access door with key lock
Side Steps	Full length side steps coated in black Line-X positive grip coating
	Full width rear step coated in black Line-X positive grip coating
	Secondary rear step hinged for departure angle breaches
Hand Rails	Roof mounted handrails on driver and passenger side upper body line
	Roof mounted handrail on rear upper body line
	Line-X positive grip coating applied to all exterior hand rails
Roof	Grip tape strips added to roof for positive grip
Bumpers	Heavy duty integrated front bumper
	Full width rear step deck
Side Doors	Two (2) side doors
Rear Doors	Two (2) rear entry doors – 50/50
Door Locks	Internal dead bolt locks at all doors
	Hold-open locks on all side doors at 90 degrees
	Hold-open locks on both back doors at 90 degrees and 180 degrees
	Interior manual lock at each door
	Exterior key lock at each door - all door locks keyed the same
Exterior Lights	LED headlights with integrated turn signals
	LED tail lights and license plate light
	Five (5) amber clearance LED lights mounted at the front roof
	Two (2) amber marker LED lights mounted at front corners
	Five (5) red clearance LED lights mounted at the rear roof
Windows	One-piece windshield (two-piece windshield available)
	Full view windows at both front doors
	One (1) 17 x 25 glass at each rear side door (when equipped as a 4-door configuration)
	Two (2) portal glass (14 x 6) along passenger side and driver side - 4 in total
	One (1) portal glass (14 x 6) at each back door

OPTIONAL UPGRADES

		Tactical Options	
☐	1	Low profile sliding hatch with height adjustable operator stand	$10,000
☐	2	Manual rotating roof hatch with gun port and height adjustable operator stand	$10,000
☐	3	Manual rotating cupola with height adjustable operator stand	$20,000
☐	4	Gun ports: 4 per side / 2 at rear door (10 total)	$5,000
☐	5	Static position (non operable) breaching ram with external or internal storage	$4,500
☐	6	Power operable breaching ram with 3 breaching heads and hood mounted camera	$9,500
☐	6P	Provision for power ram. Includes front mounts, wiring and external storage racks	$1,500
☐	7	6 canister chemical munitions delivery system (CTS & Deftech compatable)	$13,500
☐	8	Ram cam breaching head with four (4) multi-position cameras	$6,500
☐	9	Power operable ballistic skip shield – NIJ III armor (7.62 x 51 M80 ball multi-hit)	$3,500
☐	10	Fire suppression system at all wheels - manual trigger	$8,000
☐	11	Fire suppression system at engine - automatic trigger	$7,000
☐	12	Breathing air tank with quick release hose fitting at each seat (masks sold separately)	$11,000
☐	13	Protective steel mesh on all windows (removable)	$3,000
☐	14	Explosive gas detection system	$6,850
☐	15	Radiation detection system	$6,850
☐	16	Four (4) side door configuration	$2,000
☐	17	Transparent armor upgrade from 2.5 inch thickness increased to 3 inch thickness	$5,000
☐	18	LRAD 100X with magnetic mount	$16,750
☐	18P	Provision for LRAD 450XL. Includes wiring harness and roof mounted pedestal	$5,850
☐	19	LRAD 450XL roof mounted with standalone MP3 controller	$35,325
☐	20	Roof mounted water monitor with joystick	$42,500
☐	21	Floor mounted gun rack for 2 rifles (includes 2 suppressor cups & 2 standoff plates)	$1,350
☐	22	5-piece magnetic storage kit	$1,000
		Exterior Lighting Options	
☐	23	Two (2) front roof mounted LED search lights	$2,500
☐	24	Two (2) rear roof mounted LED search lights	$2,500
☐	25	Wheln Arges search light	$2,325
☐	26	10 inch LED scene lights - left & right side mount	$2,000
☐	27	30 inch LED takedown lightbar mounted at the front bumper	$1,800
☐	28	Two (2) infrared lights mounted on front bumper	$1,500
☐	29	Two (2) LED fog lights mounted on front bumper	$1,200
☐	30	Whelen CenCom Core Emergency Light Package Four (4) roof mounted 30 inch light sticks - red & blue 16 Red/Blue perimiter flashers: 6 @ front, 4 @ rear, 3 @ both sides Public Address System: 200W siren with two (2) x 100W speakers Blackout switch to disable exterior lighting Wigwag flashers in headlights	$10,500
☐	31	Soundoff Signal bluePRINT Emergency Light Package Four roof mounted LED red & blue light sticks+scene lights. FR/RR 26" & Sides 39" 16 red & blue perimiter flashers with scene lights: 6 @ front / 4 @ rear / 3 @ both sides Public Address System: 200W siren with two (2) x 100W speakers Blackout switch to disable exterior lighting Wigwag flashers in headlights	$9,500
☐	32	Roof mounted traffic light pre-emption strobe (infrared not GPS)	$3,000
☐	33	Low frequency siren with 2 x external speakers	$2,500
☐	34	Install customer supplied dashcam	$500
☐	35	Install customer supplied police radio (delivery to Terradyne & coax cable included)	$1,350
☐	36	Install customer supplied emergency lighting	$2,000

		Electronic Options	
☐	37	Intercom system – inside / outside	$1,500
☐	38	Battery charger with auto eject receptacle	$3,400
☐	39	**Color Camera:** Roof Mounted Pan / Tilt / Zoom color camera CCD PTZ camera, 30x zoom, search light, IR light, lens wiper, joystick controller, dash mounted 9 inch touch screen monitor with 256 GB DVR, 15 inch rear monitor	$9,800
☐	40	**Thermal Sensor:** Roof Mounted Pan / Tilt thermal sensor: 320 x 240 thermal sensor with remote control, audible and visual alerts for person & vehicle detection, 9 inch dash mounted touch screen monitor with 256 GB DVR, 15 inch rear monitor	$9,800
☐	41	**Color & Thermal**: Pan/Tilt/30x Zoom CCD color camera, thermal sensor (640x480), controller, 9 inch touch screen monitor with 256 GB DVR, 15 inch rear monitor	$26,000
☐	42	**Color & Thermal:** Rvision PTZ color camera with 35mm thermal sensor, 9 inch touch screen monitor with 256 GB DVR, 15 inch rear monitor, Look contoler with monitor	$48,000
☐	43	TAV-4GLTEWIFI Cellular Modem/WiFi/Video Server Assembly	$5,250
☐	44	Reverse camera with no monitor (for options 38 - 41)	$500
☐	45	Reverse camera with 9 inch monitor	$1,200
☐	46	Four (4) reverse proximity sensors with audible / visual alert	$800
☐	47	15 inch ceiling mounted monitor for rear occupants	$900
☐	48	Front hood mounted view camera	$750
☐	49	360 camera system with 10 inch monitor & 10TB DVR	$3,950
☐	50	Two (2) side mounted surveilance cameras	$2,000
☐	51	2,000W AC/DC power inverter	$1,500
☐	52	Blackout switch to disable all exterior vehicle and emergency lighting	$1,000
☐	53	6 USB charging ports - 4 in cab / 8 in rear	$500
☐	54	Heated windshield	$1,500
☐	55	Remote power door locks integrated with key fobs	$1,000
		Interior Options	
☐	56	4-way power adjustable driver and front passenger seats ($1,650 each)	$3,300
☐	57	Two (2) rear facing jump seats	$2,500
☐	58	Ceiling mounted AC & heat for rear occupants (engine driven)	$4,500
☐	59	Independent heater (operates with engine off)	$6,000
☐	60	Medic Layout Package (TEMS)	$18,900
		Offroad Options	
☐	61	Front bumper mounted 17,500 lb capacity winch	$3,500
☐	62	17,500 lb winch with front & rear receivers - stored inside vehicle	$5,000
☐	63	External mount high output air compressor with two quick release couplers	$5,000
☐	64	Front differential lock (**Recommended**)	$3,000
☐	65	Water fording kit - air intake snorkel & differential snorkel vent tubes	$15,000
☐	66	Raised high-water exhaust tailpipe with protective heat shield	$4,500
		Exterior Options	
☐	67	Towing package with class IV rear hitch	$1,500
☐	68	Spare wheel assembly packaged loose (includes runflat)	$5,500
☐	69	Paint upgrade from matte/satin finish to base clear finish (clear coat)	$2,000
☐	70	Line-X coating on rear fenders and bottom half of vertical sides	$6,500
☐	71	Dual exterior storage compartments with locking handles	$3,500
		Ford F550 Chassis	
☐	72	6 piston front brake caliper upgrade - includes HD brake pads	$5,650
☐	73	6.7L V8 turbo diesel 330HP / 950 lb-ft torque (4.30 rear LSD)	$9,995
		Training	
☐	74	Tactical Armored Vehicle Operations training by Integrated Tactical Concepts Two days of training at your location for up to 20 students (CA POST approved)	$18,000
☐	75	Two days of vehicle familiarity training at your facility by Terradyne staff member	$5,000

PRICE & TERMS

Vehicle Description:	GURKHA MPV
Chassis:	Ford F550 4x4 (United States specification)
Market Zone:	United States
Quantity:	One (1)
Price Code:	Law Enforcement
Base Vehicle:	$235,000
Optional Upgrades:	$0
Subtotal:	$235,000
Shipping:	$13,800
Total Cost (USD)	**$248,800**

Basis: Ex-works Factory Newmarket Ontario Canada and free of all Canadian duties and/or taxes. (state taxes are the responsibility of the end user)

Lead time: 30 - 32 weeks from receipt of Purchase Order

Shipping: Delivered on a trailer with ramps

Payment Terms: Net 30 days

Validity: 30 Days

TERRADYNE LIMITED WARRANTY

Terradyne warrants any items installed, and conversion related to custom workmanship for three (3) years. Any suspected warranty related work must be first be confirmed as being necessary by means of a technical consultation with a representative of TERRADYNE ARMORED VEHICLES INC.
Technical consultation regarding any deficiency repairs or malfunctions is available by telephone during our normal business hours Eastern Standard time at 905-895-1010.

Ballistic transparencies are warranted for three (3) years; however the Warranty excludes damage to bullet resistant glass caused by stones, malicious damage, projectiles or other flying objects.

Warranty work to be directly covered by TERRADYNE may be performed locally only after assessment and authorization by TERRADYNE. TERRADYNE shall, upon consultation and approval, make payment for any/all repairs deemed to be of a reasonable nature by the Company.

TERRADYNE does not cover any OEM vehicle parts and components that we have not been modified no performed work on, during the armoring process. Such parts and components are the sole responsibility of the client and the vehicle's Original Equipment Manufacturer.

TERRADYNE assumes no responsibility for damages incurred through vehicle misuse or abuse, negligence, accidental damage, or any unauthorized modifications or alterations made to the vehicle following delivery of the vehicle to the client. Under the terms of this limited warranty, TERRADYNE shall in no way be held liable for any incidental or consequential damages arising from loss of use or loss of time, inconvenience, or commercial loss resulting from the need for warranty work. This warranty covers the repair and/or replacement of warranty related items only, and any non-warranty related additional costs incurred remain the responsibility of the client.

Accessories not directly related to the armoring process (winches, lighting, electrical accessories and components) shall be covered by the warranties of their respective manufacturers and are not included in the warranty coverage provided by this agreement. However, although TERRADYNE does not warrant these items directly in any way, we do agree to offer all reasonable assistance in obtaining service from their companies of origin. Should there be any undue difficulties with obtaining servicing of these accessories; TERRADYNE will also agree to replace them for the client at our current wholesale cost price. The client shall remain responsible for any/all shipping and handling fees or incidental costs associated with the replacement of such items, as well as the aforementioned replacement costs.

Terradyne optional limited warranty extension available: 1 year / 20,000 miles

Ford Motor Company Warranty Coverage:
Powertrain: 5 years / 60,000 miles
Gas engine: 5 years / 60,000 miles
Diesel engine: 5 years / 100,000 miles

8353 Sierra Avenue
Fontana, CA 92335

File #: 25-0485
Agenda #: AC.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Public Works

SUBJECT:
Final Acceptance for the Demolition of 8443 Nuevo Avenue Project (PW-25-64-CC).

RECOMMENDATION:
Accept as complete the work performed by Resource Environmental Inc. for the Demolition Project (PW-25-64-CC) of 8443 Nuevo Avenue and approve the final amount of $118,432.34.

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

DISCUSSION:
On December 19, 2024, the City awarded the demolition contract to Resource Environmental Inc. in the amount of $73,500.00 for the demolition of 8443 Nuevo Avenue. Project (PW-25-64-CC). There was one (1) contract change order for this project requiring Resource Environmental Inc. to utilize Burrtec Waste Industries for the removal and disposal of all construction and demolition waste totaling $44,932.34. Resource Environmental Inc. completed the project on April 21, 2025. All work has been completed to the satisfaction of the City for the final amount of $118,432.34. This project was necessary as part of the ongoing realization efforts for the downtown Fontana.

The retention money will be released to the contractor thirty-five (35) days after the filing of the Notice of Completion with the County Recorder's Office if no claims are filed with the City within this period.

FISCAL IMPACT:
There is no fiscal impact associated with the approval of this item, the total cost of the demolition is $118,432.34 and the funds were budgeted in FY 2024/25 in the Professional Services Budget 60230000-8130

MOTION:
Approve staff recommendation

File #: 25-0503
Agenda #: AD.

Agenda Date: 9/9/2025
Category: Consent Calendar

FROM:
Development Services

SUBJECT:
Purchase and Sale Agreement - Aldea Apartments

RECOMMENDATION:
1. Approve a Purchase & Sale Agreement for the purchase of buildings and associated land located at 15186 Foothill Boulevard, Fontana, CA 92335 specifically described as APN 0191-162-40 in the amount of $26,635,000 plus escrow costs and related acquisition fees.

2. Authorize the purchase of that certain Real Property with APN 1110-161-44-0000 (former APN 1110-161-09-0000) comprised of approximately 2.27 acres (“Property”) from Aldea Fontana Foothill, LLC, a California limited liability company.

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

COUNCIL GOALS:
- Promote economic development by construction of high-quality multi-family housing which also serves to address the affordability needs of this community.
- Promote affordable housing by acquisition, substantial rehabilitation, and professional management of selected multi-family properties as a vehicle to reduce crime and code enforcement activity and to address the affordability needs of this community.

DISCUSSION:
The City of Fontana has been actively addressing the growing demand for affordable and workforce housing. In recent years, we have observed a significant increase in housing needs driven by population growth, economic development, and changes in housing affordability. This demand underscores the necessity of expanding our housing portfolio to support diverse and inclusive community development.

The 78-unit multi-family development located at 15186 Foothill Boulevard represents a strategic opportunity to advance our housing goals. The development’s design and unit mix align with our objective to provide a range of housing options that cater to different income levels and family sizes.

In September 2024, the City Council approved a lease for the subject property, which included an option to acquire. The lease was subsequently executed, and the property is currently being utilized as an affordable housing community. The lease was intended as a placeholder, allowing the city the necessary time to locate acquisition funding. Funding has now been identified and staff is

recommending moving immediately forward with the acquisition.

Details of the Purchase Agreement:

1. **Purchase Price:** The proposed purchase price is $26,635,000 (plus escrow costs), approximately $341,500 per unit.
2. **Release of deposits:** Concurrent with the execution of the lease, the city released a good faith option deposit in the amount of $500,000. That payment will be applied to the purchase price. In addition, upon execution of the purchase agreement and approval of the pro forma title policy, an additional $3,000,000 will be deposited into escrow and immediately released to the seller, all applicable to the purchase price.
3. **Close of Escrow:** The balance of the purchase price will be deposited into escrow prior to the anticipated closing, which is currently projected to occur on or before November 6, 2025.

FISCAL IMPACT:

The fiscal impact associated with the approval of this item is $26,635,000 plus estimated escrow costs and related acquisition fees of $65,000, for a total cost of acquisition of $26,700,000, and is not currently included in the 2025-26 budget. Additionally, in 2024-25 a non-refundable option payment of $500,000 was previously provided by the Housing Authority and the acquisition cost is being offset by the payment resulting in a net fiscal impact of $26,200,000.

Funding for the acquisition will be provided as follows and included in the 2025-26 First Quarter Budget Status Report:

Fund	Account	Recommended Amount	Description
Affordable Housing (Fund 698)	69830299 8420	636,610	Budgeted
	69830299 8420	363,390	New Request
Low/Mod Income Housing (Fund 297)	29730299 8420	1,900,008	Budgeted
	29730299 8420	99,992	New Request
Capital Reinvestment (Fund 601)	60137699 8330	15,500,000	Parking Structure
Measure T (Fund 604)	60437699 8330	7,700,000	Pavemnet Rehab
	Total	**26,200,000**	

Of the necessary $26.2 million, $2.5 million is already included in the Housing Authority 2025-26 budget. The additional amounts will come from the Parking Structure project ($15.5 million) budgeted in Fund 601 and pavement rehabilitation projects ($7.7 million) budgeted in Fund 604, which will be programmed to be funded by the 2025A Lease Revenue Bond proceeds, and additional funding from the Housing Authority ($463,382).

MOTION:

Approve staff recommendation and authorize City Manager to enter into the Purchase and Sale Agreement and to take any other actions necessary to consummate the purchase of the Property.

RESOLUTION NO. 2025-090

A RESOLUTION OF THE CITY COUNCIL OF FONTANA, CALIFORNIA APPROVING THE PURCHASE OF REAL PROPERTY IDENTIFIED AS APN 1110-161-44-0000 (FORMER APN 1110-161-09-0000) – LOCATED AT 15186 FOOTHILL BOULEVARD – FROM ALDEA FONTANA FOOTHILL, LLC

WHEREAS, the property located at 15186 Foothill Boulevard (the "Property") was offered for sale; and

WHEREAS, in line with the City of Fontana's plan to promote economic development by construction of high-quality multi-family housing which also serves to address the affordability needs of this community and to promote affordable housing by acquisition, substantial rehabilitation, and professional management of selected multi-family properties as a vehicle to reduce crime and code enforcement activity and to address the affordability needs of this community; and

WHEREAS, the City and Seller have prepared a purchase and sale agreement, whereby the City will purchase the Property for Twenty-Six Million Six Hundred Thirty-Five Thousand U.S. Dollars ($26,635,000.00).

NOW, THEREFORE, THE CITY DOES HEREBY RESOLVE AND FIND AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated herein to this Resolution by this reference.

Section 2. CEQA Compliance. The City Council finds that approval of the Purchase and Sale Agreement is not subject to the requirements of California Environmental Quality Act ("CEQA"), as it is not a "project" within the meaning of Section 15378 of Title 14 of the California Code of Regulations ("State CEQA Guidelines") because it has no potential for resulting in direct or indirect physical change in the environment. This action is also exempt under Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment. This resolution shall take effect immediately.

Section 3. Approval of the Purchase of Property. The City hereby approves the purchase of the Property from Aldea Fontana Foothill, LLC in the amount of Twenty-Six Million Six Hundred Thirty-Five Thousand U.S. Dollars ($26,635,000.00).

Section 4. **Implementation**. The City Manager or designee is hereby authorized to sign and enter into the agreement for the purchase of the Property on behalf of the City and to take any other actions reasonably necessary to implement its terms.

Section 5. **Severability**. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable.

Section 6. **Effective Date**. This Resolution shall become effective immediately upon its adoption by the City Council and the City Clerk shall certify the vote adopting this resolution.

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

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 9th day of September, 2025, by the following vote to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk

AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

This AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is entered into by and between **ALDEA FONTANA FOOTHILL, LLC, a California limited liability company** ("**Seller**"), and **CITY OF FONTANA, a municipal corporation** ("**Buyer**"). Buyer and Seller are sometime individually referred to herein as "**Party**" and collectively as "**Parties**." The Parties have executed this Agreement on the dates set forth below next to their respective signatures. This Agreement shall be effective on the date, following all legally required notices and hearings, this Agreement has been approved by Buyer's governing body or its delegated representative and signed by all Parties ("**Effective Date**").

A. Seller is owner in fee of certain improved real property commonly known as 15186 Foothill Boulevard, City of Fontana, County of San Bernardino, California, identified by Assessor's Parcel Number 1110-161-44-0000 (former APN 1110-161-09-0000) comprised of approximately 2.27 acres and more particularly described on EXHIBIT "A" attached hereto and incorporated herein by this reference (the "**Real Property**"), together with:

(1) All buildings, improvements and other structures presently located on the Real Property (the "**Improvements**"), together with all rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereto or appertaining the Real Property;

(2) All personal property remaining on the Real Property or in the Improvements as of the Close of Escrow (the "**Personal Property**"); and

(3) The solar system on the Real Property for **Six Hundred thirty-five Thousand U.S. Dollars ($635,000)** (the "**Solar System**");

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

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

B. Seller and Buyer are parties to that certain Lease Agreement dated September 11, 2024 (the "**Lease**"), under which Buyer has leased the Property from Seller.

C. The Lease grants Buyer an option to purchase the Property pursuant to the terms and conditions set forth in Lease Article 7 ("**Option**"). The Parties acknowledge Buyer has duly and properly exercised its Option in accordance with the Lease.

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

NOW THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Buyer and Seller agree as follows:

1. PURCHASE AND SALE.

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

1.2 Purchase Price. The total purchase price for the Property is the sum of **Twenty-Six Million Six Hundred Thirty-Five Thousand U.S. Dollars ($26,635,000.00)** ("**Purchase Price**").

1.3 Payment of Purchase Price. The Purchase Price shall be paid as follows:

1.3.1 Concurrently with execution of the Lease, Buyer deposited the sum of **Five Hundred Thousand Dollars ($500,000.00)** as Option Consideration. The Parties acknowledge that the Option Consideration was previously paid by Buyer and received by Seller and is nonrefundable to the Buyer except in the event a Seller Breach or Default pursuant to the term of this Agreement. Pursuant to the Lease, the Option Consideration shall be applied to the Purchase Price.

1.3.2 Within two (2) business days of the opening of escrow (as defined below), Buyer shall deposit **Three Million Dollars ($3,000,000)** into Escrow (the "**Deposit**"). The Deposit shall remain fully refundable to Buyer until Buyer has received and approved the Title Policy pursuant to Section 2.7.2 hereof at which time the Deposit shall be released to Seller. Following said release, the Deposit shall be non-refundable to Buyer except in the event of Seller's default under this Agreement. The balance of the Purchase Price, plus or minus any applicable prorations pursuant to Section 2.5 hereof, shall be paid through Escrow to Seller at Closing in cash or other immediately available funds.

2. ESCROW.

2.1 Opening of Escrow. Within two (2) business days following the Effective Date, Buyer and Seller shall open an escrow ("**Escrow**") with Sheri Keene, First American Title Insurance Company, 4380 La Jolla Village Drive #200, San Diego, CA 92122 ("**Escrow Holder**"), for the purpose of consummating the transaction contemplated by this Agreement. For purposes of this Agreement, the Escrow shall be deemed open on the date Escrow Holder shall have received a copy of this Agreement, showing it to be fully executed by Buyer and Seller ("**Opening of Escrow**" or "**Opening Date**"). Escrow Holder shall notify Buyer and Seller, in writing, of the Opening Date.

2.2 Escrow Instructions. This Agreement constitutes the joint basic escrow instructions of Buyer and Seller for conveyance of the Property. Buyer and Seller shall execute, deliver and be bound by any reasonable or customary supplemental or additional escrow instructions ("**Additional Instructions**") of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such Additional Instructions shall not conflict with, amend or supersede any portions of this Agreement unless expressly consented or agreed to in writing by Buyer and Seller.

In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise expressly consented or agreed to in writing by the Parties.

2.3 Close of Escrow. For purposes of this Agreement, "**Close of Escrow**" or "**Closing**" means the recordation in Official Records of San Bernardino County, California of a grant deed ("**Grant Deed**") in substantially the form and content of EXHIBIT "B" attached hereto and made a part hereof by this reference conveying fee title of the Property to Buyer, and the disbursement of funds and distribution of other documents by Escrow Holder, all as described herein. Close of Escrow shall occur on November 6, 2025 ("**Closing Date**"), provided that Buyer and Seller may, but shall not be obligated to, close the Escrow upon such earlier date as the Buyer and Seller mutually agree to in writing. Buyer and Seller may mutually agree to change the Closing Date by joint written notice to Escrow Holder. The Closing shall be conditioned upon satisfaction, or waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto. If no notice of termination as provided in Section 7.1 herein is received by Escrow Holder, Escrow Holder is instructed to proceed with Close of Escrow as soon as possible. Rental income as may be due or as may have been prepaid shall be prorated based on the Closing Date.

2.4 Costs of Escrow and Title Policy. Buyer represents to Seller that because of Buyer's status as a public agency, no documentary transfer tax will be payable with respect to the conveyance contemplated by this Agreement, pursuant to California Revenue and Taxation Code Section 11922. Similarly, no recording fees will be payable with respect to the recording of the Grant Deed pursuant to California Government Code Section 27383. Buyer and Seller shall each pay one-half of all Escrow fees and costs attributable to conveyance of the Property pursuant to this Agreement, including the cost of the Title Policy (defined below). Escrow Holder shall provide an estimated closing costs statements to Buyer and Seller at least three (3) days prior to the Closing Date.

2.5 Property Taxes and Prorations.

2.5.1 The parties acknowledge that Buyer is exercising its Option under the Lease, under which, pursuant to Lease Section 9, Buyer is responsible for payment of all property taxes and utilities applicable to the Property. As such, the parties acknowledge that no proration for utilities, property taxes and other assessments levied and assessed against the Property shall be made at the Close of Escrow. In the event there are any other prorations required, including but not limited to any supplemental tax assessments, the parties shall make best efforts to complete all prorations on the Closing Date by estimating such prorations for purposes of Close of Escrow. Thereafter, each party shall cooperate with each other and complete such prorations within sixty (60) days after Close of Escrow. Any balance owed to a party as a result of such final prorations shall be paid in cash within ten (10) days after completion of such accounting. Notwithstanding anything contained herein or in the Lease, the Parties acknowledge that Buyer is a public entity and is legally exempt from paying ad valorem property taxes and shall not pay any taxes from and after the Closing Date. Additionally, as a tax exempt entity, Buyer shall not prepay or reimburse any portion of real estate taxes to Seller if Seller has prepaid any installment of such real estate taxes within Buyer's jurisdiction. Buyer shall cooperate, at no cost to Buyer, in any refund request Seller submits to the tax assessor.

2.6 Deliveries through Escrow. Seller and Buyer shall each deliver to the other through Escrow such documents, instruments and funds consistent with this Agreement as are necessary to consummate the purchase and sale of the Property pursuant to this Agreement, including without limitation, the following:

2.6.1 Deliveries by Seller. Seller shall deliver the following:

(1) the Grant Deed, executed and acknowledged by Seller;

(2) a Bill of Sale in the form of EXHIBIT "C", executed by Seller;

(3) two counterpart copies of the Assignment and Assumption (the "**Assignment and Assumption**") in the form of EXHIBIT "D", executed by Seller;

(4) a Certificate of Non-Foreign Status executed by Seller;

(5) a California Franchise Tax Board Form 593C, executed by Seller;

(6) a Seller's Estimated Closing Statement in form and content satisfactory to Seller, executed by Seller;

(7) such evidence of Seller's authority as the Title Company may reasonably require; and

(8) such other documents and sums, if any, required of Seller under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.6.2 Deliveries by Buyer. Buyer shall deliver the following:

(1) the Purchase Price, less the Deposit, together with all sufficient funds to pay all of Buyer's closing costs, in cash or other immediately available funds, subject to all prorations described herein;

(2) two counterpart copies of the Assignment and Assumption, executed by Buyer;

(3) Certificate of Acceptance in the form attached to the Grant Deed (EXHIBIT "B");

(4) Buyer Estimated Settlement Statement, in form and content satisfactory to Buyer, executed by Buyer;

(5) such evidence of Buyer's authority as the Title Company may reasonably require; and

(6) such other documents and sums, if any, required of Buyer under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.6.3 Deliveries Outside of Escrow. Seller and Buyer shall each deliver to the other outside of Escrow such items as are necessary to consummate the purchase and sale of the Property pursuant to this Agreement, including without limitation, the delivery by the Seller to the Buyer of the following to the extent any of the following are in Seller's possession and have not been previously delivered to Buyer:

(1) permits, warranties and plans and specifications relating to the Property; and

(2) the keys to doors or locks on the Property.

2.6.4 Simultaneous Delivery; Conditions Concurrent. All documents and other items to be delivered at the Closing shall be deemed to have been delivered simultaneously and no individual delivery shall be effective until all such items have been delivered.

2.7 Buyer's Conditions Precedent to Close of Escrow. The Close of Escrow and Buyer's obligation to accept title to the Property and pay the Purchase Price are subject to the satisfaction of the following described conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions) on or prior to the Closing Date;:

2.7.1 Buyer's Inspections; Due Diligence Period. Under the Lease, the Buyer enjoys access to the Property and may, throughout the Due Diligence Period (defined below) of this Agreement, inspect, examine, survey and undertake all engineering, environmental, or other tests which it may deem necessary or advisable. Seller shall not be liable or responsible for any activities of Buyer within the Property, and Buyer shall not allow the filing of any lien or encumbrance upon the Property. Should anyone attempt to file a lien against the Property by reason of Buyer's activities, Buyer shall have the same canceled and discharged of record within ten (10) business days after the filing thereof. Buyer hereby indemnifies and agrees to hold Seller harmless from and against any and all liens which may arise as a result of Buyer's activities within the Property and against any and all claims for death or injury to persons or damage to properties arising out of Buyer's Due Diligence activities prior to the Closing. This indemnity shall survive any termination of this Agreement and shall survive the Closing. The "**Due Diligence Period**" shall commence on the Effective Date and shall expire at 5:00 p.m., California time, on the date which is five (5) days after the Effective Date. The Buyer's obligation to consummate the transactions contemplated by this Agreement (the "**Transactions**") is subject to and conditioned upon Buyer's approval, deemed approval or waiver of the right to approve of the following prior to the expiration of the Due Diligence Period:

2.7.2 Title and Survey Review.

(1) The parties hereby agree that at Closing, Seller shall convey and transfer to Buyer such fee simple marketable title to the Property as will enable First American Title Insurance Company, 1250 Corona Pointe Court, Suite 200, Corona, CA 92879, Attn: Terrell Crutchfield, to issue to Buyer an ALTA Extended Coverage Owner's Policy of Title Insurance (the "**Title Policy**") in the full amount of the Purchase Price, subject only to the "Permitted Exceptions" (as hereinafter defined), and Buyer's receipt of a commitment from Title Company to issue the Title Policy as of the Closing in such form (subject to Title Company's receipt of payment for such Title Policy, the cost of which shall be paid by Buyer as provided in this Agreement) shall be a condition precedent to Buyer's obligation to purchase the Property at Closing.

(2) Seller shall cause a title commitment to be issued to Buyer within two (2) business days following the opening of escrow, together with copies of all underlying documents. At Buyer's option, the Title Policy may include any endorsements thereto as Buyer may request.

(3) Notwithstanding anything contained herein to the contrary, the Property shall be conveyed subject to the following matters, which shall be deemed to be Permitted Exceptions: (1) the lien of all ad valorem real estate taxes and assessments not yet due and payable as of the date of Closing, subject to adjustment as herein provided; (2) local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property; and (3) those matters which Seller is not obligated to remove as provided below.

(4) Buyer shall have until three (3) days after the Effective date to notify Seller, in writing, of such objections to title as Buyer may have. Any title matter to which Buyer does not so object by such time shall be deemed a Permitted Exception. In the event Buyer shall so notify Seller of any objection(s) to title, Seller shall have the right, but not the obligation, to cure such objection(s), other than any defects, objections or exceptions which comprise mortgages or liens voluntarily created by Seller, and which can be satisfied by payment of a liquidated amount, which Seller agrees that it shall either pay, discharge or, if it is contesting such lien, make arrangement with the Title Company to insure over such matters (at normal rates) without such objection as an exception in Buyer's Title Policy; provided, that Buyer shall have the right to reasonably approve any method which Seller elects to cure any such liquidated amount. In the event there are any objections which Seller is not obligated to cure, then within two (2) business days after receipt of Buyer's notice of objection(s), Seller shall notify Buyer in writing whether Seller elects to attempt to cure such objection(s). Failure of Seller to give such notice shall be deemed an election by Seller not to cure such objection(s). If Seller elects to attempt to cure any such matter, Seller shall use reasonable efforts to cure such objections. If Seller elects not to cure any objection(s) specified in Buyer's notice which Seller is not required hereby to cure, or if Seller is unable to effect a cure prior to the Closing, Buyer shall have the following options to be given by written notice within three (3) business days of Seller's notice or deemed election: (i) to accept a conveyance of the Property subject to the Permitted Exceptions, specifically including any matter objected to by Buyer which Seller is unwilling or unable to cure (which such matter(s) shall thereafter be deemed to be a Permitted Exception), without reduction of the Purchase Price, or (ii) to terminate this Agreement by sending written notice thereof to Seller and Escrow Holder, and upon delivery of such notice of termination, this Agreement shall terminate,

and thereafter neither party hereto shall have any further rights, obligations or liabilities hereunder except for such obligations under this Agreement as are expressly provided herein to survive the termination of this Agreement.

(5) Upon the issuance of any amendment or supplement to the Buyer's Title Commitment for the Property that adds additional exceptions (including, but not limited to, adding additional exceptions for matters shown on the Buyer's Survey [defined below]), the foregoing right of review and approval shall also apply to said amendment or supplement (provided that the period for the Buyer to review such amendment or supplement shall be the later of the expiration of the Due Diligence Period or three (3) business days from receipt of the amendment or supplement) and Escrow shall be deemed extended by the amount of time necessary to allow such review and approval in the time and manner set forth in this Section 2.7.2. Notwithstanding anything to the contrary, the Closing Date shall not extend, by reason of extension of Due Diligence Period.

(6) Buyer, at its sole cost and expense, may obtain a survey of the Property ("**Buyer's Survey**"). The Buyer's Survey shall be in a form acceptable to the Title Company for the deletion of the standard survey exception in the Buyer's Title Policy relating to boundaries, without the addition of further exceptions, unless the same are acceptable to the Buyer, in its sole and absolute discretion. The Buyer shall have until the end of the Due Diligence Period to complete and examine the Buyer's Survey and to notify the Seller in writing of any objections the Buyer has to the Buyer's Survey ("**Buyer's Survey Objection Notice**"). The Seller shall have a period of five (5) business days after receipt of the Buyer's Survey Objection Notice in which to deliver written notice to the Buyer ("**Seller's Survey Notice**") of the Seller's election to either: (i) agree to remove objectionable items identified in the Buyer's Survey Objection Notice prior to the Close of Escrow or (ii) decline to remove such items and terminate this Agreement and the Escrow. If the Seller notifies the Buyer of its intention not to remove objectionable items identified in the Buyer's Survey Objection Notice, the Buyer shall have the right, by written notice delivered to the Seller within five (5) business days after the Buyer's receipt of the Seller's Survey Notice, to agree to accept the Property subject to the objectionable items, in which event, the Buyer's election to terminate this Agreement and cancel the Escrow shall be of no further effect, and the Buyer shall accept the Property at the Close of Escrow subject to such objectionable items identified in the Buyer's Survey Objection Notice. In the event that this Agreement is terminated by the Buyer under this Section 2.7.2, the Seller shall be responsible for paying for all Escrow cancellation costs of the Escrow Holder.

2.7.3 Condition of the Property. The condition of the Property, including but not limited to the structure of the Improvements, the boundaries and dimensions of the Real Property and Improvements, entitlements and permits relating to the Property, the soils and environmental condition of the Property, the physical and economic condition of the Property, the suitability of the Property for Buyer's intended use, and any and all other matters relating to the Property deemed relevant by Buyer.

2.7.4 Books and Records. All Operating Agreements, Property management files, reports, warranties, permits and other documents relating to the Property in Seller's possession. Seller shall upon request of Buyer make such books and records available for Buyer's review. Notwithstanding anything to the contrary in this Agreement,

Seller shall not be obligated to provide Buyer with any of Seller's internal memoranda or reports, any financial projections, budgets or appraisals, or any other confidential, proprietary or privileged information. In addition, Seller shall not have any liability, obligation or responsibility of any kind with respect to the content or accuracy of any report, study, opinion, projection or analysis prepared by third parties (and not by Seller).

2.7.5 Notice of Disapproval. For purposes of this Section 2.7, an approval which is conditioned or qualified in any way shall be deemed a disapproval. If Buyer disapproves of any of the items set forth in Section 2.7, Buyer shall deliver written notice of such disapproval to Seller on or before the expiration of the Due Diligence Period. In the event Buyer does not deliver written notice to Seller disapproving any of the items set forth in Section 2.7) on or before the expiration of the Due Diligence Period, Buyer shall be conclusively deemed to have approved all of the items set forth in Section 2.7 and to have waived any right to terminate this Agreement pursuant to Section 7.1.

2.7.6 Termination Upon Disapproval. If Buyer gives written notice to Seller on or prior to the expiration of the Due Diligence Period that Buyer disapproves, or if Buyer in any way conditions or qualifies its approval, of any of the items set forth in Section 2.7, this Agreement shall automatically terminate and the provisions of Section 7.1 shall apply.

2.7.7 All representations and warranties of Seller set forth in this Agreement shall be true and correct as of the Effective Date and again as of Close of Escrow.

2.7.8 Seller shall have timely performed all obligations required to be performed by Seller prior to the Close of Escrow by the terms of this Agreement.

2.7.9 Buyer shall have approved Escrow Holder's estimated closing costs statement.

2.7.10 Seller shall have executed and notarized a utility easement, to serve the real property identified as APN 1110-161-08-0-000, adjacent to the Property.

2.8 Seller's Conditions Precedent to Close of Escrow. The Close of Escrow and Seller's obligation to convey the Property are subject to the satisfaction of the following-described condition for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions) on or prior to the Closing Date:

2.8.1 Buyer shall have timely performed all obligations to be performed by Buyer prior to Close of Escrow by the terms of this Agreement.

2.8.2 Buyer shall have deposited into Escrow the original Grant Deed which shall have been executed by Buyer.

2.9 Notices. All communications from Escrow Holder to either Buyer or Seller shall be directed to the addresses and in the manner established in Section 8 herein for notices, demands and communications between the Buyer and Seller.

2.10 Facsimile/Counterpart Documents. In the event Buyer or Seller utilizes "facsimile" or digital-mail transmitted signed documents, the Parties hereby agree to accept and instruct Escrow Holder to rely upon such documents as if they bore original signatures. Buyer and Seller hereby acknowledge and agree to provide to Escrow Holder, within seventy-two (72) hours after transmission, such documents bearing the original signatures. Buyer and Seller further acknowledge and agree that facsimile documents bearing non-original signatures will not be accepted for recording and that the Parties will provide originally executed documents to Escrow Holder for such purpose. Escrow Holder is authorized to utilize documents which have been signed by Buyer and Seller in counterparts.

3. TERMINATION OF LEASE AGREEMENT. Except for those provisions which expressly survive the Closing, the Parties' Lease shall terminate upon Closing.

4. [RESERVED].

5. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller hereby represents and warrants to Buyer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of the Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of Buyer's obligations under this Agreement:

5.1.1 Hazardous Substances or Waste. Seller has not received any written complaint, order, citation or notice from any Governmental Authority or other person or entity with regard to the presence of Hazardous Substances or Waste or other environmental problems affecting the Property. To Seller's current actual knowledge and except as disclosed in any environmental reports provided by Seller to Buyer, no release of Hazardous Substances or Waste (as defined by the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act, the U.S. Environmental Protection Buyer Regulations at 40 C.F.R., Part 261, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, the Clean Water Act, the Safe Drinking Water Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, and regulations promulgated under any of the foregoing) have come to be located upon or under the Property. As used herein, the terms "Hazardous Substances" or "Waste" mean petroleum (including gasoline, crude oil or any crude oil fraction), waste, trash, garbage, industrial by-product, and chemical or hazardous substance of any nature, including, without limitation, radioactive materials, PCBs, asbestos, pesticides, herbicides, pesticide or herbicide containers, untreated sewerage, industrial process sludge and any other substance identified as a hazardous, toxic or dangerous substance, material or waste in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (commonly known as "CERCLA"), as amended, the Superfund Amendment and Reauthorization Act (commonly known as "SARA"), the Resource Conservation and Recovery Act (commonly known as "RCRA"), or any other federal, state, city or county legislation, regulations, laws or ordinances applicable to the Property.

5.1.2 Pending Litigation. To Seller's current, actual knowledge there is no pending litigation or judicial proceeding against Seller relating to the Property, nor has Seller received any threats that any such litigation or proceeding will be commenced.

5.1.3 No Other Contracts. Seller is not a party to any other contracts for the sale of the Property.

5.1.4 Violations of Laws. To Seller's current, actual knowledge, there are no violations of any governmental laws, ordinances, rules, regulations or orders relating to the Property. The consummation of the transactions contemplated by this Agreement do not violate any law with which Seller must comply.

5.1.5 Unrecorded Easements. To Seller's current, actual knowledge, there are no unrecorded easements or other use or occupancy rights which encumber the Property.

5.1.6 Utility Moratoriums. To Seller's current, actual knowledge, there is no existing, proposed or contemplated utility company or governmental moratorium on the providing of any utility services to the Property.

5.1.7 No Approval Necessary. No approval or consent not previously obtained is necessary in connection with the execution of this Agreement by Seller or the performance of Seller's obligations under this Agreement.

5.1.8 No Violation of Existing Agreements. Neither this Agreement nor anything provided to be done under this Agreement violates or shall violate any contract, document, understanding, agreement or instrument to which Seller is a party or by which it may be bound.

5.1.9 Binding and Enforceable. This Agreement constitutes the legally valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or by equitable principals relating to or limited the rights of creditors generally.

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

5.1.11 No Leases; No Further Agreements or Undertakings. To Seller's current actual knowledge, there are no agreements for occupancy in effect with respect to the Property and no unrecorded agreements that would adversely affect Buyer's title to or use of the Property other than those executed pursuant to the Lease by Buyer's property management company Quality Management Group or by Buyer. Any and all agreements relating to the leasing, operation, maintenance and repair of the Property between

Seller and third parties which burden or otherwise affect the Property or any portion thereof shall be terminated subject to and as of Close of Escrow. Seller shall not enter into any agreements nor undertake any obligations prior to Close of Escrow that would in any way burden, encumber or otherwise affect the Property, including, without limitation, any agreements for occupancy with respect to the Property, or any portion thereof.

5.1.12 Survival. The representations and warranties of Seller set forth in this Section 5, shall survive Closing for a period of eighteen (18) months.

If, prior to the Close of Escrow, Buyer becomes aware that any of Seller's representations or warranties has been materially breached by Seller or is materially incorrect, or that any information or document provided by or on behalf of Seller to Buyer is materially incorrect, then Buyer shall have the right to terminate this Agreement by providing Seller and Escrow Agent with written notice within five (5) days of Buyer becoming aware of such material breach or inaccuracy. Seller shall promptly notify Buyer in writing if Seller becomes aware on or before the Close of Escrow that any of its representations or warranties was not or is no longer true and correct.

6. ACKNOWLEDGMENT OF FULL SATISFACTION.

6.1 Full Satisfaction. By execution of this Agreement, Seller, on behalf of itself, its successors and assigns, hereby acknowledges that this Agreement, once fully performed, provides full and complete payment and satisfaction for the acquisition of the Property by Buyer, and Seller hereby expressly and unconditionally waives any claim for damages, relocation assistance benefits, interest, loss of goodwill, severance damages, claims for inverse condemnation or unreasonable pre-condemnation conduct, or any other compensation or benefits other than as already expressly provided for in this Agreement, it being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Property.

6.2 Survival of Acknowledgments. The provisions of Section 6.1, above, shall survive recordation of the Grant Deed and the Close of Escrow.

7. TERMINATION, DEFAULTS, REMEDIES.

7.1 Exercise of Rights to Terminate. In the event Buyer or Seller elects to exercise its rights to terminate this Agreement and the Escrow as provided in this Agreement, then Buyer or Seller, as applicable, may so terminate by giving notice, in writing, prior to the Close of Escrow, of such termination to the other Party and Escrow Holder. In such event, the Party so terminating shall pay all Escrow Holder and Title Company termination fees and charges (collectively, "**Termination Costs**"). Upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for the obligation of the Party so terminating to pay Termination Costs as provided herein, and excepting for the obligations under this Agreement that expressly survive any termination of this Agreement, shall cease and terminate.

7.2 Buyer's Breach. IN THE EVENT THE SALE OF THE PROPERTY IS NOT CONSUMMATED BECAUSE OF A DEFAULT UNDER OR BREACH OF THIS AGREEMENT ON THE PART OF THE BUYER, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO FIX THE ACTUAL

DAMAGE TO SELLER. BUYER AND SELLER THEREFORE AGREE THAT, IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS HEREIN PROVIDED BY REASON OF BUYER'S BREACH OR DEFAULT, THE AMOUNT OF ANY PREVIOULSY RELEASED FUNDS, INCLUDING THE DEPOSIT AND OPTION CONSIDERATION IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES AND THAT SELLER SHALL BE ENTITLED TO SAID SUM AS LIQUIDATED DAMAGES, WHICH SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY, EITHER AT LAW OR IN EQUITY. IN SUCH EVENT, THE ESCROW HOLDER SHALL, UPON WRITTEN DEMAND BY SELLER WITHOUT JOINDER OF BUYER, IMMEDIATELY DELIVER THE DEPOSIT TO SELLER IN CASH OR OTHER IMMEDIATELY AVAILABLE FUNDS. THE FOREGOING DOES NOT LIMIT BUYER'S LIABILITY UNDER INDEMNITY OR OTHER PROVISION OF THIS AGREEMENT WHICH BY ITS TERMS SURVIVES A TERMINATION OF THIS AGREEMENT OR IS TO BE PERFORMED AFTER CLOSING. TO SIGNIFY THEIR AWARENESS AND AGREEMENT TO BE BOUND BY THE TERMS AND PROVISIONS OF THIS PARAGRAPH 7.2 BUYER AND SELLER HAVE SEPARATELY INITIALED THIS PARAGRAPH.

SELLER INITIALS: _____ BUYER'S INITIALS: _____

7.3 Seller's Breach. In the event Seller breaches any obligation hereunder which Seller is to perform prior to the Close of Escrow, and fails to cure such breach within a reasonable period of time determined at the reasonable discretion of Buyer, then, in addition to pursuing any other rights or remedies which Buyer may have at law or in equity, Buyer may, at Buyer's option, (i) terminate this Agreement and the Escrow by giving notice, in writing, prior to Close of Escrow, of such termination to Seller and Escrow Holder, and Escrow Holder shall immediately return the Deposit to Buyer; or (ii) initiate an action for specific performance of this Agreement. Should Buyer elect to terminate this Agreement and the Escrow as provided herein, then Seller shall pay all Termination Costs. Upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for the obligation of the Seller to pay Termination Costs as provided herein, and excepting for the obligations under this Agreement that expressly survive any termination of this Agreement, shall cease and terminate.

7.4 Return of Funds and Documents; Release of Liability as to Escrow Holder In the event Escrow Holder terminates the Escrow as a result of having received notice, in writing, from Buyer or Seller of its election to terminate the Escrow as provided in this Section 7, then Escrow Holder shall terminate the Escrow and return all funds, less Termination Costs, as appropriate, and documents to the Party depositing the same. Further, the Parties hereby release Escrow Holder, and shall hold Escrow Holder free and harmless, from all liabilities associated with such termination excepting for Escrow Holder's obligations to return funds and documents as provided herein, to the party entitled to such funds and documents. It is expressly agreed that the provisions of this Section 7.4 shall survive any termination of this Agreement.

7.5 Survival of the Lease and Option. In the event this Agreement is terminated and/or the sale of the Real Property is not consummated for any reason, the parties agree that the Lease shall remain in full force and effect, and Buyer's Purchase Option shall continue in accordance with its terms. Nothing in this Agreement shall be construed to terminate, waive, or

impair Buyer's rights obligations under the Lease or the Option, except as may be expressly agreed in writing by both parties.

8. NOTICES AND DEMANDS. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Buyer:	City of Fontana City Hall Attn: City Manager 8353 Sierra Avenue Fontana, CA 92335
With Copy to:	Best Best & Krieger LLP Attn: Jessica K. Lomakin, Esq. 2855 E. Guasti Road, Suite 400 Ontario, CA 91761
To Seller:	Aldea Fontana Foothill, LLC Attn: Mohammad Monshizadeh 1 Venture, Suite 130 Irvine, CA 92618
	With Electronic Copy to: Mousavi Law, PC 4343 Von Karman Ave., Suite 250J Newport Beach, CA 92660 amy@mousavilawpc.com
To Escrow Holder:	First American Title Insurance Company 4380 La Jolla Village Drive, #200 San Diego, CA 92122 Attn: Sheri Keene, Escrow Officer

9. INDEMNITY BY SELLER. Seller shall, at Seller's sole cost and expense, indemnify, protect and defend (with counsel of Buyer's choice) and hold Buyer, its officers and/or

directors and its successors and assigns, harmless from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses of any kind or nature whatsoever, including, without limitation, reasonable attorney's fees, court costs and litigation expenses, that Buyer may reasonably incur or sustain by reason of or in connection with (i) the Property or Seller's ownership or operation thereof on or before the Close of Escrow, (ii) the use on or before the Close of Escrow of the Property by Seller or any third party, including, without limitation, any tenant, invitee or licensee of Seller, (iii) any breach of any covenant, agreement, representation or warranty of Seller contained in this Agreement; and (iv) the Seller's violation of any federal, state or local law, ordinance or regulation, occurring or allegedly occurring with respect to the Property prior to the Close of Escrow. This indemnity by Seller herein contained shall survive recordation of the Grant Deed and the Close of Escrow. Notwithstanding anything to the contrary contained herein, Seller's indemnity under this Section 9 shall expressly exclude, and Seller shall have no responsibility or liability for, any matters arising from or attributable to Buyer's possession, use, or control of the Property during the period of Buyer's occupancy pursuant to the Lease.

10. POSSESSION; RISK OF LOSS. Buyer shall be entitled to sole possession, of the Property immediately upon Close of Escrow. All risk of loss or damage to the Property will pass from the Seller to the Buyer at the Close of Escrow. In the event that material loss or damage occurs to the Property, or any portion thereof, prior to the Close of Escrow, Buyer may elect to terminate this Agreement as provided in Section 7.1 herein.

11. BROKERS AND SALES COMMISSIONS. Seller and Buyer each represent and warrant to the other that no broker, agent or finder has been engaged by them in connection with the transaction described in this Agreement. Each of the parties shall indemnify and defend the other party and hold it harmless from any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, which the other party may incur or sustain by reason of or in connection with any misrepresentation or breach of warranty by the indemnifying party with respect to the foregoing.

12. MISCELLANEOUS

12.1 Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the transaction herein contemplated and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

12.2 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

12.3 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

12.4 Captions. Any captions to, or headings of, the Sections or subsections of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

12.5 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

12.6 Exhibit. The Exhibits referenced herein and attached hereto are hereby incorporated herein by this reference.

12.7 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

12.8 Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of California, without application of conflicts of law principles. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County in which the Property is located.

12.9 Assignment. Buyer shall have the right to assign this Agreement, and any right or obligation herein, to any party of its choice with Seller written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Seller shall not assign this Agreement, or any right or obligation herein, to any party without the prior written consent of Buyer, which consent may be given or withheld in Buyer's sole discretion; provided, however, that Seller may, without Buyer's consent, assign this Agreement to any entity that is wholly controlled by Seller. In the event of any assignment by Seller, Seller shall not be relieved of liability hereunder.

12.10 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the voluntary and involuntary successors and assigns of the Parties hereto.

12.11 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

12.12 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting thereof.

12.13 Legal Fees. Each Party shall be responsible for payment of its own attorney's fees and expenses with respect to negotiation and preparation of this Agreement and processing of the Escrow. In the event of the bringing of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all costs and expenses of suit, including actual reasonable attorney's fees.

12.14 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

12.15 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

IN WITNESS WHEREOF, each Party has executed this Agreement on the date set forth below next to that Party's signature.

[SIGNATURES APPEAR ON NEXT PAGE]

"BUYER"

CITY OF FONTANA,
a municipal corporation

Dated: _____, 2025

By: _____
Matthew C. Ballantyne, City Manager

Attest:

_____
Germaine Key, City Clerk

Approved as to Form:

_____
Best Best & Krieger LLP

"SELLER"

ALDEA FONTANA FOOTHILL, LLC,
a California limited liability company

Dated: _____, 2025

By: _____

ACCEPTANCE BY ESCROW HOLDER

We acknowledge receipt on _____, 2025, of a fully executed copy of the foregoing "Agreement for Purchase and Sale and Joint Escrow Instructions" fully executed by Seller and Buyer. This escrow is assigned _____

[Title]

By: _____
[Name]

LIST OF EXHIBITS

EXHIBIT “A” – LEGAL DESCRIPTION OF PROPERTY

EXHIBIT “B” – GRANT DEED

EXHIBIT “C” – BILL OF SALE

EXHIBIT “D” – ASSIGNMENT AND ASSUMPTION

EXHIBIT "A" TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

Legal Description of Property

LEGAL DESCRIPTION

Real property in the City of Fontana, County of San Bernardino, State of California, described as follows:

Parcel 1:

Parcel 1 of PARCEL MAP NO. 19941, in the City of Fontana, County of San Bernardino, State of California, as per Map recorded in Book 260 of Parcel Maps at Pages 100-102, in the Office of the County Recorder of said County.

Parcel 2:

An easement for the purpose of lying and maintaining sewer pipes and erecting and maintaining poles and wires for electric service over that portion of Lot 52, Arrowhead Vineyard Tract #1, Section 2, Township 1 South, Range 6 West, San Bernardino Base and Meridian, recorded in Book 16, Page 69 of Maps, records of said County, described as follows:

A strip of land 5 feet in width beginning at the intersection of Foothill Boulevard with the Westerly line of said Lot 52 and running Easterly along the Northerly boundary of Foothill Boulevard as established by Deed from Dalciade Laliberty and Ella F. Laliberty, husband and wife, dated July 29, 1927 and recorded in Book 304 of Official Records, Page 314, a distance of 330 feet.

Saving and excepting the South 20 feet of said Lot 52 in State Highway.

APN: 1110-161-09-0-000, (New APN: 1110-161-44-0-000, not yet assessed)

EXHIBIT "B" TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

Grant Deed

[Attached]

RECORDING REQUESTED BY:

[TITLE]

WHEN RECORDED RETURN TO:

CITY OF FONTANA
8353 Sierra Avenue
Fontana, CA 92335
Attn: City Clerk

GRANT DEED

Space above this line for Recorder's Use
No Recording Fee Pursuant to Gov't Code § 27383
No Documentary Transfer Tax Pursuant to
California Revenue & Taxation Code § 11922

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **ALDEA FONTANA FOOTHILL, LLC, a California limited liability company** ("**Grantor**") hereby GRANTS to **CITY Of FONTANA, a municipal corporation** ("**Grantee**"), the following described real property in the City of Fontana, County of San Bernardino, State of California:

SEE EXHIBIT "1" ATTACHED HERETO.

Dated: _____, 2025

ALDEA FONTANA FOOTHILL, LLC, a California limited liability company

By: EXHIBIT ONLY – DO NOT EXECUTE
_____(Name)
_____(Title)

STATE OF CALIFORNIA)

COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

LEGAL DESCRIPTION

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Saving and excepting the South 20 feet of said Lot 52 in State Highway.

APN: 1110-161-09-0-000, (New APN: 1110-161-44-0-000, not yet assessed)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the above Grant Deed from **ALDEA FONTANA FOOTHILL, LLC, a California limited liability company ("Grantor")** to **CITY OF FONTANA** ("**Grantee**"), is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority conferred by the Grantee's governing board, and Grantee hereby consents to recordation of said Grant Deed.

CITY OF FONTANA,
a municipal corporation

Dated: _____, 2025

By: _____
Matthew C. Ballantyne, City Manager

Attest:

_____
Germaine Key, City Clerk

EXHIBIT "C" TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

Bill of Sale

[Attached]

BILL OF SALE

This Bill of Sale is made as of this ____ day of _____, 2025, by **ALDEA FONTANA FOOTHILL, LLC, a California limited liability company** ("**Seller**"), in favor of **CITY OF FONTANA, a municipal corporation** ("**Buyer**").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby assigns and transfers to Buyer, its successors and assigns, all of Seller's right, title and interest in and to all the personal property (collectively, the "Personal Property") owned by Seller and located on the Real Property (more particularly described on Exhibit "1" hereto) as of the date hereof.

The Personal Property transferred hereby is transferred "AS IS", "WHERE IS" and "WITH ALL FAULTS", and without any representation or warranty whatsoever.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the day and year first above written.

Dated: _____, 2025

ALDEA FONTANA FOOTHILL, LLC, a California limited liability company

By: _____

_____(Name)

_____(Title)

LEGAL DESCRIPTION

Real property in the City of Fontana, County of San Bernardino, State of California, described as follows:

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Saving and excepting the South 20 feet of said Lot 52 in State Highway.

APN: 1110-161-09-0-000, (New APN: 1110-161-44-0-000, not yet assessed)

EXHIBIT "D" TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

Assignment and Assumption

[Attached]

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (the "Assignment") is made as of the ____ day of _____, 20025, by and between **ALDEA FONTANA FOOTHILL, LLC, a California limited liability company** ("**Assignor**"), in favor of **CITY OF FONTANA, a municipal corporation** ("**Assignee**").

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee as of the date title to the property described on Exhibit 1 attached hereto and incorporated herein by this reference (the "Property") is transferred to Assignee (the "Transfer Date"), all of the following relating to the Property, to the extent assignable, and without representation or warranty of any kind whatsoever, express or implied:

(a) any and all assignable governmental licenses, permits, certificates (including certificates of completion and certificates of occupancy), authorizations and approvals held by Assignor in connection with the current occupancy, use and operation of, and construction upon, the Property (collectively, the "Permits"); and

(b) any and all assignable warranties and guaranties including, without limitation, contractor's, architect's and manufacturer's warranties and guaranties held by Assignor and given by third parties with respect to the Property (collectively, the "Warranties").

2. Assignee accepts this Assignment and hereby assumes and agrees to perform from and after the Transfer Date all of Assignor's covenants, agreements and obligations under the Permits, and Warranties.

3. The Parties shall engage in good faith non-binding mediation prior to initiation of any litigation. If legal action is commenced to enforce or to declare the effect of any provision of this Assignment, or any document executed in connection with this Assignment, the prevailing party shall be entitled to recover from the non-prevailing party attorneys' fees and other litigation costs. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit on this Assignment or any document executed in connection with this Assignment shall be entitled to its attorneys' fees incurred in any post judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Assignment or any document executed in connection with this Assignment into any judgment on this Assignment or any document executed in connection with this Assignment.

4. This Assignment shall binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors in interest and assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this Assignment and Assumption is made as of the day and year first above written.

"ASSIGNOR"

ALDEA FONTANA FOOTHILL, LLC,
a California limited liability company

Dated: _____, 2025

By: _____
_____(Name)
_____(Title)

"ASSIGNEE"

CITY OF FONTANA,
a municipal corporation

Dated: _____, 2025

By: _____
Matthew C. Ballantyne, City Manager

Attest:

_____
Germaine Key, City Clerk

Approved as to Form:

_____
Best Best & Krieger LLP

EXHIBIT "1" TO BILL OF SALE

EXHIBIT "1" TO ASSIGNMENT AND ASSUMPTION
LEGAL DESCRIPTION

LEGAL DESCRIPTION

Real property in the City of Fontana, County of San Bernardino, State of California, described as follows:

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Saving and excepting the South 20 feet of said Lot 52 in State Highway.

APN: 1110-161-09-0-000, (New APN: 1110-161-44-0-000, not yet assessed)

File #: 25-0431
Agenda #: A.

Agenda Date: 9/9/2025
Category: Public Hearing

FROM:
Planning Department

SUBJECT:
Appeal No. 25-0001: Request to overturn the Planning Commission's June 3, 2025 decision certifying a Final Environmental Impact Report (State Clearinghouse Number 2023030788) and adopting a Mitigation, Monitoring, and Reporting Program, and approving Tentative Parcel Map No. 22-000025 (TPM No. 20611) and Design Review No. 22-000051 for the consolidation of six (6) parcels into one parcel and the vacation of Windflower Avenue and the development of an industrial warehouse building totaling approximately 398,514 square feet on approximately 18.3 acres located between Sierra Avenue and Mango Avenue, approximately 1,300 feet south of Summit Avenue (Assessor Parcel Numbers: 1119-241-10, -13, -18, -25, -26, and -27).

RECOMMENDATION:
Deny Appeal No. 25-0001, thereby upholding the Planning Commission's decision on June 3, 2025 approving, pursuant to the certification of a Final Environmental Impact Report and adoption of a Migitation Monitoring and Reporting Program, Tentative Parcel Map No. 22-000025 (TPM No. 20611) and Design Review No. 22-000051 for the consolidation of six (6) parcels into one parcel and the vacation of Windflower Avenue and development of an industrial commerce building totaling approximately 398,514 square feet on approximately 18.3 acres located between Sierra Avenue and Mango Avenue, approximately 1,300 feet south of Summit Avenue (APN Nos.: 1119-241-10, -13, -18, -25, -26, and -27).

APPELLANT / APPEAL APPLICANT:
Appeal No. 25-0001: Golden State Environmental Justice Alliance, 765 N. Main Street, Ste. 151, Corona, CA 92880.

COUNCIL GOALS:
- Promote economic development by concentrating on job creation.
- Promote economic development by establishing a quick, consistent development process.
- Promote economic development by being business friendly at all levels and striving to constantly improve the city's competitiveness.

DISCUSSION:
On June 16, 2025, the City received an application for an appeal (Appeal No. 25-0001) from Golden State Environmental Justice Alliance. The application is a request to overturn the Planning Commission certification of a Final Impact Report ("FEIR") and adoption of a Mitigation Monitoring and Reporting Program ("MMRP"), and approval of the consolidation of six parcels into one, vacation of Windflower Avenue, and development of an industrial warehouse building totaling approximately 398,514 square feet.

Project entitlement includes Tentative Parcel Map No. 22-000025 (TPM No. 20611) and Design Review (DRP) No. 22-000051 along with the certification of an FEIR, (SCH No. 2023030788) and adoption of an MMRP for the consolidation of six (6) parcels into one parcel and vacate Windflower Avenue and development of an industrial warehouse building totaling approximately 398,514 square feet on approximately 18.3 acres between Sierra Avenue and Mango Avenue, approximately 1,300 feet south of Summit Avenue (APN Nos.: 1119-241-10, -13, -18, -25, -26, and -27).

Background:
The Planning Commission held a public hearing on June 3, 2025, and certified the FEIR, (SCH No. 2023030788), adopted an MMRP and a Statement of Facts and Findings for the project, and approved Tentative Parcel Map No. 22-000025 (TPM No. 20611) and Design Review No. 22-000051 along with adoption of Resolution PC Number 2025-019 and Resolution PC 2025-020, with a vote of 3-0. The staff report and attachments for the June 3, 2025, Planning Commission hearing for the project, along with meeting minutes, are included as Attachment Nos. 3 and 4, respectively, to this staff report.

The EIR for the Sierra Distribution Facility Project (SCH No. 2023030788) was made available for the public review at the City's website: <<https://www.fontanaca.gov/2137/Environmental-Documents>>, front counter, and reviewed by the Planning Commission at the June 3, 2025, regular meeting.

Appeal:
Subsequent to the Planning Commission's June 3, 2025, approval, the City received an appeal application. In summary, the appellant claims that the EIR does not accurately or adequately describe the project as "the whole of an action." The appellant alleges that the EIR mislead the public and decision makers by circumventing an adequate and accurate environmental analysis for the entire scope of construction and operation. The appellant also asserts that the Planning Commission should have requested a revised EIR to include more information on the whole of an action and status of the vacation of Windflower Avenue. The applicant's letters state that the Planning Commission's findings and approval of the Project are unsupported by substantial evidence, namely the Project's alleged piecemealing, inadequate environmental analysis, that the EIR did not provide accurate site plan, floor plan, conceptual grading plans, building elevations, and project narrative for public review, a failure to provide information on the vacation of Windflower Avenue, that the EIR does not include analysis relevant to environmental justice, and that the health risk impacts associated with construction and operation of the Project may be underestimated and inadequately addressed. Responses to the letters have been prepared to address the issues raised by the appellant.

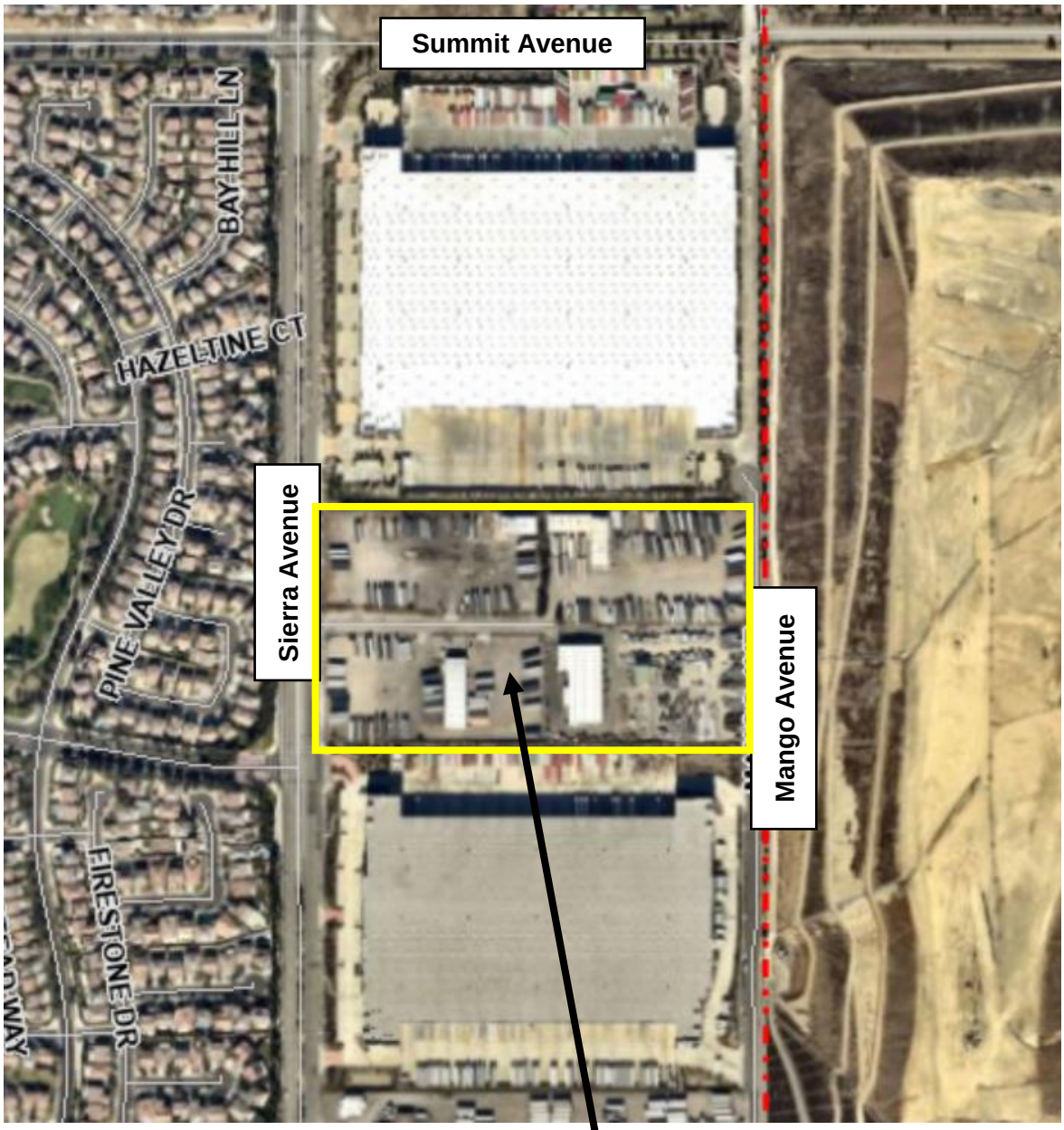
The project environmental consultant (Kimley-Horn), who prepared the EIR for the Sierra Distribution Facility building project, has prepared written responses to the applicant's claims. The responses explain why the claims raised in the Golden State Environmental Justice letter were not significant and the EIR was created adequately. Also, the detailed response to the claims raised in the appeal finds that none of the comments provide substantial evidence to support any revisions to the EIR or requires the revision of any of the findings made by the Planning Commission.

FISCAL IMPACT:

None.

MOTION:
Approve staff's recommendation.

ATTACHMENTS:
1. Vicinity Map
2. Appellant Letter - Golden State Environmental Justice Alliance & Response Memorandum
3. Applicant's Environmental Consultant Response to Appeal Letter
4. Planning Commission June 3, 2025, Packet
5. Planning Commission Minutes of June 3, 2025
6. Clerk of the Board Fee Receipt and NOD
7. Public Hearing Notice



CITY OF FONTANA PLANNING DEPARTMENT

VICINITY MAP

DATE: September 9, 2025

CASE: Master Case No. 22-000104
Appeal 25-0001

ATTACHMENT NO. 1

BLUM, COLLINS & HO LLP
ATTORNEYS AT LAW
AON CENTER
707 WILSHIRE BOULEVARD
SUITE 4880
LOS ANGELES, CALIFORNIA 90017
(213) 572-0400

October 23, 2024

Salvador Quintanilla
Senior Planner
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335

Via Email to:
squintanilla@fontanaca.gov

Subject: Comments on Sierra Distribution Facility Project EIR (SCH NO. 2023030788)

Dear Mr. Quintanilla,

Thank you for the opportunity to comment on the Environmental Impact Report (EIR) for the proposed Sierra Distribution Facility Project. Please accept and consider these comments on behalf of Golden State Environmental Justice Alliance. Also, Golden State Environmental Justice Alliance formally requests to be added to the public interest list regarding any subsequent environmental documents, public notices, public hearings, and notices of determination for this project. Send all communications to Golden State Environmental Justice Alliance P.O. Box 79222 Corona, CA 92877.

1.0 Summary

The project proposes the demolition of four existing buildings and construction and operation of a 398,514 square foot (sf) warehouse building including 10,000 sf of office space on an approximately 18.3-acre site. The building proposes 54 truck/trailer loading dock doors and the site provides 125 passenger car parking spaces and 118 truck/trailer parking spaces.

1.1 Project Piecemealing

The EIR does not accurately or adequately describe the project, meaning "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment" (CEQA § 15378). The proposed project is a piecemealed portion of a larger overall project to be developed within the larger Seefried Industrial Center in the City.

The EIR misleads the public and decision makers by circumventing adequate and accurate environmental analysis for the whole of the action - construction and operation of all Seefried Industrial Center buildings as a whole. At minimum, piecemealed projects include MCN 22-000105[1] (400,000 sf warehouse building located at 16025 Slover Ave.), MCN 15-000060[2] (424,427 sf warehouse building), MCN 17-000067[3] (376,910 sf warehouse building), MCN 22-000079[4] (490,565 sf warehouse building), and the proposed project, MCN 22-000104[5] (398,034 sf warehouse building). Notably, MCN 22-000079 was submitted to the lead agency on July 7, 2022; MCN 22-000105 was submitted to the lead agency on August 16, 2022; and the proposed project, MCN 22-000104, was submitted to the lead agency on August 29, 2022, meaning that these three projects were submitted successively over six weeks as piecemealed projects.

A project EIR must be prepared that accurately represents the whole of the action without piecemealing the project into separate, smaller development projects to present unduly low environmental impacts. CEQA Section 15161 describes project EIRs as examining "the environmental impacts of a specific development project. This type of EIR should focus primarily on the changes in the environment that would result from the development project. The EIR shall examine all phases of the project including planning, construction, and operation." The specific development project is the construction and operation of all Seefried buildings.

Additionally, CEQA Section 15146 requires that the degree of specificity in an EIR "will correspond to the degree of specificity involved in the underlying activity which is described in the EIR. (a) An EIR on a construction project will necessarily be more detailed in the specific effects of the project than will be an EIR on the adoption of a local general plan or comprehensive zoning ordinance because the effects of the construction can be predicted with greater accuracy." Because there are multiple proposed buildings as part of a single project, the project EIR must be

[1] MCN 22-000105 https://aca-prod.accela.com/FONTANA/Cap/CapDetail.aspx?Module=Planning&capID1=22HIS&capID2=00000&capID3=07U4K&agencyCode=FONTANA
[2] MCN 15-000060 https://aca-prod.accela.com/FONTANA/Cap/CapDetail.aspx?Module=Planning&TabName=Planning&capID1=15HIS&capID2=00000&capID3=07TJB&agencyCode=FONTANA&IsToShowInspection=
[3] MCN 17-000067 https://aca-prod.accela.com/FONTANA/Cap/CapDetail.aspx?Module=Planning&capID1=17HIS&capID2=00000&capID3=07TON&agencyCode=FONTANA
[4] MCN 22-000079 https://aca-prod.accela.com/FONTANA/Cap/CapDetail.aspx?Module=Planning&TabName=Planning&capID1=22HIS&capID2=00000&capID3=07U3Y&agencyCode=FONTANA
[5] MCN 22-000104 https://aca-prod.accela.com/FONTANA/Cap/CapDetail.aspx?Module=Planning&TabName=Planning&capID1=22HIS&capID2=00000&capID3=07U4J&agencyCode=FONTANA&IsToShowInspection=

more detailed in the specific effects of the project. A project EIR must be prepared which accurately represents the whole of the action without piecemealing the project into separate, smaller development projects or development areas to present unduly low environmental impacts.

3.0 Project Description

The EIR does not include a detailed site plan, floor plans, or a conceptual grading plan. The basic components of a Planning Application include a detailed site plan, floor plan, conceptual grading plan, written narrative, and detailed elevations. The site plan provided in Figure 3-5: Overall Site Plan has been edited for public review to remove meaningful information such as the legend, general notes, floor area ratio, and site coverage. All of these basic items are necessary to conduct any type of analysis, and the EIR is inadequate as an informational document as it is not possible to ascertain any meaningful analysis based upon the information provided.

The elevations provided in Figure 3-6: Building Design and Elevations also do not provide meaningful information such as the building heights to their highest points, specific colors, or materials to be used. Additionally, the EIR states that, "With regard to earthwork volumes, cut would total 82,237 cubic yards and fill would total 87,574 cubic yards; a difference of 4,336 cubic yard short," but there is no method for the public to verify this claim, such as through review of a grading plan. Providing the complete grading plan to verify the earthwork quantities is vital as this directly informs the quantity of necessary truck hauling trips due to soil import/export during the grading phase of construction. A revised EIR must be prepared to include wholly accurate and unedited detailed floor plan, grading plan, site plan, building elevations, and project narrative for public review.

The Project Description also describes site circulation as, "Access to the Project site would be provided via one right-in/right-out driveway along Sierra Avenue (for auto traffic only) and two driveways along Mango Avenue (one full access and one for auto traffic only)." However, the driveway on Sierra Avenue is 50 feet wide and provides direct access for trucks/trailers to the dock court. This is confirmed by the EIR's statement in the Transportation section that, "Trucks would enter the site via northbound Sierra Avenue and exit the site via southbound Mango Avenue. Mango Avenue intersects with Sierra Lakes Parkway which reconnects with Sierra Avenue. Trucks would access southbound Sierra Avenue from this point to reach SR-210 and regional destinations beyond." The Sierra Avenue driveway can feasibly accommodate truck/trailer trips and must be included for modeling. A revised EIR must be prepared to include this information in the Project Description in order to provide an internally consistent and adequate informational document.

Further, the EIR does not provide any information regarding the status of Windflower Avenue, a street that bisects the project site. The EIR must be revised to provide information and analysis throughout the document regarding any required street vacation and subsequent amendment to the General Plan Circulation Element Maps to remove Windflower Avenue.

3.3 Project Location, Setting, Surrounding Land Uses, and Land Use and Zoning Designations

CEQA Guidelines Section 15125 (a)(1) states that the lead agency shall describe the environmental setting based on existing conditions at the time the Notice of Preparation is published. The NOP for the EIR was issued on April 3, 2023[6]. The EIR analyzes throughout the document that there are four "existing businesses" operating on the site and provides the project with associated "existing operations" reductions credit in each section of analysis. As an example, Table 1: Existing Trip Generation within Appendix K: Transportation provides trip generation reduction credits for "existing uses." Notably, the Trip Counts were taken on June 14, 15, and 16, 2022, which is 10 months prior to the issuance of the NOP for the EIR on April 3, 2023[7]. Utilizing trip counts prior to the date established and utilized for the Environmental Setting does not provide the most accurate picture practically possible of the project's impacts pursuant to CEQA Section 15125. Seefried completed assemblage and acquisition of the project site in June 2021. Knowing that redevelopment was imminent, the project applicant requested vehicle trip counts be recorded at the project site very early on in the process (June 2022) in order to create artificially inflated daily vehicle trips that do not match the Environmental Setting.

Notably, of the four "businesses" on the site described within the EIR, only one (Aluma Systems) has a business license issued by the City of Fontana[8] at the property address. A tenant cannot operate without a business license. The EIR overstates the existing operations at the project site to artificially inflate "existing" emissions, trip generation, and VMT, which subsequently reduces the "net new" quantity of emissions, trip generation, and VMT generated by the proposed project and skews impacts downwards. A revised EIR must be prepared to remove any credit given for the described "existing businesses" in order to accurately and adequately analyze the project's significant impacts in accordance in order to provide an adequate and accurate analysis throughout the entire EIR document.

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[6] https://files.ceqanet.opr.ca.gov/286639-1/attachment/33NRj9U4xMwpoK2YOufRr_BxBZdBSL-63XLM0_wFErFf6KzH6-BS1qMVAsNNBIQY2-_cmpu2CZezlrFi0

[7] https://files.ceqanet.opr.ca.gov/286639-1/attachment/33NRj9U4xMwpoK2YOufRr_BxBZdBSL-63XLM0_wFErFf6KzH6-BS1qMVAsNNBIQY2-_cmpu2CZezlrFi0

[8] City of Fontana Business License Search https://bl.fontana.org/Search/

Further, Section 30-522 (1) - Industrial Districts of the Fontana Municipal Code[9] establishes and defines the Light Industrial (M-1) district as follows:

"An industrial zoning district that accommodates employee-intensive uses, such as business parks, research and technology centers, offices, and supporting retail uses, high cube/warehousing which does not permit heavy manufacturing, processing of raw materials, or businesses logistics which generate high volumes of truck traffic."

The EIR does not provide any information here about the M-1 district other than the statement that, "the Project is consistent with the City's General Plan land use designation and the zoning." The Land Use and Planning section describes the M-1 district as follows:

"...accommodates employee-intensive uses, such as business parks, research, and technology centers, offices, and supporting retail uses, high cube/ warehousing which does not permit heavy traffic manufacturing, processing of raw materials, and permits other types of industrial uses not suitable for location in the M-1 district."

The EIR has manipulated the definition and permitted uses within the M-1 district in order to obfuscate that the proposed use is not permitted in the M-1 district. Table 2: Project Trip Generation within Appendix K: Transportation demonstrates that the project will generate 239 truck trips per day. This is a high volume of truck traffic and therefore the proposed use is not permitted within the M-1 district. The EIR must be revised to state verbatim the definition of the M-1 district from the City's Municipal Code, that the proposed use is not permitted within the M-1 district, and include a finding of significance due to this inconsistency. Further, the EIR must be revised throughout the document to include this information and analysis in order to comply with CEQA's requirements for meaningful disclosure and adequate informational documents. (CEQA § 15121).

4.3 Air Quality, 4.6 Energy, and 4.8 Greenhouse Gas Emissions

The EIR does not include for analysis relevant environmental justice issues in reviewing potential impacts, including cumulative impacts from the proposed project. The EIR provides general information about CalEnviroScreen but does not provide meaningful analysis regarding project census tract and the health impacts of pollution. This is in conflict with CEQA Guidelines Section 15131 (c), which requires that "Economic, social, and particularly housing factors shall be

9 https://library.municode.com/ca/fontana/codes/zoning_and_development_code?nodeId=CH30ZODECO_ARTVIIINZODI

considered by public agencies together with technological and environmental factors in deciding whether changes in a project are feasible to reduce or avoid the significant effects on the environment identified in the EIR. If information on these factors is not contained in the EIR, the information must be added to the record in some other manner to allow the agency to consider the factors in reaching a decision on the project." This is especially significant as the surrounding community is highly burdened by pollution and the project census tract is designated as an SB 535 Disadvantaged Community.

According to CalEnviroScreen 4.0[10], CalEPA's screening tool that ranks each census tract in the state for pollution and socioeconomic vulnerability, the proposed project's census tract (6071002704) ranks worse than 94% of the rest of the state in overall pollution burden. The proposed project's census tract and surrounding community bears the impact of multiple sources of pollution and is more polluted than average on several pollution indicators measured by CalEnviroScreen. For example, the project census tract ranks in the 95th percentile for ozone burden, the 94th percentile for PM 2.5 burden, the 90th percentile for diesel particulate matter burden, and the 70th percentile for traffic impacts. All of these environmental factors are typically attributed to heavy truck activity in the area. Ozone can cause lung irritation, inflammation, and worsening of existing chronic health conditions, even at low levels of exposure[11]. The very small particles of diesel PM can reach deep into the lung, where they can contribute to a range of health problems. These include irritation to the eyes, throat and nose, heart and lung disease, and lung cancer[12].

The census tract ranks in the 96th percentile for contaminated drinking water and 97th percentile for groundwater threats. Poor communities and people in rural areas are exposed to contaminants in their drinking water more often than people in other parts of the state[13]. People who live near contaminated groundwater may be exposed to chemicals moving from the soil into the air inside their homes[14].

The census tract also ranks in the 94th percentile for solid waste facility impacts and 85th percentile for hazardous waste facility impacts. Solid waste facilities can expose people to hazardous chemicals, release toxic gases into the air (even after these facilites are closed), and chemicals can

[10] CalEnviroScreen 4.0 https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40
[11] OEHHA Ozone https://oehha.ca.gov/calenviroscreen/indicator/air-quality-ozone
[12] OEHHA Diesel Particulate Matter https://oehha.ca.gov/calenviroscreen/indicator/diesel-particulate-matter
[13] OEHHA Contaminated Drinking Water https://oehha.ca.gov/calenviroscreen/drinking-water
[14] OEHHA Groundwater Threats https://oehha.ca.gov/calenviroscreen/indicator/groundwater-threats

leach into soil around the facility and pose a health risk to nearby populations[15]. Hazardous waste generators and facilities contribute to the contamination of air, water and soil near waste generators and facilities can harm the environment as well as people[16].

The census tract also bears more impacts from cleanup sites than 88% of the state. Chemicals in the buildings, soil, or water at cleanup sites can move into nearby communities through the air or movement of water[17].

Further, the census tract is a diverse community including 46% Hispanic, 14% African-American and 13% Asian-American residents, whom are especially vulnerable to the impacts of pollution. The community has a high rate of low educational attainment, meaning 49% of the census tract over age 25 has not attained a high school diploma, which is an indication that they may lack health insurance or access to medical care. Medical care is vital for this census tract as it ranks in the 83rd percentile for incidence of cardiovascular disease and 49th percentile for incidence of asthma. The community also has a high rate of linguistic isolation, meaning 40% of the census tract speaks little to no English and faces further inequities as a result.

Additionally, the proposed project's census tract (6071002704) and the census tract adjacent to the project site (6071002301 (south)) are identified as SB 535 Disadvantaged Communities[18]. This indicates that cumulative impacts of development and environmental impacts in the City are disproportionately impacting these communities. The EIR does not discuss that the project site and surrounding area are disadvantaged communities and does not utilize this information in its analysis. The negative environmental, health, and quality of life impacts of the warehousing and logistics industry in Fontana have become distinctly inequitable and this information must be included for analysis as part of a revised EIR.

The State of California lists three approved compliance modeling softwares[19] for non-residential buildings: CBECC-Com, EnergyPro, and IES VE. CalEEMod is not listed as an approved software. The CalEEMod modeling does not comply with the 2022 Building Energy Efficiency Standards and under-reports the project's significant Energy impacts and fuel consumption to the

[15] OEHHA Solid Waste Facilities https://oehha.ca.gov/calenviroscreen/indicator/solid-waste-sites-and-facilities
[16] OEHHA Hazardous Waste Generators and Facilities https://oehha.ca.gov/calenviroscreen/indicator/hazardous-waste-generators-and-facilities
[17] OEHHA Cleanup Sites https://oehha.ca.gov/calenviroscreen/indicator/cleanup-sites
[18] OEHHA SB 535 Census Tracts https://oehha.ca.gov/calenviroscreen/sb535
[19] California Energy Commission 2022 Energy Code Compliance Software https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2022-building-energy-efficiency-1

public and decision makers. Since the EIR did not accurately or adequately model the energy impacts in compliance with Title 24, it cannot conclude the project will generate less than significant impacts and a finding of significance must be made. A revised EIR with modeling using one of the approved software types must be prepared and circulated for public review in order to adequately analyze the project's significant environmental impacts. This is vital as the EIR utilizes CalEEMod as a source in its methodology and analysis, which is clearly not an approved software.

It must also be noted that the City is not listed as a jurisdiction with local energy standards approved by the CA Energy Commission[20]. According to the CA Energy Commission, "Local jurisdictions wishing to enforce locally adopted energy standards that exceed the current energy code are required to apply to the California Energy Commission (CEC). Local jurisdictions must demonstrate their local ordinance, or reach code, saves more energy than current statewide energy standards and is cost effective." Therefore, compliance with the General Plan or other local standards does not comply with CA Energy Commission standards or AB 32/SB 32. The EIR is misleading to the public and decision makers by stating compliance with these standards when the local jurisdiction standards have not been approved by the CA Energy Commission. The EIR also uses uncertain and misleading language in stating that, "The Project would comply with the latest Title 24 standards. The Project would implement required green building strategies through existing regulation that requires the Project to comply with various CALGreen requirements. The Project includes sustainability design features that support the Green Building Strategy. As such, the Project would be consistent with this goal." The EIR has not provided any meaningful evidence to demonstrate that the project being subject to these requirements ensures that the project will comply with these requirements or providing any quantification of the alleged reductions. The EIR has not provided any meaningful evidence to conclude that the project does not result in a significant and unavoidable impact and a revised EIR must be prepared to include a finding of significance.

Further, the Table 4.8-3: Project Greenhouse Gas Emissions improperly analyzes the project by displaying the "net new" project emissions by applying emissions reduction credits for the "existing buildings." Appendix G: Greenhouse Gas Emission states that, "Existing emissions have been estimated based on CalEEMod default emissions factors for building operations and estimated trip generation," with the emissions generated by the existing on-site buildings operating at full capacity based on CalEEMod defaults. It is not appropriate to model the existing buildings

[20] Local Ordinances Exceeding the 2022 Energy Code, California Energy Commission https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2022-building-energy-efficiency-2

at full operational capacity and provide emissions and trip generation reduction credits on these rates. The emissions analysis grossly overestimates the emissions generated by the "existing onsite buildings". CEQA Guidelines Section 15125 (a)(1) states that the lead agency shall describe the environmental setting based on existing conditions at the time the Notice of Preparation is published. The NOP for the EIR was issued on April 3, 2023[21]. Notably, of the four "businesses" on the site described within the EIR, only one (Aluma Systems) has a business license issued by the City of Fontana[22] at the property address. A tenant cannot operate without a business license. The EIR overstates the existing operations at the project site to artificially inflate "existing" emissions, trip generation, and VMT, which subsequently reduces the "net new" quantity of emissions, trip generation, and VMT generated by the proposed project and skews impacts downwards. A revised EIR must be prepared to remove any credit given for the described "existing businesses" in order to accurately and adequately analyze the project's significant impacts in accordance in order to provide an adequate and accurate environmental analysis, including in the Air Quality, GHG, and Energy analysis.

Table 4.8-4: Regional Transportation Plan/Sustainable Communities Strategy Consistency provides a misleading and erroneous consistency analysis with SCAG's 2020-2045 Connect SoCal RTP/SCS. Due to errors in modeling and modeling without supporting evidence (as noted throughout this comment letter and attachments), the proposed project is directly inconsistent with Goal 5 to reduce greenhouse gas emissions and improve air quality, Goal 6 to support healthy and equitable communities, and Goal 7 to adapt to a changing climate. The EIR must be revised to include a finding of significance due to these direct inconsistencies with SCAG's 2020-2045 Connect SoCal RTP/SCS.

4.11 Land Use and Planning

Section 30-522 (1) - Industrial Districts of the Fontana Municipal Code[23] establishes and defines the Light Industrial (M-1) district as follows:

"An industrial zoning district that accommodates employee-intensive uses, such as business parks, research and technology centers, offices, and supporting retail uses, high cube/warehousing which does not permit heavy manufacturing, processing of raw materials, or businesses logistics which generate high volumes of truck traffic."

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[21] https://files.ceqanet.opr.ca.gov/286639-1/attachment/33NRj9U4xMwpoK2YOufRr_BxBZdBSL-63XLM0_wFErFf6KzH6-BS1qMVAsNNBIQY2-_cmpu2CZezlrFi0

[22] City of Fontana Business License Search https://bl.fontana.org/Search/

[23] https://library.municode.com/ca/fontana/codes/zoning_and_development_code?nodeId=CH30ZODECO_ARTVIIINZODI

The EIR describes the M-1 district as follows:

"...accommodates employee-intensive uses, such as business parks, research, and technology centers, offices, and supporting retail uses, high cube/ warehousing which does not permit heavy traffic manufacturing, processing of raw materials, and permits other types of industrial uses not suitable for location in the M-1 district."

The EIR has manipulated the definition and permitted uses within the M-1 district in order to obfuscate that the proposed use is not permitted in the M-1 district. Table 2: Project Trip Generation within Appendix K: Transportation demonstrates that the project will generate 239 truck trips per day. This is a high volume of truck traffic and therefore the proposed use is not permitted within the M-1 district. The EIR must be revised to state verbatim the definition of the M-1 district from the City's Municipal Code, that the proposed use is not permitted within the M-1 district, and include a finding of significance due to this inconsistency. Further, the EIR must be revised throughout the document to include this information and analysis in order to comply with CEQA's requirements for meaningful disclosure and adequate informational documents. (CEQA § 15121).

The EIR erroneously concludes that the project "would be consistent with all applicable General Plan goals and policies related to environmental effects." The EIR does not provide any substantial or meaningful evidence to support these claims. Table 4.11-4: Consistency with the Fontana General Plan does not provide analysis of all goals and policies adopted for the purpose of avoiding or mitigating an environmental effect. A revised EIR must be prepared to provide a consistency analysis with all Fontana General Plan objectives, goals, policies, and actions, including but not limited to the following:

1. EJ Goal 2: The City of Fontana incorporates health considerations into the development review process.
2. Policy: Support including Healthy Fontana development analysis in relevant development project reviews.
3. Healthier Fontana Goal 1 Policy 3: Support local and regional initiatives to improve air quality in order to reduce asthma while actively discouraging development that may exacerbate asthma rates.
4. Sustainability and Resilience Element Goal 4: Reduce GHG emissions by 2030.

5. Circulation Element Goal 5: Fontana's commercial and mixed-use areas include a multifunctional street network that ensures a safe, comfortable, and efficient movement of people, goods, and services to support a high quality of life and economic vitality.

6. Circulation Element Policy: Maintain levels of service for passenger vehicles, transit vehicles, trucks, bicyclists, and pedestrians that are appropriate for the context of the area.

Notably, the Transportation section states that, "an evaluation of LOS is not required," and "The Project will be consistent with applicable local agency operational LOS standards." These two statements contradict one another as the first statement indicates that an LOS analysis was not performed, yet the second statement concludes the project complies with the City's operational LOS standards. The EIR does not provide any specific analysis or information regarding the level of service for passenger vehicles, transit vehicles, trucks, bicyclists, and pedestrians that are appropriate for the context of the area. The EIR must be revised to include a complete LOS analysis that removes all credits for "existing businesses" and is analyzed in accordance with the General Plan requirements.

Table 4.11-3: Consistency with the SCAG 2020-2045 RTP/SCS also provides a misleading and erroneous consistency analysis with SCAG's 2020-2045 Connect SoCal RTP/SCS. The 2020 RTP/SCS is notably adopted for the purpose of avoiding or mitigating an environmental effect, as required by California law (SB 375 to reduce greenhouse gas emissions), detailed through the plan itself and Resolution No. 20-621-1 adopting the plan[24]. The EIR concludes that none of the Goals listed in Connect SoCal apply to the proposed project. This is erroneous and misleading to the public and decision makers as the RTP/SCS document ensures consistent, aligned action by all local jurisdictions and projects for regional progress towards achieving statewide climate change goals. Due to errors in modeling and modeling without supporting evidence (as noted throughout this comment letter and attachments), the proposed project has significant potential for inconsistency with Goal 5 to reduce greenhouse gas emissions and improve air quality, Goal 6 to support healthy and equitable communities, and Goal 7 to adapt to a changing climate. A revised EIR must be prepared to include a finding of significance due to these inconsistencies with SCAG's 2020-2045 Connect SoCal RTP/SCS.

The EIR does not include any information regarding the buildout conditions of the City's General Plan. A revised EIR must be prepared with this information for discussion in order to provide an adequate and accurate environmental analysis.

[24] SCAG 2020 RTP/SCS https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocal-plan_0.pdf?1606001176

4.14 Population and Housing

The EIR utilizes uncertain language and does not provide any meaningful analysis or supporting evidence to substantiate the conclusion that there will be no significant impact to population and housing. For example, the EIR states regarding construction employees that, "Construction related jobs would not result in a significant population increase because those jobs are *temporary* in nature and are *expected* to be filled by persons within the *local area*. This expectation is based, *among other things*, on the City's 5.9 percent unemployment rate. Furthermore, the small percentage of skilled and managerial construction-related positions *could* either be filled by the local workforce or by persons from the *larger region*." The EIR states that the City's unemployment rate is 5.9%, which is insignificant as an unemployment rate near 5% is considered full employment and does not substantiate the EIR's claims that impacts will be less than significant. Additionally, the EIR relies upon the unemployed workforce in the "local area" and the "larger region," and the geographic boundaries of these areas are undefined. Relying on the unemployed workforce population of the surrounding Inland Empire region will increase project related VMT and emissions during all phases of construction and operations and a revised EIR must be prepared to account for longer worker trip distances.

Further, the EIR states regarding operational employees that, "These jobs *could* be filled by unemployed City residents, given the City's existing unemployment rate of 5.9 percent. Specifically, the warehousing portion would comprise approximately 2.1 percent of the City's warehousing workforce." Again, the EIR relies upon a low unemployment rate to fill both the project's construction and operational jobs, without providing any meaningful evidence to demonstrate that the City's available unemployed workforce is qualified for or interested in work in the industrial sector. The location of available workers can increase project VMT and therefore increase GHG emissions and Air Quality impacts. This information must be presented in a revised EIR in order to provide an adequate and accurate environmental analysis.

The EIR incorrectly applies the SCAG's Employment Density Study[25] (Study) methodology. The Study provides the following applicable employment generation rates for San Bernardino County:

1 employee per 1,195 sf of warehouse area.
1 employee per 697 sf of office area.

Application of these ratios results in the following calculation:

[25] SCAG Employment Density Study
http://www.mwcog.org/file.aspx?A=QTTlTR24POOOUIw5mPNzK8F4d8djdJe4LF9Exj6lXOU%3D

Warehouse: 388,514 sf / 1,195 sf = 326 employees
Office: 10,000 square feet / 697 sf = 15 employees
Total: 341 employees

SCAG's Connect SoCal Demographics and Growth Forecast[26] notes that the City will add 18,400 jobs between 2016 - 2045. Utilizing the correctly applied SCAG Employment Density calculation of 341 employees, the project represents 1.8% of the City's employment growth from 2016 - 2045. A single project accounting for this amount of the projected employment over 29 years represents a significant amount of growth. A revised EIR must be prepared to include this information for analysis.

A revised EIR must also provide a cumulative analysis discussion of projects approved since 2016 and projects "in the pipeline" to determine if the project will exceed SCAG's employment or population growth forecast for the City. For example, the 3,736,156 sf of warehousing proposed by the five recent Alere Realty projects (Citrus Commerce Center (3 industrial buildings totaling 1,830,000 sf), 16270 Jurupa Avenue (631,000 sf industrial building), 13032 Slover Avenue (672,000 sf industrial building), Master Case No. 20-049/Tentative Parcel Map No. 20235 (TPM No. 20-014), and Design Review No. 20-019 (247,786 sf industrial building)[27], Fontana Corporate Center (355,370 sf industrial building), Sierra Business Center[28] (510 employees), Citrus and Oleander at Santa Ana Avenue[29] (595 employees), Cypress and Slover Warehouse[30] (531 employees), Poplar South Distribution Center[31] (411 employees), Hemlock Warehouse[32] (763 employees), Beech Avenue Logistics Center[33] (151 employees), and Citrus Avenue Industrial Warehouse[34] (304 employees) combined with the proposed project's 341 employees, this brief list of recent industrial projects alone will generate 6,739 employees. This represents 36% of the City's job growth over 29 years accounted for by only a brief list of recent industrial projects. This total increases exponentially when commercial development activity and other industrial projects are added to the calculation. A revised EIR must be prepared to include this information for

[26] SCAG Connect SoCal Demographics and Growth Forecast adopted September 3, 2020 https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocal_demographics-and-growth-forecast.pdf?1606001579
[27] Fontana Planning Commission August 17, 2021 Agenda Packet https://fontana.legistar.com/View.ashx?M=PA&ID=872341&GUID=A694AA6F-F236-4B53-B537-025338533AF9
[28] Sierra Business Center https://ceqanet.opr.ca.gov/2020100256/3
[29] Citrus and Oleander at Santa Ana Avenue https://ceqanet.opr.ca.gov/2022110389/2
[30] Cypres and Slover Warehouse https://ceqanet.opr.ca.gov/2021120059/2
[31] Poplar South Distribution Center https://ceqanet.opr.ca.gov/2022090611/2
[32] Hemlock Warehouse https://ceqanet.opr.ca.gov/2009091089/8
[33] Beech Avenue Logistics Center https://ceqanet.opr.ca.gov/2023110591
[34] Citrus Avenue Industrial Warehouse https://ceqanet.opr.ca.gov/2024020971

analysis and also include a cumulative development analysis of projects approved since 2016 and projects "in the pipeline" to determine if the proposed project exceeds SCAG's growth forecasts and/or the buildout scenario and employment projections of the General Plan.

4.17 Transportation

Table 1: Existing Trip Generation within Appendix K: Transportation provides trip generation reduction credits for "existing uses." Notably, the Trip Counts were taken on June 14, 15, and 16, 2022, which is 10 months prior to the issuance of the NOP for the EIR on April 3, 2023[35]. Utilizing trip counts prior to the date established and utilized for the Environmental Setting does not provide the most accurate picture practically possible of the project's impacts pursuant to CEQA Section 15125. Seefried completed assemblage and acquisition of the project site in June 2021. Knowing that redevelopment was imminent, the project applicant requested vehicle trip counts be recorded at the project site very early on in the process (June 2022) in order to create artificially inflated daily vehicle trips that do not match the Environmental Setting. Notably, of the four "businesses" on the site described within the EIR, only one (Aluma Systems) has a business license issued by the City of Fontana[36] at the property address. A tenant cannot operate without a business license. The EIR overstates the existing operations at the project site to artificially inflate "existing" emissions, trip generation, and VMT, which subsequently reduces the "net new" quantity of emissions, trip generation, and VMT generated by the proposed project and skews impacts downwards. A revised EIR must be prepared to remove any credit given for the described "existing businesses" in order to accurately and adequately analyze the project's significant impacts in accordance in order to provide an adequate and accurate environmental analysis, including in the LOS analysis and subsequently required project-specific VMT analysis.

Additionally, Table 4.17-1: Consistency Analysis does not provide a complete analysis with all programs, plans, ordinances or policies addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities. At minimum, the following items for the General Plan must be included for analysis as part of a revised EIR:

1. Circulation Element Goal 5: Fontana's commercial and mixed-use areas include a multifunctional street network that ensures a safe, comfortable, and efficient movement of people, goods, and services to support a high quality of life and economic vitality.

2. Circulation Element Policy: Maintain levels of service for passenger vehicles, transit vehicles, trucks, bicyclists, and pedestrians that are appropriate for the context of the area.

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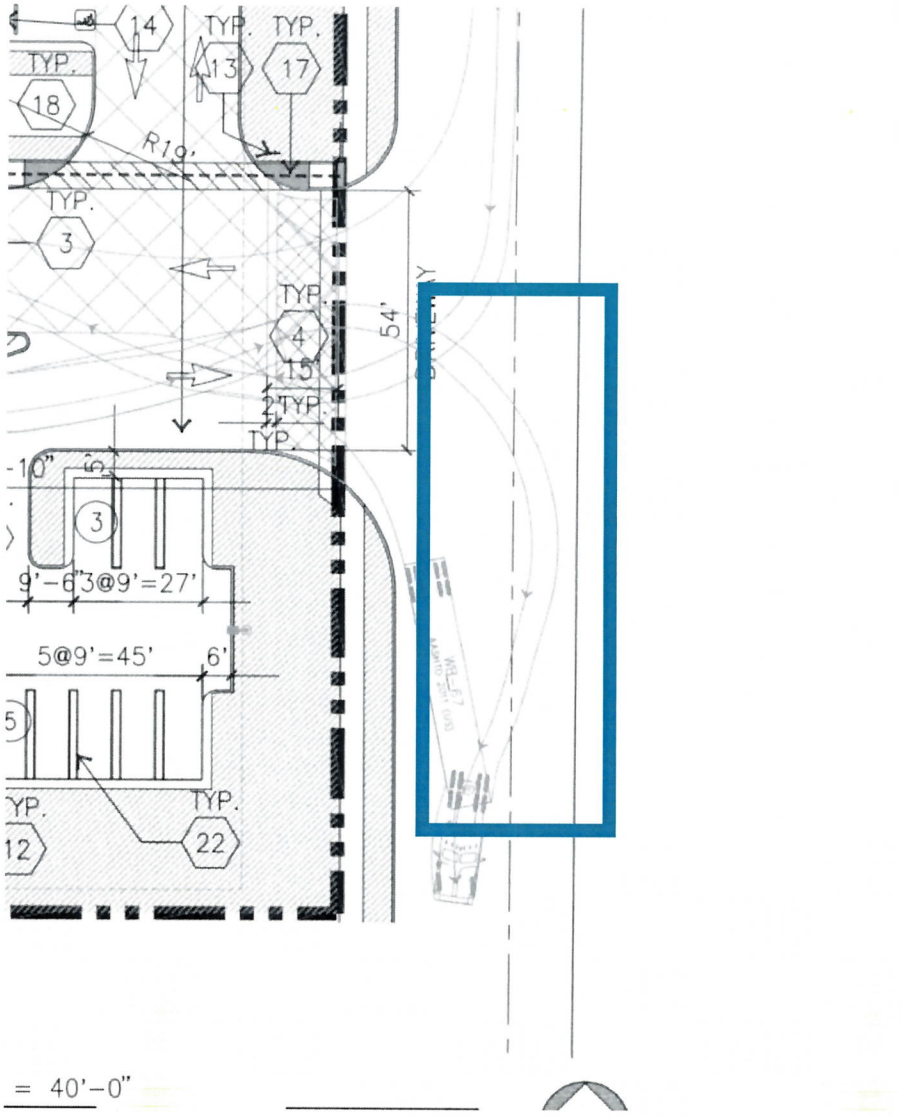
[35] https://files.ceqanet.opr.ca.gov/286639-1/attachment/33NRj9U4xMwpoK2YOufRr_BxBZdBSL-63XLM0_wFErFf6KzH6-BS1qMVAsNNBIQY2-_cmpu2CZezlrFi0

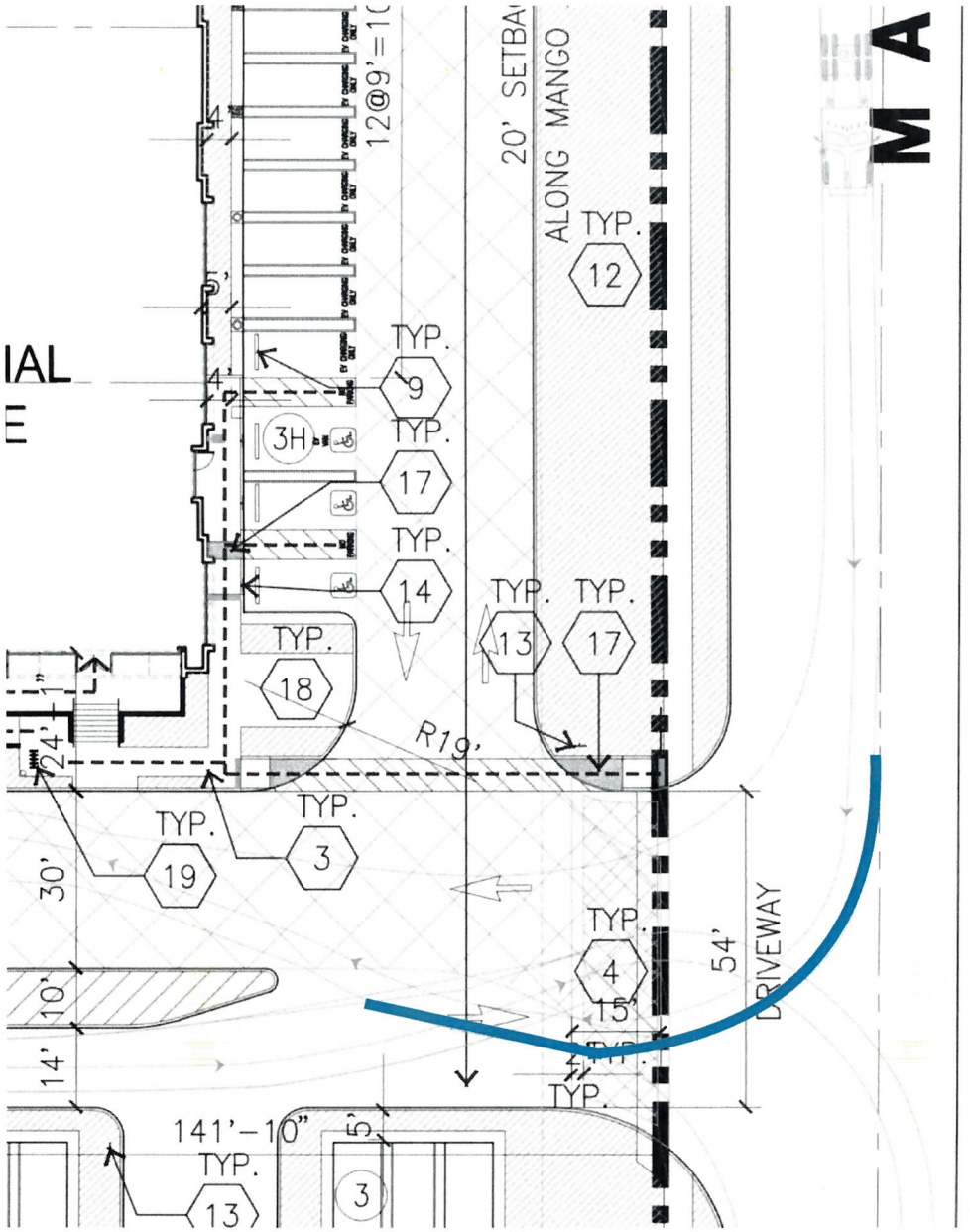
[36] City of Fontana Business License Search https://bl.fontana.org/Search/

The EIR states that, "an evaluation of LOS is not required," and "The Project will be consistent with applicable local agency operational LOS standards." These two statements contradict one another as the first statement indicates that an LOS analysis was not performed, yet the second statement concludes the project complies with the City's operational LOS standards. The EIR does not provide any specific analysis or information regarding the level of service for passenger vehicles, transit vehicles, trucks, bicyclists, and pedestrians that are appropriate for the context of the area. The EIR must be revised to include a complete LOS analysis that removes all credits for "existing businesses" and is analyzed in accordance with the General Plan requirements.

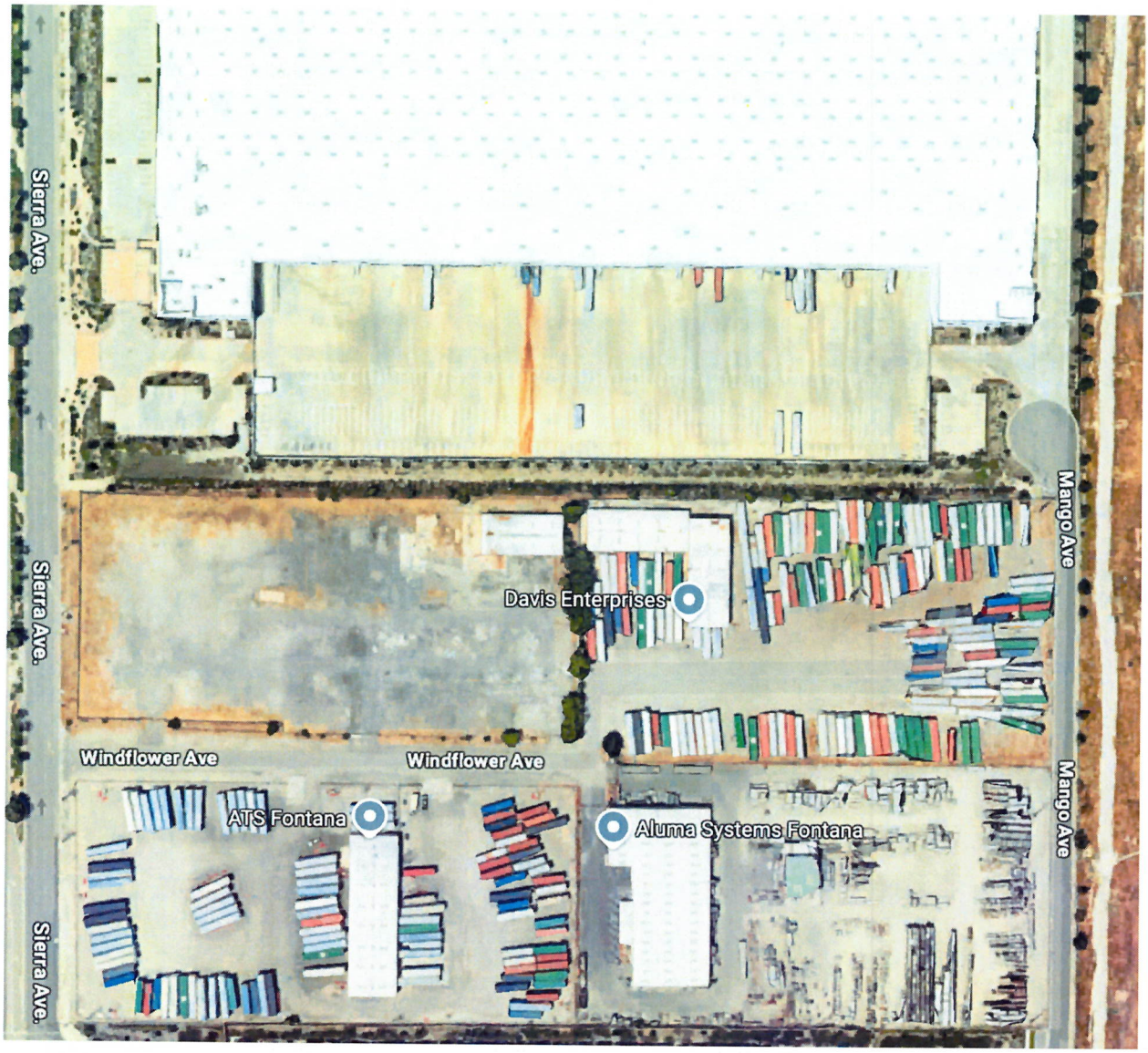
The EIR has not adequately analyzed the project's potential to substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses; or the project's potential to result in inadequate emergency access. The EIR does not discuss Attachment A within Appendix K that provides some truck/trailer maneuvering models.
The modeling depicts there is not adequate maneuvering and queueing space for trucks/trailers at the intersection of the project driveways and the adjacent streets. For example, trucks exiting the site via the southernmost driveway on Mango Avenue require additional maneuvering space across the centerline of each street, meaning that the truck will need to drive on the "wrong side" of the street into oncoming traffic in order to leave the site.



Further, the modeling for a truck entering the site traveling southbound on Mango Avenue demonstrates that it requires nearly the entire maneuvering area in the driveway in order to execute a left turn into the site. If a vehicle is queued at the driveway to exit the site, the incoming truck/trailer would collide into it.



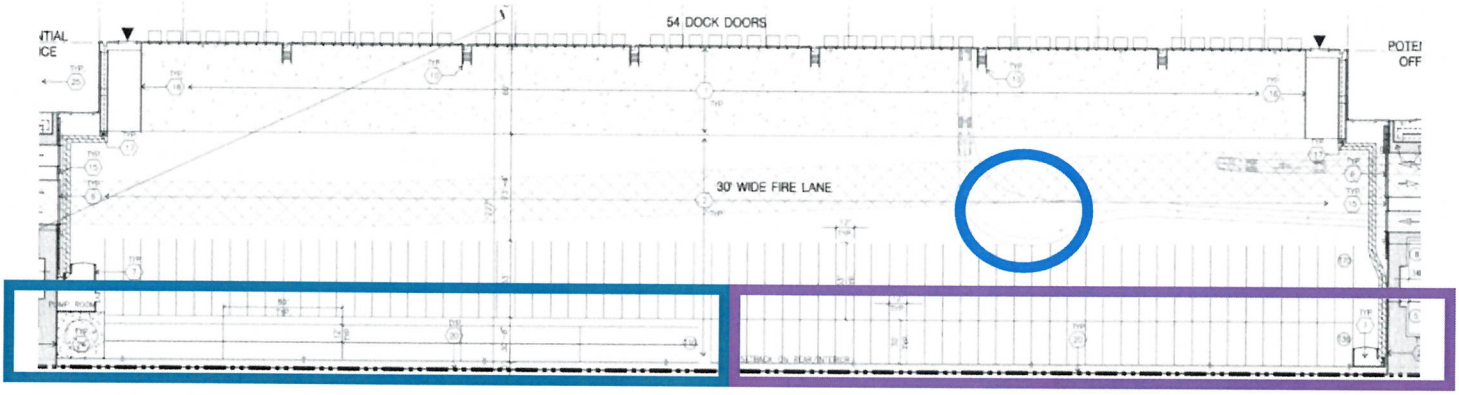
It must also be noted that the northernmost part of Mango Avenue terminates as a cul-de-sac at the property immediately adjacent to the north. The EIR must be revised to include modeling and queuing analysis for all vehicles accessing the project site on Mango Avenue and their interactions with vehicles accessing the warehouse to the north. The function of Mango Avenue as a cul-de-sac must also be considered in the modeling analysis.



The modeling in Appendix K excluded a truck/trailer entering the site traveling northbound on Mango Avenue and making a left turn into the driveway, which is a likely scenario as Mango Avenue is a cul-de-sac on the north side and vehicles will primarily enter the Mango Avenue driveway from the south by connecting from Sierra Lakes Parkway. Additionally, the driveway on Sierra Avenue is 50 feet wide and provides direct access for trucks/trailers to the dock court. This is confirmed by the EIR's statement that, "Trucks would enter the site via northbound Sierra Avenue and exit the site via southbound Mango Avenue. Mango Avenue intersects with Sierra Lakes Parkway which reconnects with Sierra Avenue. Trucks would access southbound Sierra

Avenue from this point to reach SR-210 and regional destinations beyond." The Sierra Avenue driveway can feasibly accommodate truck/trailer trips and must be included for modeling. A revised EIR must be prepared to include modeling these scenarios for analysis.

Further, the revised EIR must include modeling for trucks/trailers and passenger cars throughout the project site. There are several areas of conflict located within the truck/trailer dock court. There are two types of tandem parking stalls provided. Truck/trailer parking stalls are designed in a tandem configuration with passenger car parking stalls and horizontal truck/trailer parking stalls.



These parking stalls may be in use at any time and further restrict truck/trailer movement, including increasing truck idling times as tandem parked trucks require additional time to maneuver, which will also result in increased queuing duration and associated need for increased queuing area for trucks/trailers. Attachment A demonstrates that a truck/trailer does not have adequate maneuvering space to access the loading dock because there is clear overlap between the modeling and the parking stall area. The EIR also has not provided any exhibits demonstrating that there is sufficient backup space and queuing space for trucks/trailers or passenger cars to utilize these spaces, or how the tandem configuration will function. A revised EIR must be prepared to include a finding of significance due to these significant and unavoidable impacts.

Additionally, the EIR has not provided any analysis of the available horizontal and vertical sight distance at the intersection of the project driveways and adjacent streets. Sight distance is the continuous length of street ahead visible to the driver. At unsignalized intersections, corner sight distance must provide a substantially clear line of sight between the driver of the vehicle waiting on the minor road (driveway) and the driver of an approaching vehicle. A revised EIR must be prepared with this analysis based on the American Association of State Highway and Transportation Officials (AASHTO) Stopping Sight Distance requirements.

The EIR states that, "Adhering to the City's regulatory requirements for general street alignments and circulation/mobility, would ensure that the Project would not include any sharp curves for the public and Project uses, or create dangerous intersections, or design hazards." However, the EIR has not provided any meaningful information, such as a list of the City's requirements and how the project does or does not comply with the requirements, to support a less than significant finding. Further, the EIR makes a similar statement regarding emergency access that, "prior to any project approval all plans would be reviewed by the City fire department and City engineer to ensure all site access standards and internal emergency access circulation requirements are included to future plans. This would ensure needed emergency access is maintained." The EIR does not provide any meaningful evidence or analysis, such as the Fire Department requirements and demonstrating how the project does or does not meet these requirements, to support a less than significant finding. This does not comply with CEQA's requirements for adequate informational documents and meaningful disclosure (CEQA § 15121 and 21003(b)). Deferring this environmental analysis required by CEQA to the construction permitting phase is improper mitigation and does not comply with CEQA's requirement for meaningful disclosure and adequate informational documents. A revised EIR must be prepared to include a finding of significance as the EIR has not provided any meaningful evidence to support a less than significant finding.

5.2 Growth-Inducing Impacts

The EIR does not adequately discuss or and analyze the commitment of resources is not consistent with regional and local growth forecasts. As noted throughout this comment letter, the project represents a significant amount of growth in the City and in tandem with only five other recent industrial projects account for a significant amount of the City's employment growth over 29 years. The EIR must also include a cumulative analysis discussion here to demonstrate the impact of the proposed project in a cumulative setting.

A revised EIR must be prepared to include a cumulative analysis discussion here to demonstrate the impact of the proposed project in a cumulative setting. The EIR does not include any information regarding the buildout conditions of the City's General Plan in order to provide an adequate and accurate cumulative analysis. A revised EIR must be prepared to provide a cumulative analysis discussion of projects approved since General Plan adoption and projects "in the pipeline" to determine if the project will exceed SCAG's and/or the City's General Plan growth estimates for the City.

A revised EIR must also provide a cumulative analysis discussion of projects approved since 2016 and projects "in the pipeline" to determine if the project will exceed SCAG's employment or population growth forecast for the City. For example, the 3,736,156 sf of warehousing proposed

by the five recent Alere Realty projects (Citrus Commerce Center (3 industrial buildings totaling 1,830,000 sf), 16270 Jurupa Avenue (631,000 sf industrial building), 13032 Slover Avenue (672,000 sf industrial building), Master Case No. 20-049/Tentative Parcel Map No. 20235 (TPM No. 20-014), and Design Review No. 20-019 (247,786 sf industrial building)[37], Fontana Corporate Center (355,370 sf industrial building), Sierra Business Center[38] (510 employees), Citrus and Oleander at Santa Ana Avenue[39] (595 employees), Cypress and Slover Warehouse[40] (531 employees), Poplar South Distribution Center[41] (411 employees), Hemlock Warehouse[42] (763 employees), Beech Avenue Logistics Center[43] (151 employees), and Citrus Avenue Industrial Warehouse[44] (304 employees) combined with the proposed project's 341 employees, this brief list of recent industrial projects alone will generate 6,739 employees. This represents 36% of the City's job growth over 29 years accounted for by only a brief list of recent industrial projects. This total increases exponentially when commercial development activity and other industrial projects are added to the calculation. A revised EIR must be prepared to include this information for analysis and also include a cumulative development analysis of projects approved since 2016 and projects "in the pipeline" to determine if the proposed project exceeds SCAG's growth forecasts and/or the buildout scenario and employment projections of the General Plan.

Conclusion

For the foregoing reasons, GSEJA believes the EIR is flawed and a revised EIR must be prepared for the proposed project and circulated for public review. Golden State Environmental Justice Alliance requests to be added to the public interest list regarding any subsequent environmental documents, public notices, public hearings, and notices of determination for this project. Send all communications to Golden State Environmental Justice Alliance P.O. Box 79222 Corona, CA 92877.

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[37] Fontana Planning Commission August 17, 2021 Agenda Packet https://fontana.legistar.com/View.ashx?M=PA&ID=872341&GUID=A694AA6F-F236-4B53-B537-025338533AF9

[38] Sierra Business Center https://ceqanet.opr.ca.gov/2020100256/3

[39] Citrus and Oleander at Santa Ana Avenue https://ceqanet.opr.ca.gov/2022110389/2

[40] Cypres and Slover Warehouse https://ceqanet.opr.ca.gov/2021120059/2

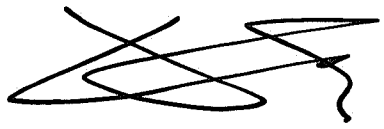
[41] Poplar South Distribution Center https://ceqanet.opr.ca.gov/2022090611/2

[42] Hemlock Warehouse https://ceqanet.opr.ca.gov/2009091089/8

[43] Beech Avenue Logistics Center https://ceqanet.opr.ca.gov/2023110591

[44] Citrus Avenue Industrial Warehouse https://ceqanet.opr.ca.gov/2024020971

Sincerely,



Gary Ho
Blum, Collins & Ho LLP

Attachments:
1. SWAPE Technical Analysis

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

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Santa Monica, CA 90405

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October 22, 2024

Gary Ho
Blum, Collins & Ho LLP
707 Wilshire Blvd, Ste. 4880
Los Angeles, CA 90017

Subject: Comments on the Sierra Distribution Facility Project (SCH No. 2023030788)

Dear Mr. Ho,

We have reviewed the September 2024 Draft Environmental Impact Report ("DEIR") for the Sierra Distribution Facility ("Project") located in the City of Fontana ("City"). The Project proposes to construct up to 398,514-square-feet ("SF") of industrial space, including 10,000-SF of office space and 243 parking spaces on the 18.3-acre site.

Our review concludes that the DEIR fails to adequately evaluate the Project's health risk impacts. As a result, emissions and health risk impacts associated with construction and operation of the proposed Project may be underestimated and inadequately addressed. A revised Environmental Impact Report ("EIR") should be prepared to adequately assess and mitigate the potential health risk impacts that the project may have on the environment.

Air Quality

Disproportionate Health Risk Impacts of Warehouses on Surrounding Communities

Upon review of the DEIR, we have determined that the development of the proposed Project may contribute to disproportionate health risk impacts that warehouses pose on community members living, working, and going to school within the immediate area of the Project site. According to the South Coast Air Quality Management District ("SCAQMD"):

> "Those living within a half mile of warehouses are more likely to include communities of color, have health impacts such as higher rates of asthma and heart attacks, and a greater environmental burden."[1]

Specifically, the SCAQMD found that more than 2.4 million people live within a half mile radius of at least one warehouse, and that those areas not only experience increased rates of asthma and heart attacks, but are also disproportionately Black and Latino communities below the poverty line.[2] Another study similarly indicates that "neighborhoods with lower household income levels and higher percentages of minorities are expected to have higher probabilities of containing warehousing facilities."[3] Additionally, a report authored by the Inland Empire-based People's Collective for Environmental Justice and University of Redlands states:

> "As the warehouse and logistics industry continues to grow and net exponential profits at record rates, more warehouse projects are being approved and constructed in low-income communities of color and serving as a massive source of pollution by attracting thousands of polluting truck trips daily. Diesel trucks emit dangerous levels of nitrogen oxide and particulate matter that cause devastating health impacts including asthma, chronic obstructive pulmonary disease (COPD), cancer, and premature death. As a result, physicians consider these pollution-burdened areas 'diesel death zones.'"[4]

The continued development of industrial warehouses within these communities poses a significant environmental justice challenge. The acceleration of warehouse development, however, is only increasing despite the consequences on public health. The Inland Empire alone is adding 10 to 25 million SF of new industrial space each year.[5]

San Bernardino County, the setting of the proposed Project, has long borne a disproportionately high pollution burden compared to the rest of California. When using CalEnviroScreen 4.0, CalEPA's screening tool that ranks each census tract in the State for pollution and socioeconomic vulnerability, we found

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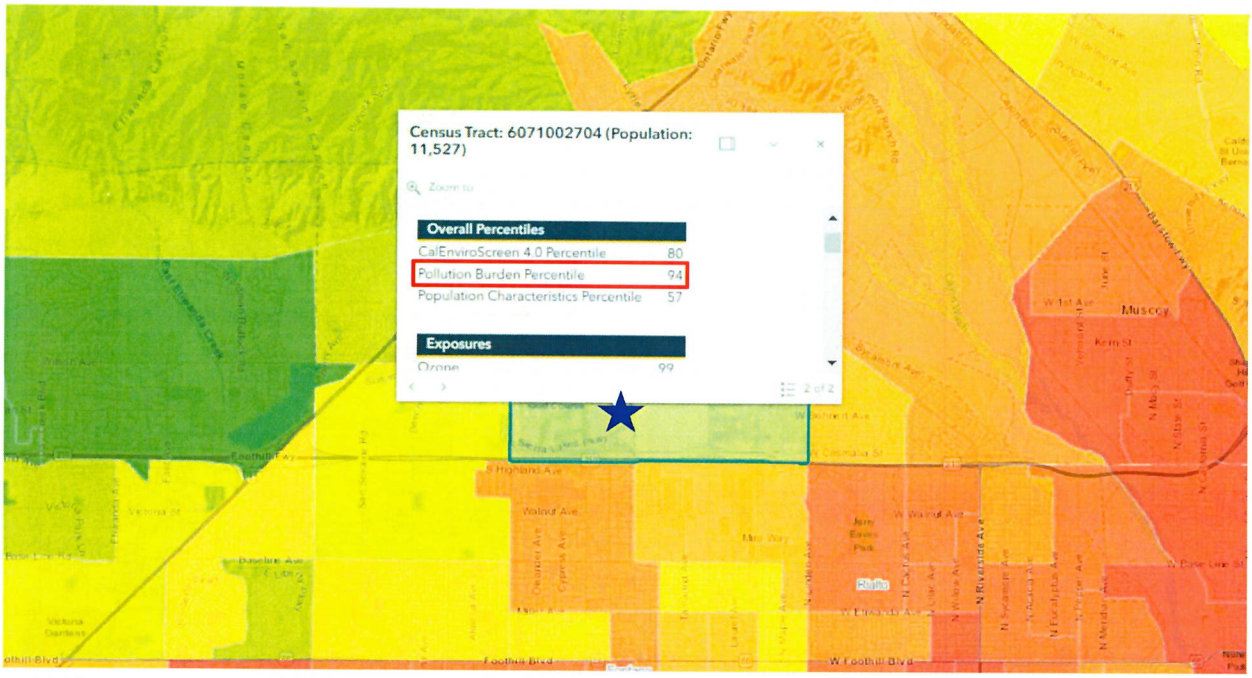
[1] "South Coast AQMD Governing Board Adopts Warehouse Indirect Source Rule." SCAQMD, May 2021, *available at:* http://www.aqmd.gov/docs/default-source/news-archive/2021/board-adopts-waisr-may7-2021.pdf?sfvrsn=9.
[2] "Southern California warehouse boom a huge source of pollution. Regulators are fighting back." Los Angeles Times, May 2021, *available at:* https://www.latimes.com/california/story/2021-05-05/air-quality-officials-target-warehouses-bid-to-curb-health-damaging-truck-pollution.
[3] "Location of warehouses and environmental justice: Evidence from four metros in California." Metro Freight Center of Excellence, January 2018, *available at:* https://www.metrans.org/assets/research/MF%201.1g_Location%20of%20warehouses%20and%20environmental%20justice_Final%20Report_021618.pdf, p. 21.
[4] "Warehouses, Pollution, and Social Disparities: An analytical view of the logistics industry's impacts on environmental justice communities across Southern California." People's Collective for Environmental Justice, April 2021, *available at:* https://earthjustice.org/sites/default/files/files/warehouse_research_report_4.15.2021.pdf, p. 4.
[5] "2020 North America Industrial Big Box Review & Outlook." CBRE, 2020, *available at:* https://www.cbre.com/-/media/project/cbre/shared-site/insights/local-responses/industrial-big-box-report-inland-empire/local-response-2020-ibb-inland-empire-overview.pdf, p. 2.

that the Project's census tract is in the 94th percentile of most polluted census tracts in the State (see excerpt below).[6]



Furthermore, the Data Visualization Tool for Mates V, a monitoring and evaluation study conducted by SCAQMD, demonstrates that the County already exhibits a heightened residential carcinogenic risk from exposure to air toxics.[7] Specifically, the location of the Project site is in the 76th percentile of highest cancer risks in the South Coast Air Basin, with a cancer risk of 423 in one million (see excerpt below).[8]

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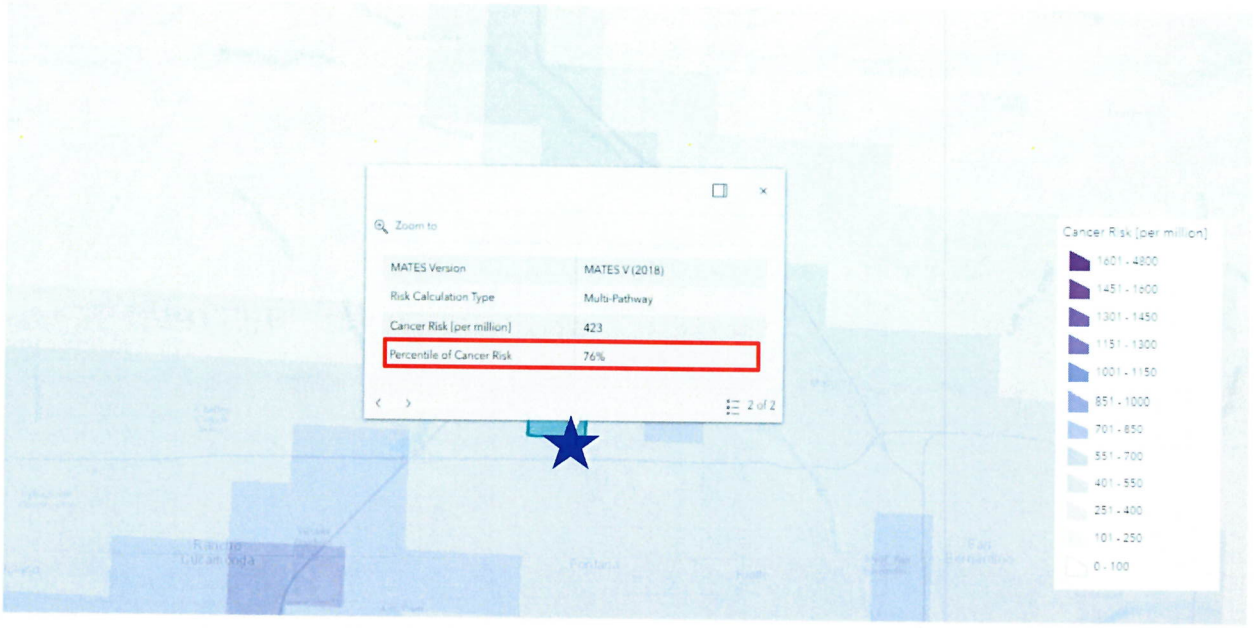
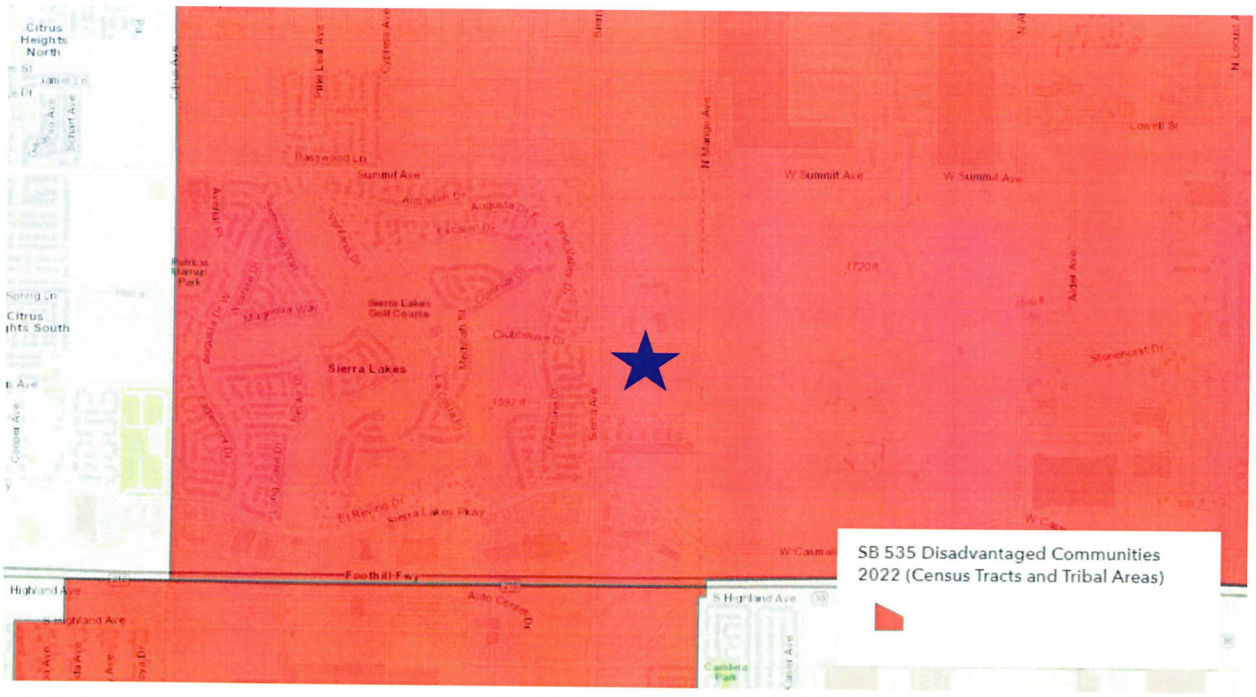
[6] "CalEnviroScreen 4.0." California Office of Environmental Health Hazard Assessment (OEHHA), October 2021, *available at:* https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40, census tract #6071002204.

[7] "Residential Air Toxics Cancer Risk Calculated from Model Data in Grid Cells." MATES V, 2018, *available at:* https://experience.arcgis.com/experience/79d3b6304912414bb21ebdde80100b23/page/Main-Page/?views=Click-tabs-for-other-data%2CGridded-Cancer-Risk; see also: "MATES V Multiple Air Toxics Exposure Study." SCAQMD, *available at:* http://www.aqmd.gov/home/air-quality/air-quality-studies/health-studies/mates-v.

[8] "Gridded Cancer Risk." SCAQMD, *available at:* https://experience.arcgis.com/experience/79d3b6304912414bb21ebdde80100b23/page/Main-Page/?data_id=dataSource_112-7c8f2a4db79b4a918d46b4e8985a112b%3A20315&views=Click-tabs-for-other-data%2CGridded-Cancer-Risk



Additionally, according to CalEnviroScreen's Senate Bill ("SB") 535 Disadvantaged Communities Map, the Project site is located in a designated disadvantaged community (see excerpt below).[9]



[9] "SB 535 Disadvantaged Communities (2022 Update)." California Environmental Protection Agency, *available at:* https://experience.arcgis.com/experience/1c21c53da8de48f1b946f3402fbae55c/page/SB-535-Disadvantaged-Communities/

SB 535 provides funding for development projects that provide a benefit to disadvantaged communities. CalEPA has been given the responsibility for identifying those communities based on "geographic, socioeconomic, public health, and environmental hazard criteria."[10] As the Project site is located in a designated disadvantaged community, and the Project's census tract already exhibits a high cancer risk, development of the proposed Project would contribute to the disproportionate impact warehouses are posing to the health conditions of nearby residents.

The proposed Project may exacerbate disproportionate health risks for community members within the immediate area, a concern underscored by the mandates of SB 1000. SB 1000, enacted to address environmental justice considerations, requires local governments to integrate environmental justice elements into their planning processes, particularly focusing on reducing health risks for disadvantaged communities.[11]

According to SCAQMD guidelines, individuals residing within a half-mile radius of warehouses, predominantly communities of color, face elevated rates of asthma and heart attacks, along with a greater environmental burden. The DEIR identifies single family residences 130 feet, or 0.02 miles west of the Project site. While the DEIR confirms the existence of residential sensitive receptors within a 0.5-mile radius of the Project site, the proposed Project would still contribute to the concentration of warehouse projects in low-income communities of color, which may result in significant pollution emissions from diesel trucks and lead to severe health conditions.[12] This contradicts the objectives of SB 1000, which aim to address such environmental justice challenges by incorporating policies to reduce the unique health risks faced by disadvantaged communities.

The continued expansion of industrial warehouses in these communities presents a significant environmental justice challenge, compounded by San Bernardino County's alarming ozone pollution levels. Ozone pollution, a key concern under SB 1000, can pose serious health risks, particularly for children, who are more vulnerable due to their developing lungs and increased outdoor activity.[13]

In accordance with the California Department of Justice ("CA DOJ") guidelines, the effects of greenhouse gas emissions and air pollutants from warehouses should be evaluated cumulatively. The CA DOJ states:[14]

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[10] "Final Designation of Disadvantaged Communities." California Environmental Protection Agency, *available at:* https://calepa.ca.gov/wp-content/uploads/sites/6/2022/05/Updated-Disadvantaged-Communities-Designation-DAC-May-2022-Eng.a.hp_-1.pdf?emrc=e05e10.

[11] "Environmental Justice in Local Land Use Planning." State of California Department of Justice, *available at:* https://oag.ca.gov/environment/sb1000.

[12] "Nationwide and Regional $PM_{2.5}$-Related Air Quality Health Benefits from the Removal of Energy-Related Emissions in the United States." National Library of Medicine, May 2022, *available at:* https://www.ncbi.nlm.nih.gov/pmc/articles/PMC9109601/

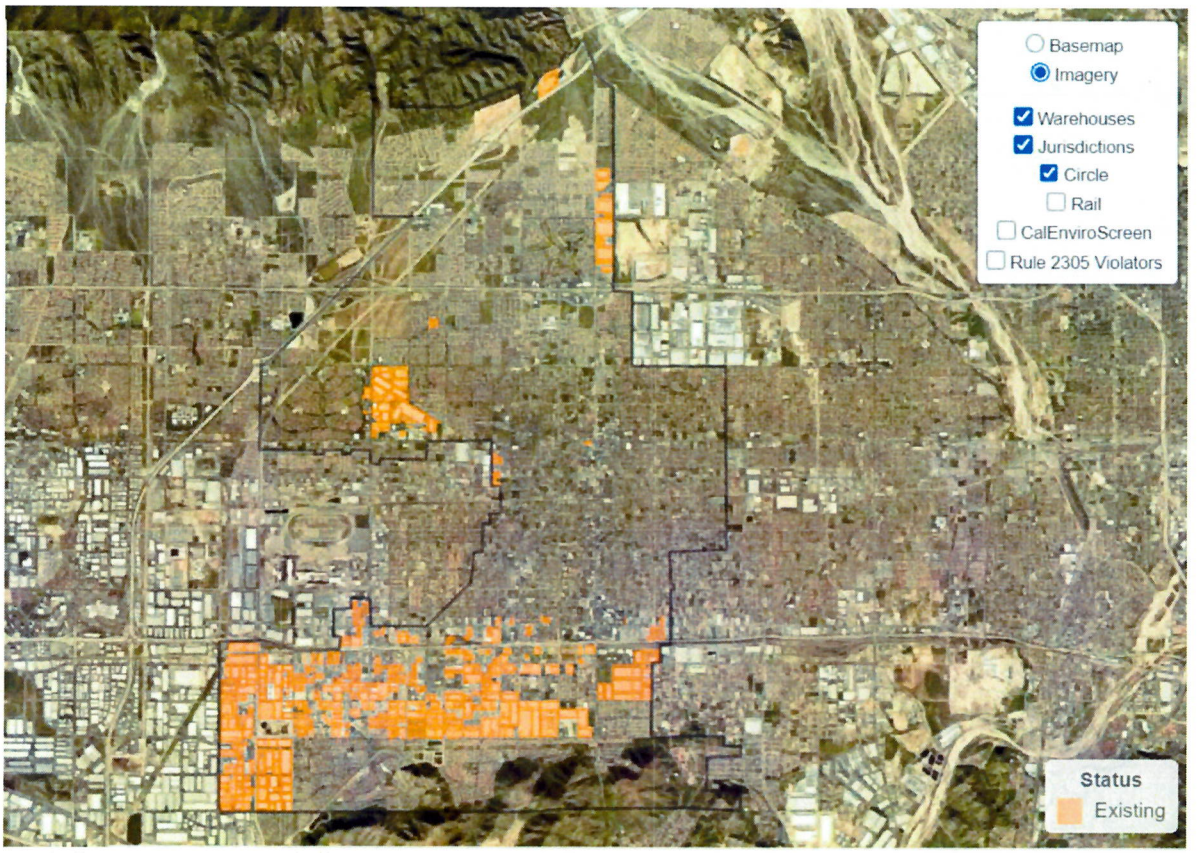
[13] "Health Effects of Ozone Pollution." U.S. EPA, *available at:* https://www.epa.gov/ground-level-ozone-pollution/health-effects-ozone-pollution

[14] "Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act." CA DOJ, available at: https://oag.ca.gov/sites/all/files/agweb/pdfs/environment/warehouse-best-practices.pdf.

"When analyzing cumulative impacts, thoroughly considering the project's incremental impact in combination with past, present, and reasonably foreseeable future projects, even if the project's individual impacts alone do not exceed the applicable significance thresholds" (p. 6).

To accurately assess the Project's impact on disadvantaged communities, both existing and anticipated warehouse developments should be considered during the environmental review process.

The Warehouse Cumulative Impact Tool for Community dashboard ("Warehouse CITY"), developed by the Redford Conservancy at Pitzer College and Radical Research LLC, is a tool that visualizes and quantifies existing, potential, and approved warehouse locations across Southern California. Review of Warehouse CITY reveals that there are currently 39 existing warehouses within the city of Fontana (see screenshot below).[15]



As the Project site is located in an SB 535 disadvantaged community, we recommend reevaluating the Project's cumulative health risks to more effectively align with CA DOJ guidelines and SB 1000 environmental justice requirements.

[15] "Warehouse and Air Quality Mapping." Pitzer College & Radical Research LLC, *available at*: https://radicalresearch.shinyapps.io/WarehouseCITY/.

We recommend that a revised EIR be conducted to evaluate the Project's contribution to the disproportionate impacts that warehouses pose on the surrounding disadvantaged communities.

Disclaimer

SWAPE has received limited discovery regarding this project. Additional information may become available in the future; thus, we retain the right to revise or amend this report when additional information becomes available. Our professional services have been performed using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable environmental consultants practicing in this or similar localities at the time of service. No other warranty, expressed or implied, is made as to the scope of work, work methodologies and protocols, site conditions, analytical testing results, and findings presented. This report reflects efforts which were limited to information that was reasonably accessible at the time of the work, and may contain informational gaps, inconsistencies, or otherwise be incomplete due to the unavailability or uncertainty of information obtained or provided by third parties.

Sincerely,

Matt Hagemann, P.G., C.Hg.

Paul E. Rosenfeld, Ph.D.

Attachment A: Matt Hagemann CV
Attachment B: Paul Rosenfeld CV

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

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Matt Hagemann, P.G, C.Hg.
(949) 887-9013
mhagemann@swape.com

Matthew F. Hagemann, P.G., C.Hg., QSD, QSP

Geologic and Hydrogeologic Characterization
Investigation and Remediation Strategies
Litigation Support and Testifying Expert
Industrial Stormwater Compliance
CEQA Review

Education:

M.S. Degree, Geology, California State University Los Angeles, Los Angeles, CA, 1984.
B.A. Degree, Geology, Humboldt State University, Arcata, CA, 1982.

Professional Certifications:

California Professional Geologist
California Certified Hydrogeologist
Qualified SWPPP Developer and Practitioner

Professional Experience:

Matt has 30 years of experience in environmental policy, contaminant assessment and remediation, stormwater compliance, and CEQA review. He spent nine years with the U.S. EPA in the RCRA and Superfund programs and served as EPA's Senior Science Policy Advisor in the Western Regional Office where he identified emerging threats to groundwater from perchlorate and MTBE. While with EPA, Matt also served as a Senior Hydrogeologist in the oversight of the assessment of seven major military facilities undergoing base closure. He led numerous enforcement actions under provisions of the Resource Conservation and Recovery Act (RCRA) and directed efforts to improve hydrogeologic characterization and water quality monitoring. For the past 15 years, as a founding partner with SWAPE, Matt has developed extensive client relationships and has managed complex projects that include consultation as an expert witness and a regulatory specialist, and a manager of projects ranging from industrial stormwater compliance to CEQA review of impacts from hazardous waste, air quality and greenhouse gas emissions.

Positions Matt has held include:

- Founding Partner, Soil/Water/Air Protection Enterprise (SWAPE) (2003 – present);
- Geology Instructor, Golden West College, 2010 – 2104, 2017;
- Senior Environmental Analyst, Komex H2O Science, Inc. (2000 -- 2003);

- Executive Director, Orange Coast Watch (2001 – 2004);
- Senior Science Policy Advisor and Hydrogeologist, U.S. Environmental Protection Agency (1989–1998);
- Hydrogeologist, National Park Service, Water Resources Division (1998 – 2000);
- Adjunct Faculty Member, San Francisco State University, Department of Geosciences (1993 – 1998);
- Instructor, College of Marin, Department of Science (1990 – 1995);
- Geologist, U.S. Forest Service (1986 – 1998); and
- Geologist, Dames & Moore (1984 – 1986).

Senior Regulatory and Litigation Support Analyst:

With SWAPE, Matt's responsibilities have included:

- Lead analyst and testifying expert in the review of over 300 environmental impact reports and negative declarations since 2003 under CEQA that identify significant issues with regard to hazardous waste, water resources, water quality, air quality, greenhouse gas emissions, and geologic hazards. Make recommendations for additional mitigation measures to lead agencies at the local and county level to include additional characterization of health risks and implementation of protective measures to reduce worker exposure to hazards from toxins and Valley Fever.
- Stormwater analysis, sampling and best management practice evaluation at more than 100 industrial facilities.
- Expert witness on numerous cases including, for example, perfluorooctanoic acid (PFOA) contamination of groundwater, MTBE litigation, air toxins at hazards at a school, CERCLA compliance in assessment and remediation, and industrial stormwater contamination.
- Technical assistance and litigation support for vapor intrusion concerns.
- Lead analyst and testifying expert in the review of environmental issues in license applications for large solar power plants before the California Energy Commission.
- Manager of a project to evaluate numerous formerly used military sites in the western U.S.
- Manager of a comprehensive evaluation of potential sources of perchlorate contamination in Southern California drinking water wells.
- Manager and designated expert for litigation support under provisions of Proposition 65 in the review of releases of gasoline to sources drinking water at major refineries and hundreds of gas stations throughout California.

With Komex H2O Science Inc., Matt's duties included the following:

- Senior author of a report on the extent of perchlorate contamination that was used in testimony by the former U.S. EPA Administrator and General Counsel.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of MTBE use, research, and regulation.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of perchlorate use, research, and regulation.
- Senior researcher in a study that estimates nationwide costs for MTBE remediation and drinking water treatment, results of which were published in newspapers nationwide and in testimony against provisions of an energy bill that would limit liability for oil companies.
- Research to support litigation to restore drinking water supplies that have been contaminated by MTBE in California and New York.

- Expert witness testimony in a case of oil production-related contamination in Mississippi.
- Lead author for a multi-volume remedial investigation report for an operating school in Los Angeles that met strict regulatory requirements and rigorous deadlines.
- Development of strategic approaches for cleanup of contaminated sites in consultation with clients and regulators.

Executive Director:

As Executive Director with Orange Coast Watch, Matt led efforts to restore water quality at Orange County beaches from multiple sources of contamination including urban runoff and the discharge of wastewater. In reporting to a Board of Directors that included representatives from leading Orange County universities and businesses, Matt prepared issue papers in the areas of treatment and disinfection of wastewater and control of the discharge of grease to sewer systems. Matt actively participated in the development of countywide water quality permits for the control of urban runoff and permits for the discharge of wastewater. Matt worked with other nonprofits to protect and restore water quality, including Surfrider, Natural Resources Defense Council and Orange County CoastKeeper as well as with business institutions including the Orange County Business Council.

Hydrogeology:

As a Senior Hydrogeologist with the U.S. Environmental Protection Agency, Matt led investigations to characterize and cleanup closing military bases, including Mare Island Naval Shipyard, Hunters Point Naval Shipyard, Treasure Island Naval Station, Alameda Naval Station, Moffett Field, Mather Army Airfield, and Sacramento Army Depot. Specific activities were as follows:

- Led efforts to model groundwater flow and contaminant transport, ensured adequacy of monitoring networks, and assessed cleanup alternatives for contaminated sediment, soil, and groundwater.
- Initiated a regional program for evaluation of groundwater sampling practices and laboratory analysis at military bases.
- Identified emerging issues, wrote technical guidance, and assisted in policy and regulation development through work on four national U.S. EPA workgroups, including the Superfund Groundwater Technical Forum and the Federal Facilities Forum.

At the request of the State of Hawaii, Matt developed a methodology to determine the vulnerability of groundwater to contamination on the islands of Maui and Oahu. He used analytical models and a GIS to show zones of vulnerability, and the results were adopted and published by the State of Hawaii and County of Maui.

As a hydrogeologist with the EPA Groundwater Protection Section, Matt worked with provisions of the Safe Drinking Water Act and NEPA to prevent drinking water contamination. Specific activities included the following:

- Received an EPA Bronze Medal for his contribution to the development of national guidance for the protection of drinking water.
- Managed the Sole Source Aquifer Program and protected the drinking water of two communities through designation under the Safe Drinking Water Act. He prepared geologic reports, conducted

public hearings, and responded to public comments from residents who were very concerned about the impact of designation.

- Reviewed a number of Environmental Impact Statements for planned major developments, including large hazardous and solid waste disposal facilities, mine reclamation, and water transfer.

Matt served as a hydrogeologist with the RCRA Hazardous Waste program. Duties were as follows:

- Supervised the hydrogeologic investigation of hazardous waste sites to determine compliance with Subtitle C requirements.
- Reviewed and wrote "part B" permits for the disposal of hazardous waste.
- Conducted RCRA Corrective Action investigations of waste sites and led inspections that formed the basis for significant enforcement actions that were developed in close coordination with U.S. EPA legal counsel.
- Wrote contract specifications and supervised contractor's investigations of waste sites.

With the National Park Service, Matt directed service-wide investigations of contaminant sources to prevent degradation of water quality, including the following tasks:

- Applied pertinent laws and regulations including CERCLA, RCRA, NEPA, NRDA, and the Clean Water Act to control military, mining, and landfill contaminants.
- Conducted watershed-scale investigations of contaminants at parks, including Yellowstone and Olympic National Park.
- Identified high-levels of perchlorate in soil adjacent to a national park in New Mexico and advised park superintendent on appropriate response actions under CERCLA.
- Served as a Park Service representative on the Interagency Perchlorate Steering Committee, a national workgroup.
- Developed a program to conduct environmental compliance audits of all National Parks while serving on a national workgroup.
- Co-authored two papers on the potential for water contamination from the operation of personal watercraft and snowmobiles, these papers serving as the basis for the development of nation-wide policy on the use of these vehicles in National Parks.
- Contributed to the Federal Multi-Agency Source Water Agreement under the Clean Water Action Plan.

Policy:

Served senior management as the Senior Science Policy Advisor with the U.S. Environmental Protection Agency, Region 9.

Activities included the following:

- Advised the Regional Administrator and senior management on emerging issues such as the potential for the gasoline additive MTBE and ammonium perchlorate to contaminate drinking water supplies.
- Shaped EPA's national response to these threats by serving on workgroups and by contributing to guidance, including the Office of Research and Development publication, Oxygenates in Water: Critical Information and Research Needs.
- Improved the technical training of EPA's scientific and engineering staff.
- Earned an EPA Bronze Medal for representing the region's 300 scientists and engineers in negotiations with the Administrator and senior management to better integrate scientific

principles into the policy-making process.
- Established national protocol for the peer review of scientific documents.

Geology:

With the U.S. Forest Service, Matt led investigations to determine hillslope stability of areas proposed for timber harvest in the central Oregon Coast Range. Specific activities were as follows:

- Mapped geology in the field, and used aerial photographic interpretation and mathematical models to determine slope stability.
- Coordinated his research with community members who were concerned with natural resource protection.
- Characterized the geology of an aquifer that serves as the sole source of drinking water for the city of Medford, Oregon.

As a consultant with Dames and Moore, Matt led geologic investigations of two contaminated sites (later listed on the Superfund NPL) in the Portland, Oregon, area and a large hazardous waste site in eastern Oregon. Duties included the following:

- Supervised year-long effort for soil and groundwater sampling.
- Conducted aquifer tests.
- Investigated active faults beneath sites proposed for hazardous waste disposal.

Teaching:

From 1990 to 1998, Matt taught at least one course per semester at the community college and university levels:

- At San Francisco State University, held an adjunct faculty position and taught courses in environmental geology, oceanography (lab and lecture), hydrogeology, and groundwater contamination.
- Served as a committee member for graduate and undergraduate students.
- Taught courses in environmental geology and oceanography at the College of Marin.

Matt is currently a part time geology instructor at Golden West College in Huntington Beach, California where he taught from 2010 to 2014 and in 2017.

Invited Testimony, Reports, Papers and Presentations:

Hagemann, M.F., 2008. Disclosure of Hazardous Waste Issues under CEQA. Presentation to the Public Environmental Law Conference, Eugene, Oregon.

Hagemann, M.F., 2008. Disclosure of Hazardous Waste Issues under CEQA. Invited presentation to U.S. EPA Region 9, San Francisco, California.

Hagemann, M.F., 2005. Use of Electronic Databases in Environmental Regulation, Policy Making and Public Participation. Brownfields 2005, Denver, Coloradao.

Hagemann, M.F., 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Nevada and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Las Vegas, NV (served on conference organizing committee).

Hagemann, M.F., 2004. Invited testimony to a California Senate committee hearing on air toxins at schools in Southern California, Los Angeles.

Brown, A., Farrow, J., Gray, A. and **Hagemann, M.**, 2004. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to the Ground Water and Environmental Law Conference, National Groundwater Association.

Hagemann, M.F., 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Arizona and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Phoenix, AZ (served on conference organizing committee).

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in the Southwestern U.S. Invited presentation to a special committee meeting of the National Academy of Sciences, Irvine, CA.

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a tribal EPA meeting, Pechanga, CA.

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a meeting of tribal repesentatives, Parker, AZ.

Hagemann, M.F., 2003. Impact of Perchlorate on the Colorado River and Associated Drinking Water Supplies. Invited presentation to the Inter-Tribal Meeting, Torres Martinez Tribe.

Hagemann, M.F., 2003. The Emergence of Perchlorate as a Widespread Drinking Water Contaminant. Invited presentation to the U.S. EPA Region 9.

Hagemann, M.F., 2003. A Deductive Approach to the Assessment of Perchlorate Contamination. Invited presentation to the California Assembly Natural Resources Committee.

Hagemann, M.F., 2003. Perchlorate: A Cold War Legacy in Drinking Water. Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. From Tank to Tap: A Chronology of MTBE in Groundwater. Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. A Chronology of MTBE in Groundwater and an Estimate of Costs to Address Impacts to Groundwater. Presentation to the annual meeting of the Society of Environmental Journalists.

Hagemann, M.F., 2002. An Estimate of the Cost to Address MTBE Contamination in Groundwater (and Who Will Pay). Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to a meeting of the U.S. EPA and State Underground Storage Tank Program managers.

Hagemann, M.F., 2001. From Tank to Tap: A Chronology of MTBE in Groundwater. Unpublished report.

Hagemann, M.F., 2001. Estimated Cleanup Cost for MTBE in Groundwater Used as Drinking Water. Unpublished report.

Hagemann, M.F., 2001. Estimated Costs to Address MTBE Releases from Leaking Underground Storage Tanks. Unpublished report.

Hagemann, M.F., and VanMouwerik, M., 1999. Potential Water Quality Concerns Related to Snowmobile Usage. Water Resources Division, National Park Service, Technical Report.

VanMouwerik, M. and **Hagemann, M.F.** 1999, Water Quality Concerns Related to Personal Watercraft Usage. Water Resources Division, National Park Service, Technical Report.

Hagemann, M.F., 1999, Is Dilution the Solution to Pollution in National Parks? The George Wright Society Biannual Meeting, Asheville, North Carolina.

Hagemann, M.F., 1997, The Potential for MTBE to Contaminate Groundwater. U.S. EPA Superfund Groundwater Technical Forum Annual Meeting, Las Vegas, Nevada.

Hagemann, M.F., and Gill, M., 1996, Impediments to Intrinsic Remediation, Moffett Field Naval Air Station, Conference on Intrinsic Remediation of Chlorinated Hydrocarbons, Salt Lake City.

Hagemann, M.F., Fukunaga, G.L., 1996, The Vulnerability of Groundwater to Anthropogenic Contaminants on the Island of Maui, Hawaii. Hawaii Water Works Association Annual Meeting, Maui, October 1996.

Hagemann, M. F., Fukanaga, G. L., 1996, Ranking Groundwater Vulnerability in Central Oahu, Hawaii. Proceedings, Geographic Information Systems in Environmental Resources Management, Air and Waste Management Association Publication VIP-61.

Hagemann, M.F., 1994. Groundwater Characterization and Cleanup at Closing Military Bases in California. Proceedings, California Groundwater Resources Association Meeting.

Hagemann, M.F. and Sabol, M.A., 1993. Role of the U.S. EPA in the High Plains States Groundwater Recharge Demonstration Program. Proceedings, Sixth Biennial Symposium on the Artificial Recharge of Groundwater.

Hagemann, M.F., 1993. U.S. EPA Policy on the Technical Impracticability of the Cleanup of DNAPL-contaminated Groundwater. California Groundwater Resources Association Meeting.

Hagemann, M.F., 1992. Dense Nonaqueous Phase Liquid Contamination of Groundwater: An Ounce of Prevention... Proceedings, Association of Engineering Geologists Annual Meeting, v. 35.

Other Experience:

Selected as subject matter expert for the California Professional Geologist licensing examinations, 2009-2011.

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

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Paul Rosenfeld, Ph.D.

Chemical Fate and Transport & Air Dispersion Modeling

Principal Environmental Chemist

Risk Assessment & Remediation Specialist

Education

Ph.D. Soil Chemistry, University of Washington, 1999. Dissertation on volatile organic compound filtration.

M.S. Environmental Science, U.C. Berkeley, 1995. Thesis on organic waste economics.

B.A. Environmental Studies, U.C. Santa Barbara, 1991. Focus on wastewater treatment.

Professional Experience

Dr. Rosenfeld has over 25 years of experience conducting environmental investigations and risk assessments for evaluating impacts to human health, property, and ecological receptors. His expertise focuses on the fate and transport of environmental contaminants, human health risk, exposure assessment, and ecological restoration. Dr. Rosenfeld has evaluated and modeled emissions from oil spills, landfills, boilers and incinerators, process stacks, storage tanks, confined animal feeding operations, industrial, military and agricultural sources, unconventional oil drilling operations, and locomotive and construction engines. His project experience ranges from monitoring and modeling of pollution sources to evaluating impacts of pollution on workers at industrial facilities and residents in surrounding communities. Dr. Rosenfeld has also successfully modeled exposure to contaminants distributed by water systems and via vapor intrusion.

Dr. Rosenfeld has investigated and designed remediation programs and risk assessments for contaminated sites containing lead, heavy metals, mold, bacteria, particulate matter, petroleum hydrocarbons, chlorinated solvents, pesticides, radioactive waste, dioxins and furans, semi- and volatile organic compounds, PCBs, PAHs, creosote, perchlorate, asbestos, per- and poly-fluoroalkyl substances (PFOA/PFOS), unusual polymers, fuel oxygenates (MTBE), among other pollutants. Dr. Rosenfeld also has experience evaluating greenhouse gas emissions from various projects and is an expert on the assessment of odors from industrial and agricultural sites, as well as the evaluation of odor nuisance impacts and technologies for abatement of odorous emissions. As a principal scientist at SWAPE, Dr. Rosenfeld directs air dispersion modeling and exposure assessments. He has served as an expert witness and testified about pollution sources causing nuisance and/or personal injury at sites and has testified as an expert witness on numerous cases involving exposure to soil, water and air contaminants from industrial, railroad, agricultural, and military sources.

Professional History:

Soil Water Air Protection Enterprise (SWAPE); 2003 to present; Principal and Founding Partner
UCLA School of Public Health; 2007 to 2011; Lecturer (Assistant Researcher)
UCLA School of Public Health; 2003 to 2006; Adjunct Professor
UCLA Environmental Science and Engineering Program; 2002-2004; Doctoral Intern Coordinator
UCLA Institute of the Environment, 2001-2002; Research Associate
Komex H_2O Science, 2001 to 2003; Senior Remediation Scientist
National Groundwater Association, 2002-2004; Lecturer
San Diego State University, 1999-2001; Adjunct Professor
Anteon Corp., San Diego, 2000-2001; Remediation Project Manager
Ogden (now Amec), San Diego, 2000-2000; Remediation Project Manager
Bechtel, San Diego, California, 1999 – 2000; Risk Assessor
King County, Seattle, 1996 – 1999; Scientist
James River Corp., Washington, 1995-96; Scientist
Big Creek Lumber, Davenport, California, 1995; Scientist
Plumas Corp., California and USFS, Tahoe 1993-1995; Scientist
Peace Corps and World Wildlife Fund, St. Kitts, West Indies, 1991-1993; Scientist

Publications:

Rosenfeld P. E., Spaeth K., Hallman R., Bressler R., Smith, G., (2022) Cancer Risk and Diesel Exhaust Exposure Among Railroad Workers. *Water Air Soil Pollution.* **233,** 171.

Remy, L.L., Clay T., Byers, V., **Rosenfeld P. E.** (2019) Hospital, Health, and Community Burden After Oil Refinery Fires, Richmond, California 2007 and 2012. *Environmental Health.* 18:48

Simons, R.A., Seo, Y. **Rosenfeld, P.**, (2015) Modeling the Effect of Refinery Emission On Residential Property Value. Journal of Real Estate Research. 27(3):321-342

Chen, J. A, Zapata A. R., Sutherland A. J., Molmen, D.R., Chow, B. S., Wu, L. E., **Rosenfeld, P. E.,** Hesse, R. C., (2012) Sulfur Dioxide and Volatile Organic Compound Exposure To A Community In Texas City Texas Evaluated Using Aermod and Empirical Data. *American Journal of Environmental Science*, 8(6), 622-632.

Rosenfeld, P.E. & Feng, L. (2011). *The Risks of Hazardous Waste.* Amsterdam: Elsevier Publishing.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2011). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Agrochemical Industry*, Amsterdam: Elsevier Publishing.

Gonzalez, J., Feng, L., Sutherland, A., Waller, C., Sok, H., Hesse, R., **Rosenfeld, P.** (2010). PCBs and Dioxins/Furans in Attic Dust Collected Near Former PCB Production and Secondary Copper Facilities in Sauget, IL. *Procedia Environmental Sciences*. 113–125.

Feng, L., Wu, C., Tam, L., Sutherland, A.J., Clark, J.J., **Rosenfeld, P.E.** (2010). Dioxin and Furan Blood Lipid and Attic Dust Concentrations in Populations Living Near Four Wood Treatment Facilities in the United States. *Journal of Environmental Health.* 73(6), 34-46.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2010). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Wood and Paper Industries.* Amsterdam: Elsevier Publishing.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2009). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Petroleum Industry*. Amsterdam: Elsevier Publishing.

Wu, C., Tam, L., Clark, J., **Rosenfeld, P.** (2009). Dioxin and furan blood lipid concentrations in populations living near four wood treatment facilities in the United States. *WIT Transactions on Ecology and the Environment, Air Pollution,* 123 (17), 319-327.

Tam L. K.., Wu C. D., Clark J. J. and **Rosenfeld, P.E.** (2008). A Statistical Analysis Of Attic Dust And Blood Lipid Concentrations Of Tetrachloro-p-Dibenzodioxin (TCDD) Toxicity Equivalency Quotients (TEQ) In Two Populations Near Wood Treatment Facilities. *Organohalogen Compounds*, 70, 002252-002255.

Tam L. K.., Wu C. D., Clark J. J. and **Rosenfeld, P.E.** (2008). Methods For Collect Samples For Assessing Dioxins And Other Environmental Contaminants In Attic Dust: A Review. *Organohalogen Compounds*, 70, 000527-000530.

Hensley, A.R. A. Scott, J. J. J. Clark, **Rosenfeld, P.E.** (2007). Attic Dust and Human Blood Samples Collected near a Former Wood Treatment Facility. *Environmental Research.* 105, 194-197.

Rosenfeld, P.E., J. J. J. Clark, A. R. Hensley, M. Suffet. (2007). The Use of an Odor Wheel Classification for Evaluation of Human Health Risk Criteria for Compost Facilities. *Water Science & Technology* 55(5), 345-357.

Rosenfeld, P. E., M. Suffet. (2007). The Anatomy Of Odour Wheels For Odours Of Drinking Water, Wastewater, Compost And The Urban Environment. *Water Science & Technology* 55(5), 335-344.

Sullivan, P. J. Clark, J.J.J., Agardy, F. J., **Rosenfeld, P.E.** (2007). *Toxic Legacy, Synthetic Toxins in the Food, Water, and Air in American Cities.* Boston Massachusetts: Elsevier Publishing

Rosenfeld, P.E., and Suffet I.H. (2004). Control of Compost Odor Using High Carbon Wood Ash. *Water Science and Technology*. 49(9),171-178.

Rosenfeld P. E., J.J. Clark, I.H. (Mel) Suffet (2004). The Value of An Odor-Quality-Wheel Classification Scheme For The Urban Environment. *Water Environment Federation's Technical Exhibition and Conference (WEFTEC) 2004.* New Orleans, October 2-6, 2004.

Rosenfeld, P.E., and Suffet, I.H. (2004). Understanding Odorants Associated With Compost, Biomass Facilities, and the Land Application of Biosolids. *Water Science and Technology*. 49(9), 193-199.

Rosenfeld, P.E., and Suffet I.H. (2004). Control of Compost Odor Using High Carbon Wood Ash, *Water Science and Technology*, 49(9), 171-178.

Rosenfeld, P. E., Grey, M. A., Sellew, P. (2004). Measurement of Biosolids Odor and Odorant Emissions from Windrows, Static Pile and Biofilter. *Water Environment Research*. 76(4), 310-315.

Rosenfeld, P.E., Grey, M and Suffet, M. (2002). Compost Demonstration Project, Sacramento California Using High-Carbon Wood Ash to Control Odor at a Green Materials Composting Facility. *Integrated Waste Management Board Public Affairs Office*, Publications Clearinghouse (MS–6), Sacramento, CA Publication #442-02-008.

Rosenfeld, P.E., and C.L. Henry. (2001). Characterization of odor emissions from three different biosolids. *Water Soil and Air Pollution*. 127(1-4), 173-191.

Rosenfeld, P.E., and Henry C. L., (2000). Wood ash control of odor emissions from biosolids application. *Journal of Environmental Quality*. 29, 1662-1668.

Rosenfeld, P.E., C.L. Henry and D. Bennett. (2001). Wastewater dewatering polymer affect on biosolids odor emissions and microbial activity. *Water Environment Research*. 73(4), 363-367.

Rosenfeld, P.E., and C.L. Henry. (2001). Activated Carbon and Wood Ash Sorption of Wastewater, Compost, and Biosolids Odorants. *Water Environment Research*, 73, 388-393.

Rosenfeld, P.E., and Henry C. L., (2001). High carbon wood ash effect on biosolids microbial activity and odor. *Water Environment Research.* 131(1-4), 247-262.

Chollack, T. and **P. Rosenfeld.** (1998). Compost Amendment Handbook For Landscaping. Prepared for and distributed by the City of Redmond, Washington State.

Rosenfeld, P. E. (1992). The Mount Liamuiga Crater Trail. *Heritage Magazine of St. Kitts*, 3(2).

Rosenfeld, P. E. (1993). High School Biogas Project to Prevent Deforestation On St. Kitts. *Biomass Users Network*, 7(1).

Rosenfeld, P. E. (1998). Characterization, Quantification, and Control of Odor Emissions From Biosolids Application To Forest Soil. Doctoral Thesis. University of Washington College of Forest Resources.

Rosenfeld, P. E. (1994). Potential Utilization of Small Diameter Trees on Sierra County Public Land. Masters thesis reprinted by the Sierra County Economic Council. Sierra County, California.

Rosenfeld, P. E. (1991). How to Build a Small Rural Anaerobic Digester & Uses Of Biogas In The First And Third World. Bachelors Thesis. University of California.

Presentations:

Rosenfeld, P.E., "The science for Perfluorinated Chemicals (PFAS): What makes remediation so hard?" Law Seminars International, (May 9-10, 2018) 800 Fifth Avenue, Suite 101 Seattle, WA.

Rosenfeld, P.E., Sutherland, A; Hesse, R.; Zapata, A. (October 3-6, 2013). Air dispersion modeling of volatile organic emissions from multiple natural gas wells in Decatur, TX. *44th Western Regional Meeting, American Chemical Society.* Lecture conducted from Santa Clara, CA.

Sok, H.L.; Waller, C.C.; Feng, L.; Gonzalez, J.; Sutherland, A.J.; Wisdom-Stack, T.; Sahai, R.K.; Hesse, R.C.; **Rosenfeld, P.E.** (June 20-23, 2010). Atrazine: A Persistent Pesticide in Urban Drinking Water. *Urban Environmental Pollution.* Lecture conducted from Boston, MA.

Feng, L.; Gonzalez, J.; Sok, H.L.; Sutherland, A.J.; Waller, C.C.; Wisdom-Stack, T.; Sahai, R.K.; La, M.; Hesse, R.C.; **Rosenfeld, P.E.** (June 20-23, 2010). Bringing Environmental Justice to East St. Louis, Illinois. *Urban Environmental Pollution.* Lecture conducted from Boston, MA.

Rosenfeld, P.E. (April 19-23, 2009). Perfluoroctanoic Acid (PFOA) and Perfluoroactane Sulfonate (PFOS) Contamination in Drinking Water From the Use of Aqueous Film Forming Foams (AFFF) at Airports in the United States. *2009 Ground Water Summit and 2009 Ground Water Protection Council Spring Meeting*, Lecture conducted from Tuscon, AZ.

Rosenfeld, P.E. (April 19-23, 2009). Cost to Filter Atrazine Contamination from Drinking Water in the United States" Contamination in Drinking Water From the Use of Aqueous Film Forming Foams (AFFF) at Airports in the United States. *2009 Ground Water Summit and 2009 Ground Water Protection Council Spring Meeting.* Lecture conducted from Tuscon, AZ.

Wu, C., Tam, L., Clark, J., **Rosenfeld, P.** (20-22 July, 2009). Dioxin and furan blood lipid concentrations in populations living near four wood treatment facilities in the United States. Brebbia, C.A. and Popov, V., eds., *Air Pollution XVII: Proceedings of the Seventeenth International Conference on Modeling, Monitoring and Management of Air Pollution.* Lecture conducted from Tallinn, Estonia.

Rosenfeld, P. E. (October 15-18, 2007). Moss Point Community Exposure To Contaminants From A Releasing Facility. *The 23rd Annual International Conferences on Soils Sediment and Water.* Platform lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld, P. E. (October 15-18, 2007). The Repeated Trespass of Tritium-Contaminated Water Into A Surrounding Community Form Repeated Waste Spills From A Nuclear Power Plant. *The 23rd Annual International Conferences on Soils Sediment and Water*. Platform lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld, P. E. (October 15-18, 2007). Somerville Community Exposure To Contaminants From Wood Treatment Facility Emissions. The *23rd Annual International Conferences on Soils Sediment and Water*. Lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld P. E. (March 2007). Production, Chemical Properties, Toxicology, & Treatment Case Studies of 1,2,3-Trichloropropane (TCP). *The Association for Environmental Health and Sciences (AEHS) Annual Meeting*. Lecture conducted from San Diego, CA.

Rosenfeld P. E. (March 2007). Blood and Attic Sampling for Dioxin/Furan, PAH, and Metal Exposure in Florala, Alabama. *The AEHS Annual Meeting*. Lecture conducted from San Diego, CA.

Hensley A.R., Scott, A., **Rosenfeld P.E.,** Clark, J.J.J. (August 21 – 25, 2006). Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility. *The 26th International Symposium on Halogenated Persistent Organic Pollutants – DIOXIN2006*. Lecture conducted from Radisson SAS Scandinavia Hotel in Oslo Norway.

Hensley A.R., Scott, A., **Rosenfeld P.E.,** Clark, J.J.J. (November 4-8, 2006). Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility. *APHA 134 Annual Meeting & Exposition*. Lecture conducted from Boston Massachusetts.

Paul Rosenfeld Ph.D. (October 24-25, 2005). Fate, Transport and Persistence of PFOA and Related Chemicals. Mealey's C8/PFOA. *Science, Risk & Litigation Conference*. Lecture conducted from The Rittenhouse Hotel, Philadelphia, PA.

Paul Rosenfeld Ph.D. (September 19, 2005). Brominated Flame Retardants in Groundwater: Pathways to Human Ingestion, *Toxicology and Remediation PEMA Emerging Contaminant Conference*. Lecture conducted from Hilton Hotel, Irvine California.

Paul Rosenfeld Ph.D. (September 19, 2005). Fate, Transport, Toxicity, And Persistence of 1,2,3-TCP. *PEMA Emerging Contaminant Conference*. Lecture conducted from Hilton Hotel in Irvine, California.

Paul Rosenfeld Ph.D. (September 26-27, 2005). Fate, Transport and Persistence of PDBEs. *Mealey's Groundwater Conference*. Lecture conducted from Ritz Carlton Hotel, Marina Del Ray, California.

Paul Rosenfeld Ph.D. (June 7-8, 2005). Fate, Transport and Persistence of PFOA and Related Chemicals. *International Society of Environmental Forensics: Focus On Emerging Contaminants*. Lecture conducted from Sheraton Oceanfront Hotel, Virginia Beach, Virginia.

Paul Rosenfeld Ph.D. (July 21-22, 2005). Fate Transport, Persistence and Toxicology of PFOA and Related Perfluorochemicals. *2005 National Groundwater Association Ground Water And Environmental Law Conference*. Lecture conducted from Wyndham Baltimore Inner Harbor, Baltimore Maryland.

Paul Rosenfeld Ph.D. (July 21-22, 2005). Brominated Flame Retardants in Groundwater: Pathways to Human Ingestion, Toxicology and Remediation. *2005 National Groundwater Association Ground Water and Environmental Law Conference*. Lecture conducted from Wyndham Baltimore Inner Harbor, Baltimore Maryland.

Paul Rosenfeld, Ph.D. and James Clark Ph.D. and Rob Hesse R.G. (May 5-6, 2004). Tert-butyl Alcohol Liability and Toxicology, A National Problem and Unquantified Liability. *National Groundwater Association. Environmental Law Conference*. Lecture conducted from Congress Plaza Hotel, Chicago Illinois.

Paul Rosenfeld, Ph.D. (March 2004). Perchlorate Toxicology. *Meeting of the American Groundwater Trust.* Lecture conducted from Phoenix Arizona.

Hagemann, M.F., **Paul Rosenfeld, Ph.D.** and Rob Hesse (2004). Perchlorate Contamination of the Colorado River. *Meeting of tribal representatives.* Lecture conducted from Parker, AZ.

Paul Rosenfeld, Ph.D. (April 7, 2004). A National Damage Assessment Model For PCE and Dry Cleaners. *Drycleaner Symposium. California Ground Water Association.* Lecture conducted from Radison Hotel, Sacramento, California.

Rosenfeld, P. E., Grey, M., (June 2003) Two stage biofilter for biosolids composting odor control. *Seventh International In Situ And On Site Bioremediation Symposium Battelle Conference* Orlando, FL.

Paul Rosenfeld, Ph.D. and James Clark Ph.D. (February 20-21, 2003) Understanding Historical Use, Chemical Properties, Toxicity and Regulatory Guidance of 1,4 Dioxane. *National Groundwater Association. Southwest Focus Conference. Water Supply and Emerging Contaminants..* Lecture conducted from Hyatt Regency Phoenix Arizona.

Paul Rosenfeld, Ph.D. (February 6-7, 2003). Underground Storage Tank Litigation and Remediation. *California CUPA Forum.* Lecture conducted from Marriott Hotel, Anaheim California.

Paul Rosenfeld, Ph.D. (October 23, 2002) Underground Storage Tank Litigation and Remediation. *EPA Underground Storage Tank Roundtable.* Lecture conducted from Sacramento California.

Rosenfeld, P.E. and Suffet, M. (October 7- 10, 2002). Understanding Odor from Compost, *Wastewater and Industrial Processes. Sixth Annual Symposium On Off Flavors in the Aquatic Environment. International Water Association.* Lecture conducted from Barcelona Spain.

Rosenfeld, P.E. and Suffet, M. (October 7- 10, 2002). Using High Carbon Wood Ash to Control Compost Odor. *Sixth Annual Symposium On Off Flavors in the Aquatic Environment. International Water Association.* Lecture conducted from Barcelona Spain.

Rosenfeld, P.E. and Grey, M. A. (September 22-24, 2002). Biocycle Composting For Coastal Sage Restoration. *Northwest Biosolids Management Association.* Lecture conducted from Vancouver Washington..

Rosenfeld, P.E. and Grey, M. A. (November 11-14, 2002). Using High-Carbon Wood Ash to Control Odor at a Green Materials Composting Facility. *Soil Science Society Annual Conferenc*e. Lecture conducted from Indianapolis, Maryland.

Rosenfeld. P.E. (September 16, 2000). Two stage biofilter for biosolids composting odor control. *Water Environment Federation.* Lecture conducted from Anaheim California.

Rosenfeld. P.E. (October 16, 2000). Wood ash and biofilter control of compost odor. *Biofest.* Lecture conducted from Ocean Shores, California.

Rosenfeld, P.E. (2000). Bioremediation Using Organic Soil Amendments. *California Resource Recovery Association.* Lecture conducted from Sacramento California.

Rosenfeld, P.E., C.L. Henry, R. Harrison. (1998). Oat and Grass Seed Germination and Nitrogen and Sulfur Emissions Following Biosolids Incorporation With High-Carbon Wood-Ash. *Water Environment Federation 12th Annual Residuals and Biosolids Management Conference Proceedings.* Lecture conducted from Bellevue Washington.

Rosenfeld, P.E., and C.L. Henry. (1999). An evaluation of ash incorporation with biosolids for odor reduction. *Soil Science Society of America.* Lecture conducted from Salt Lake City Utah.

Rosenfeld, P.E., C.L. Henry, R. Harrison. (1998). Comparison of Microbial Activity and Odor Emissions from Three Different Biosolids Applied to Forest Soil. *Brown and Caldwell.* Lecture conducted from Seattle Washington.

Rosenfeld, P.E., C.L. Henry. (1998). Characterization, Quantification, and Control of Odor Emissions from Biosolids Application To Forest Soil. *Biofest.* Lecture conducted from Lake Chelan, Washington.

Rosenfeld, P.E, C.L. Henry, R. Harrison. (1998). Oat and Grass Seed Germination and Nitrogen and Sulfur Emissions Following Biosolids Incorporation With High-Carbon Wood-Ash. Water Environment Federation 12th Annual Residuals and Biosolids Management Conference Proceedings. Lecture conducted from Bellevue Washington.

Rosenfeld, P.E., C.L. Henry, R. B. Harrison, and R. Dills. (1997). Comparison of Odor Emissions From Three Different Biosolids Applied to Forest Soil. *Soil Science Society of America.* Lecture conducted from Anaheim California.

Teaching Experience:

UCLA Department of Environmental Health (Summer 2003 through 20010) Taught Environmental Health Science 100 to students, including undergrad, medical doctors, public health professionals and nurses. Course focused on the health effects of environmental contaminants.

National Ground Water Association, Successful Remediation Technologies. Custom Course in Sante Fe, New Mexico. May 21, 2002. Focused on fate and transport of fuel contaminants associated with underground storage tanks.

National Ground Water Association; Successful Remediation Technologies Course in Chicago Illinois. April 1, 2002. Focused on fate and transport of contaminants associated with Superfund and RCRA sites.

California Integrated Waste Management Board, April and May, 2001. Alternative Landfill Caps Seminar in San Diego, Ventura, and San Francisco. Focused on both prescriptive and innovative landfill cover design.

UCLA Department of Environmental Engineering, February 5, 2002. Seminar on Successful Remediation Technologies focusing on Groundwater Remediation.

University Of Washington, Soil Science Program, Teaching Assistant for several courses including: Soil Chemistry, Organic Soil Amendments, and Soil Stability.

U.C. Berkeley, Environmental Science Program Teaching Assistant for Environmental Science 10.

Academic Grants Awarded:

California Integrated Waste Management Board. $41,000 grant awarded to UCLA Institute of the Environment. Goal: To investigate effect of high carbon wood ash on volatile organic emissions from compost. 2001.

Synagro Technologies, Corona California: $10,000 grant awarded to San Diego State University.
Goal: investigate effect of biosolids for restoration and remediation of degraded coastal sage soils. 2000.

King County, Department of Research and Technology, Washington State. $100,000 grant awarded to University of Washington: Goal: To investigate odor emissions from biosolids application and the effect of polymers and ash on VOC emissions. 1998.

Northwest Biosolids Management Association, Washington State. $20,000 grant awarded to investigate effect of polymers and ash on VOC emissions from biosolids. 1997.

James River Corporation, Oregon: $10,000 grant was awarded to investigate the success of genetically engineered Poplar trees with resistance to round-up. 1996.

United State Forest Service, Tahoe National Forest: $15,000 grant was awarded to investigating fire ecology of the Tahoe National Forest. 1995.

Kellogg Foundation, Washington D.C. $500 grant was awarded to construct a large anaerobic digester on St. Kitts in West Indies. 1993

Deposition and/or Trial Testimony:

In the Superior Court of the State of California, County of San Bernardino
Billy Wildrick, Plaintiff vs. BNSF Railway Company
Case No. CIVDS1711810
Rosenfeld Deposition 10-17-2022

In the State Court of Bibb County, State of Georgia
Richard Hutcherson, Plaintiff vs Norfolk Southern Railway Company
Case No. 10-SCCV-092007
Rosenfeld Deposition 10-6-2022

In the Civil District Court of the Parish of Orleans, State of Louisiana
Millard Clark, Plaintiff vs. Dixie Carriers, Inc. et al.
Case No. 2020-03891
Rosenfeld Deposition 9-15-2022

In The Circuit Court of Livingston County, State of Missouri, Circuit Civil Division
Shirley Ralls, Plaintiff vs. Canadian Pacific Railway and Soo Line Railroad
Case No. 18-LV-CC0020
Rosenfeld Deposition 9-7-2022

In The Circuit Court of the 13th Judicial Circuit Court, Hillsborough County, Florida Civil Division
Jonny C. Daniels, Plaintiff vs. CSX Transportation Inc.
Case No. 20-CA-5502
Rosenfeld Deposition 9-1-2022

In The Circuit Court of St. Louis County, State of Missouri
Kieth Luke et. al. Plaintiff vs. Monsanto Company et. al.
Case No. 19SL-CC03191
Rosenfeld Deposition 8-25-2022

In The Circuit Court of the 13th Judicial Circuit Court, Hillsborough County, Florida Civil Division
Jeffery S. Lamotte, Plaintiff vs. CSX Transportation Inc.
Case No. NO. 20-CA-0049
Rosenfeld Deposition 8-22-2022

In State of Minnesota District Court, County of St. Louis Sixth Judicial District
Greg Bean, Plaintiff vs. Soo Line Railroad Company
Case No. 69-DU-CV-21-760
Rosenfeld Deposition 8-17-2022

In United States District Court Western District of Washington at Tacoma, Washington
John D. Fitzgerald Plaintiff vs. BNSF
Case No. 3:21-cv-05288-RJB
Rosenfeld Deposition 8-11-2022

In Circuit Court of the Sixth Judicial Circuit, Macon Illinois
Rocky Bennyhoff Plaintiff vs. Norfolk Southern
Case No. 20-L-56
Rosenfeld Deposition 8-3-2022

In Court of Common Pleas, Hamilton County Ohio
Joe Briggins Plaintiff vs. CSX
Case No. A2004464
Rosenfeld Deposition 6-17-2022

In the Superior Court of the State of California, County of Kern
George LaFazia vs. BNSF Railway Company.
Case No. BCV-19-103087
Rosenfeld Deposition 5-17-2022

In the Circuit Court of Cook County Illinois
Bobby Earles vs. Penn Central et. al.
Case No. 2020-L-000550
Rosenfeld Deposition 4-16-2022

In United States District Court Easter District of Florida
Albert Hartman Plaintiff vs. Illinois Central
Case No. 2:20-cv-1633
Rosenfeld Deposition 4-4-2022

In the Circuit Court of the 4th Judicial Circuit, in and For Duval County, Florida
Barbara Steele vs. CSX Transportation
Case No.16-219-Ca-008796
Rosenfeld Deposition 3-15-2022

In United States District Court Easter District of New York
Romano et al. vs. Northrup Grumman Corporation
Case No. 16-cv-5760
Rosenfeld Deposition 3-10-2022

In the Circuit Court of Cook County Illinois
Linda Benjamin vs. Illinois Central
Case No. No. 2019 L 007599
Rosenfeld Deposition 1-26-2022

In the Circuit Court of Cook County Illinois
Donald Smith vs. Illinois Central
Case No. No. 2019 L 003426
Rosenfeld Deposition 1-24-2022

In the Circuit Court of Cook County Illinois
Jan Holeman vs. BNSF
Case No. 2019 L 000675
Rosenfeld Deposition 1-18-2022

In the State Court of Bibb County State of Georgia
Dwayne B. Garrett vs. Norfolk Southern
Case No. 20-SCCV-091232
Rosenfeld Deposition 11-10-2021

In the Circuit Court of Cook County Illinois
Joseph Ruepke vs. BNSF
Case No. 2019 L 007730
Rosenfeld Deposition 11-5-2021

In the United States District Court For the District of Nebraska
Steven Gillett vs. BNSF
Case No. 4:20-cv-03120
Rosenfeld Deposition 10-28-2021

In the Montana Thirteenth District Court of Yellowstone County
James Eadus vs. Soo Line Railroad and BNSF
Case No. DV 19-1056
Rosenfeld Deposition 10-21-2021

In the Circuit Court Of The Twentieth Judicial Circuit, St Clair County, Illinois
Martha Custer et al.cvs. Cerro Flow Products, Inc.
Case No. 0i9-L-2295
Rosenfeld Deposition 5-14-2021
Trial October 8-4-2021

In the Circuit Court of Cook County Illinois
Joseph Rafferty vs. Consolidated Rail Corporation and National Railroad Passenger Corporation d/b/a AMTRAK,
Case No. 18-L-6845
Rosenfeld Deposition 6-28-2021

In the United States District Court For the Northern District of Illinois
Theresa Romcoe vs. Northeast Illinois Regional Commuter Railroad Corporation d/b/a METRA Rail
Case No. 17-cv-8517
Rosenfeld Deposition 5-25-2021

In the Superior Court of the State of Arizona In and For the Cunty of Maricopa
Mary Tryon et al. vs. The City of Pheonix v. Cox Cactus Farm, L.L.C., Utah Shelter Systems, Inc.
Case No. CV20127-094749
Rosenfeld Deposition 5-7-2021

In the United States District Court for the Eastern District of Texas Beaumont Division
Robinson, Jeremy et al vs. CNA Insurance Company et al.
Case No. 1:17-cv-000508
Rosenfeld Deposition 3-25-2021

In the Superior Court of the State of California, County of San Bernardino
Gary Garner, Personal Representative for the Estate of Melvin Garner vs. BNSF Railway Company.
Case No. 1720288
Rosenfeld Deposition 2-23-2021

In the Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse
Benny M Rodriguez vs. Union Pacific Railroad, A Corporation, et al.
Case No. 18STCV01162
Rosenfeld Deposition 12-23-2020

In the Circuit Court of Jackson County, Missouri
Karen Cornwell, Plaintiff, vs. Marathon Petroleum, LP, Defendant.
Case No. 1716-CV10006
Rosenfeld Deposition 8-30-2019

In the United States District Court For The District of New Jersey
Duarte et al, Plaintiffs, vs. United States Metals Refining Company et. al. Defendant.
Case No. 2:17-cv-01624-ES-SCM
Rosenfeld Deposition 6-7-2019

In the United States District Court of Southern District of Texas Galveston Division
M/T Carla Maersk vs. Conti 168., Schiffahrts-GMBH & Co. Bulker KG MS "Conti Perdido" Defendant.
Case No. 3:15-CV-00106 consolidated with 3:15-CV-00237
Rosenfeld Deposition 5-9-2019

In The Superior Court of the State of California In And For The County Of Los Angeles – Santa Monica
Carole-Taddeo-Bates et al., vs. Ifran Khan et al., Defendants
Case No. BC615636
Rosenfeld Deposition 1-26-2019

In The Superior Court of the State of California In And For The County Of Los Angeles – Santa Monica
The San Gabriel Valley Council of Governments et al. vs El Adobe Apts. Inc. et al., Defendants
Case No. BC646857
Rosenfeld Deposition 10-6-2018; Trial 3-7-19

In United States District Court For The District of Colorado
Bells et al. Plaintiffs vs. The 3M Company et al., Defendants
Case No. 1:16-cv-02531-RBJ
Rosenfeld Deposition 3-15-2018 and 4-3-2018

In The District Court Of Regan County, Texas, 112th Judicial District
Phillip Bales et al., Plaintiff vs. Dow Agrosciences, LLC, et al., Defendants
Cause No. 1923
Rosenfeld Deposition 11-17-2017

In The Superior Court of the State of California In And For The County Of Contra Costa
Simons et al., Plaintifs vs. Chevron Corporation, et al., Defendants
Cause No. C12-01481
Rosenfeld Deposition 11-20-2017

In The Circuit Court Of The Twentieth Judicial Circuit, St Clair County, Illinois
Martha Custer et al., Plaintiff vs. Cerro Flow Products, Inc., Defendants
Case No.: No. 0i9-L-2295
Rosenfeld Deposition 8-23-2017

In United States District Court For The Southern District of Mississippi
Guy Manuel vs. The BP Exploration et al., Defendants
Case No. 1:19-cv-00315-RHW
Rosenfeld Deposition 4-22-2020

In The Superior Court of the State of California, For The County of Los Angeles
Warrn Gilbert and Penny Gilber, Plaintiff vs. BMW of North America LLC
Case No. LC102019 (c/w BC582154)
Rosenfeld Deposition 8-16-2017, Trail 8-28-2018

In the Northern District Court of Mississippi, Greenville Division
Brenda J. Cooper, et al., Plaintiffs, vs. Meritor Inc., et al., Defendants
Case No. 4:16-cv-52-DMB-JVM
Rosenfeld Deposition July 2017

In The Superior Court of the State of Washington, County of Snohomish
Michael Davis and Julie Davis et al., Plaintiff vs. Cedar Grove Composting Inc., Defendants
Case No. 13-2-03987-5
Rosenfeld Deposition, February 2017
Trial March 2017

In The Superior Court of the State of California, County of Alameda
Charles Spain., Plaintiff vs. Thermo Fisher Scientific, et al., Defendants
Case No. RG14711115
Rosenfeld Deposition September 2015

In The Iowa District Court In And For Poweshiek County
Russell D. Winburn, et al., Plaintiffs vs. Doug Hoksbergen, et al., Defendants
Case No. LALA002187
Rosenfeld Deposition August 2015

In The Circuit Court of Ohio County, West Virginia
Robert Andrews, et al. v. Antero, et al.
Civil Action No. 14-C-30000
Rosenfeld Deposition June 2015

In The Iowa District Court for Muscatine County
Laurie Freeman et. al. Plaintiffs vs. Grain Processing Corporation, Defendant
Case No. 4980
Rosenfeld Deposition May 2015

In the Circuit Court of the 17th Judicial Circuit, in and For Broward County, Florida
Walter Hinton, et. al. Plaintiff, vs. City of Fort Lauderdale, Florida, a Municipality, Defendant.
Case No. CACE07030358 (26)
Rosenfeld Deposition December 2014

In the County Court of Dallas County Texas
Lisa Parr et al, Plaintiff, vs. Aruba et al, Defendant.
Case No. cc-11-01650-E
Rosenfeld Deposition: March and September 2013
Rosenfeld Trial April 2014

In the Court of Common Pleas of Tuscarawas County Ohio
John Michael Abicht, et al., Plaintiffs, vs. Republic Services, Inc., et al., Defendants
Case No. 2008 CT 10 0741 (Cons. w/ 2009 CV 10 0987)
Rosenfeld Deposition October 2012

In the United States District Court for the Middle District of Alabama, Northern Division
James K. Benefield, et al., Plaintiffs, vs. International Paper Company, Defendant.
Civil Action No. 2:09-cv-232-WHA-TFM
Rosenfeld Deposition July 2010, June 2011

In the Circuit Court of Jefferson County Alabama
Jaeanette Moss Anthony, et al., Plaintiffs, vs. Drummond Company Inc., et al., Defendants
Civil Action No. CV 2008-2076
Rosenfeld Deposition September 2010

In the United States District Court, Western District Lafayette Division
Ackle et al., Plaintiffs, vs. Citgo Petroleum Corporation, et al., Defendants.
Case No. 2:07CV1052
Rosenfeld Deposition July 2009

Green Jobs & Clean Communities

12 June 2025

City Council
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335

SUBJECT:
Appeal to the City Council of the City of Fontana regarding a decision of the Sierra Distribution Facility Project Final EIR (SCH 2023030788)

PROJECT:
Sierra Distribution Facility Project Final EIR (SCH 2023030788)

APPELLANT:
Golden State Environmental Justice Alliance

PURPOSE:
This appeal seeks to reverse the entire decision of the Planning Commission's decision on 3 June 2025, which approved the Project.

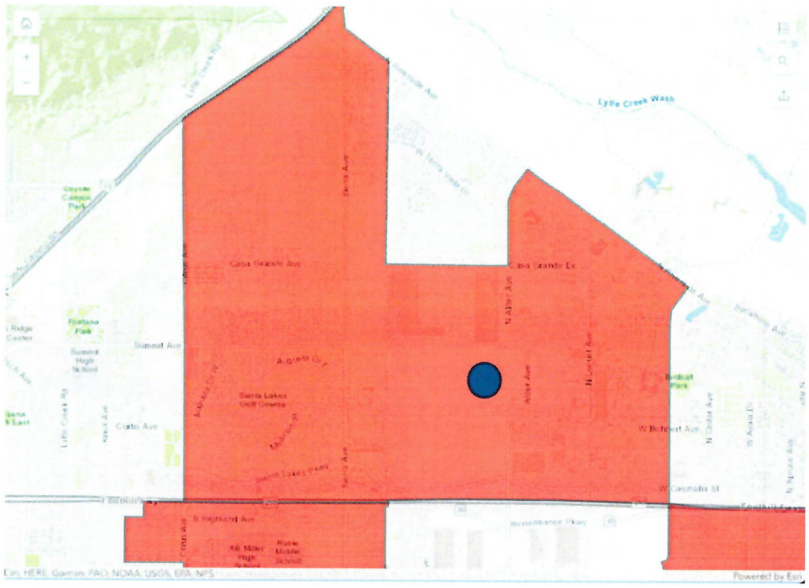
REASONS FOR APPEAL AND DENIAL OF PROJECT:
Appellant presented multiple arguments in communications in the form of a:

- Comment letter dated 23 October 2024, which objects the Environmental Impact Report (EIR) and cites numerous procedural and substantive deficiencies including project piecemealing, inadequate environmental analysis, and failure to properly assess impacts on the surrounding disadvantaged community.

- Email dated 1 June 2025, which objects the Final Environmental Impact Report (FEIR) and reaffirms the position of the October 2024 comment letter.

Appellant also provided a response to comments dated 22 October 2024 by consultant Soil Water Air Protection Enterprise (SWAPE), stating that the Draft Environmental Impact Report "*fails to adequately evaluate the Project's health risk impacts*" as well as "*emissions and health risk impacts associated with construction and operation of the proposed Project may be underestimated and inadequately addressed.*" SWAPE's specific comments are detailed in the forthcoming text.

Appellant's comprehensive technical review of the Project's FEIR reveals critical deficiencies that warrant the Planning Department's reconsideration of this proposed 398,514 ft^2 warehouse development. The project site is in a census tract ranking in the 94th percentile of California's most polluted areas, with cancer risks at 423 in one million—positioning it in the 76th percentile of highest cancer risks regionally. This designated SB 535 disadvantaged community already bears disproportionate environmental burdens that the proposed warehouse would significantly exacerbate.



CalEnviroScreen's SB 535 Disadvantaged Communities Map, the Project site is identified as a designated disadvantaged community

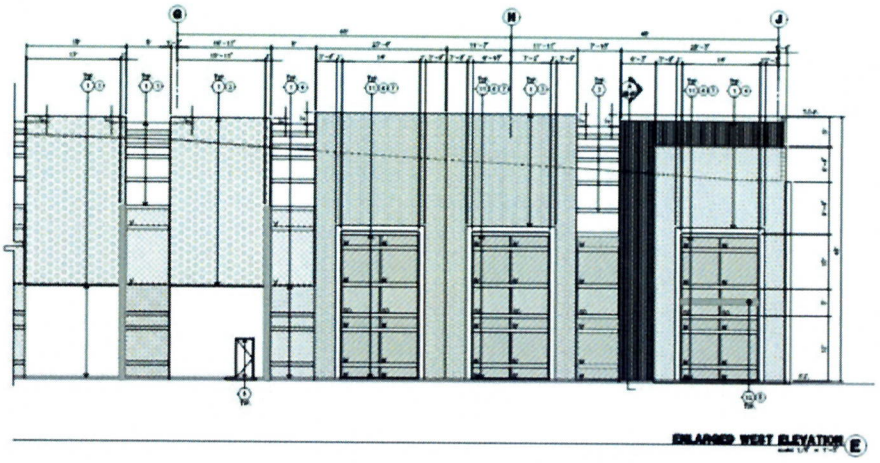
Legal and Regulatory Compliance Issues

The FEIR fails to meet California Environmental Quality Act (CEQA) standards through multiple critical omissions.

The environmental analysis improperly segments what should be evaluated as a comprehensive development program, with the same developer submitting three separate warehouse projects totaling over 1.2 million square feet within six weeks ((MCN 22-000079, MCN 22-000105, and MCN 22-000104). This "piecemealing" artificially minimizes cumulative environmental impacts and violates CEQA's mandate to analyze the whole of the action under CEQA Guidelines §15378, and in violation of *Laurel Heights Improvement Assn. v. Regents of University of California* (1988) 47 Cal.3d 376 and *Bozung v. Local Agency Formation Comm.* (1975) 13 Cal.3d 263.

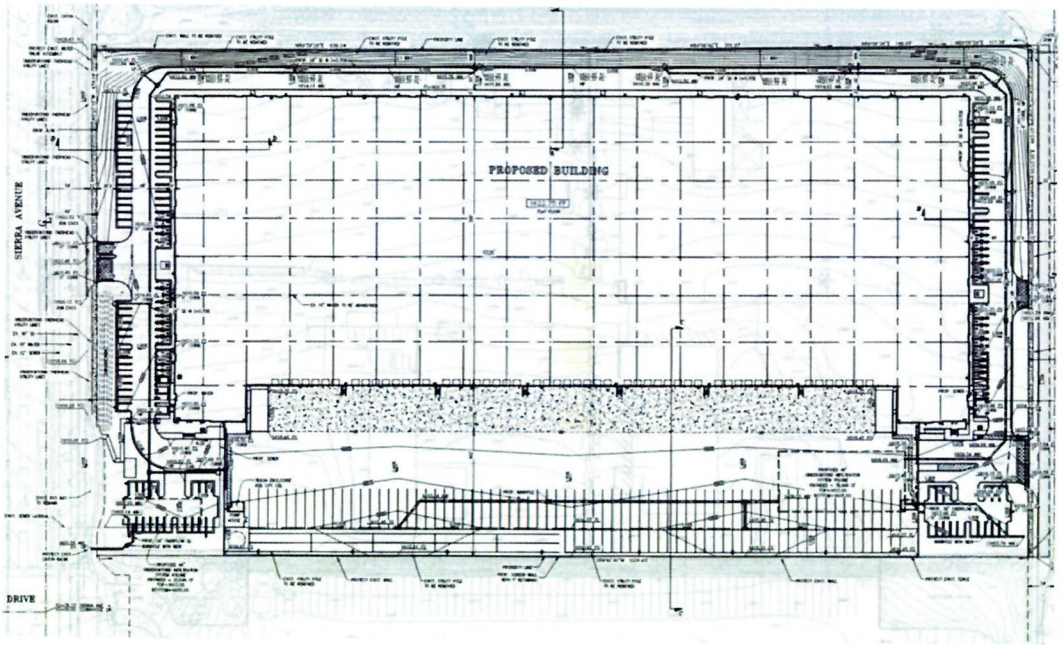
The FEIR fails to provide legally adequate project descriptions, with illegible site plans, elevations, and grading documents that prevent any meaningful public review. CEQA mandates that project descriptions be sufficiently detailed to enable informed decision-making, however critical technical drawings remain unreadable, violating the statute's informational disclosure mandates, and represents a fundamental breach of governmental transparency and due process

that could be characterized as institutional hypocrisy. Illegible technical drawings prevent constitutionally required meaningful public participation, violating due process requirements under *Concerned Citizens of Costa Mesa, Inc. v. 32nd Dist. Agricultural Assn.* (1986) 42 Cal.3d 929.



PROJECT DATA

SITE AREA		
In s.f.	797,033	sf
In acres	18.30	ac
BUILDING AREA		
SWC Office	5,000	sf
SEC Office	5,000	sf
Warehouse	390,514	sf
TOTAL	390,514	sf
FLOOR AREA RATIO		
Maximum Allowed	0.60	
Actual	0.500	
SITE COVERAGE		
Maximum Allowed	60%	
Actual	50.0%	
AUTO PARKING REQUIRED		
Office (required if over 10% of G.F.A.)	0	stalls
White 1st 20,000 @ 1/1,000 s.f.	20	stalls
2nd 20,000 @ 1/2,000 s.f.	10	stalls
above 40,000 @ 1/5,000 s.f.	72	stalls
TOTAL	102	stalls
AUTO PARKING PROVIDED		
Standard (9' x 19')	104	stalls
Accessible Standard (9' x 19')	5	stalls
Accessible Van (12' x 19')	1	stalls
EV Van Accessible (12' x 19')	1	stalls
EV Standard Accessible (9' x 19')	1	stalls
EV Standard (9' x 19')	9	stalls
EV Capable (9'x19')	21	stalls
TOTAL	142	stalls



Project plans provided in FEIR are illegible and fail to meet CEQA disclosure requirements, preventing meaningful public review and true verification of environmental impacts, exemplifying the need for revised environmental analysis.

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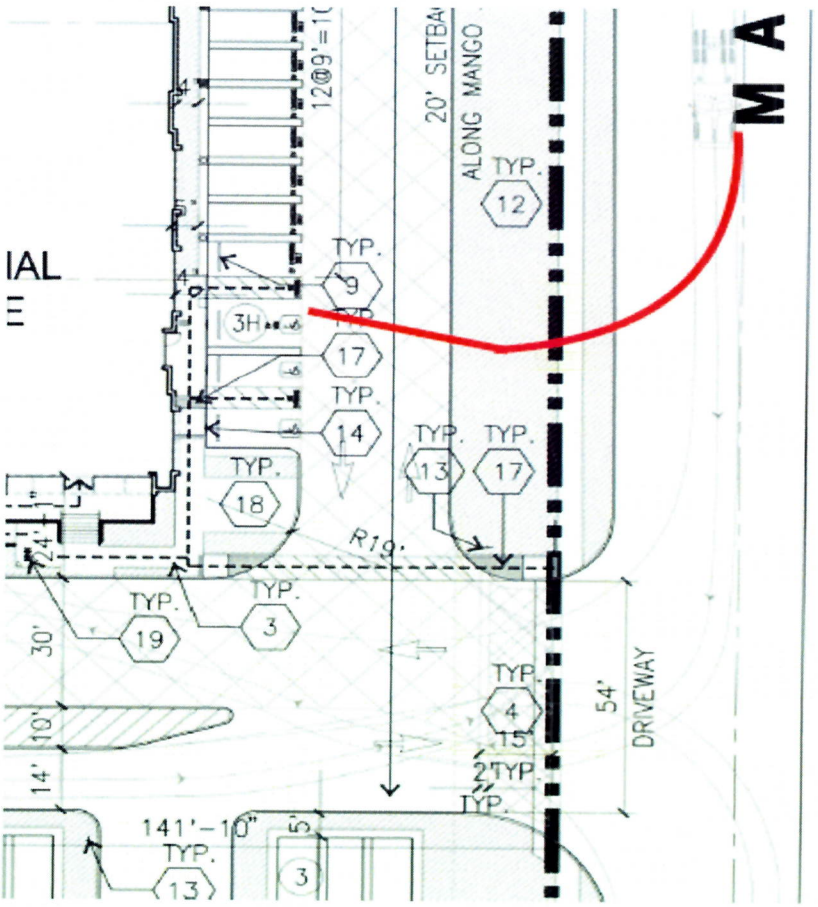
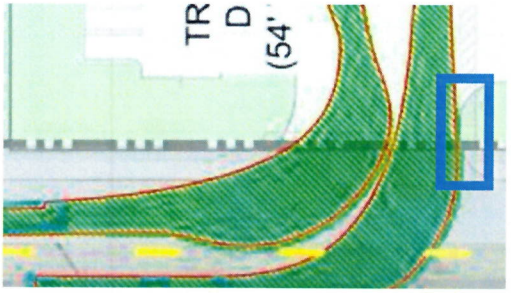
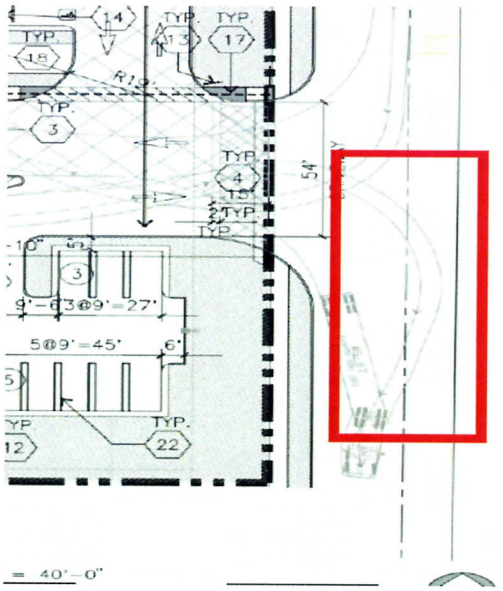
Additionally, the project generates 239 daily truck trips, directly violating Light Industrial (M-1) zoning requirements that explicitly prohibit "high volumes of truck traffic" (Municipal Code §30-522). The truck routing analysis forces heavy vehicles onto residential streets rather than designated truck routes, creating significant public safety hazards and community impacts. This also violates Municipal Code §17-426(b) which requires commercial vehicles to utilize designated truck routes. These inconsistencies with permitted land uses requires either project redesign or zoning amendments through proper legislative processes.

Official city truck route map shows Sierra Avenue as the only designated truck route serving the project site, contradicting project's proposed routing plan.

Technical analysis demonstrates inadequate truck turning space and safety hazards, with vehicles required to use opposing traffic lanes.



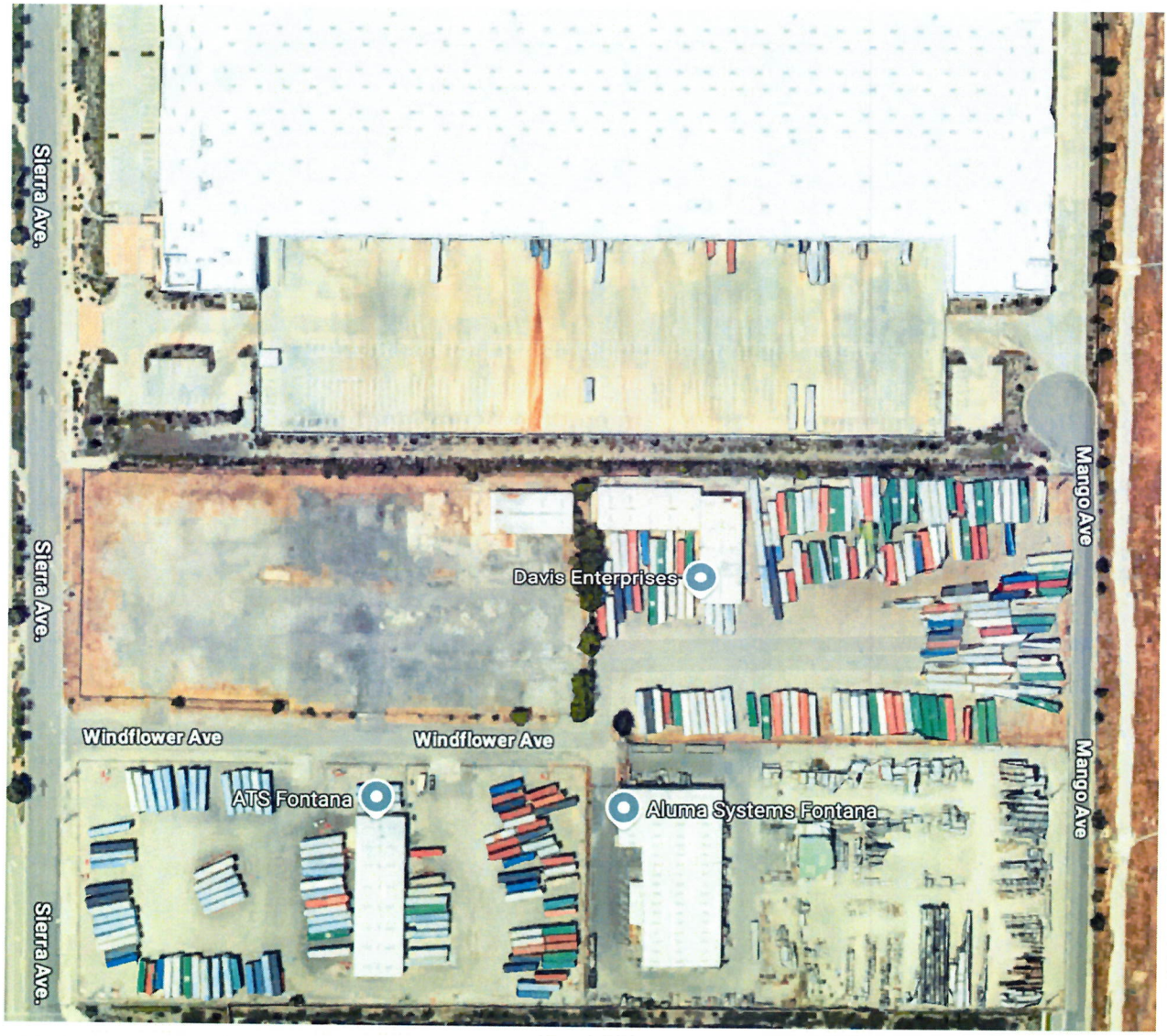




Environmental Justice Violations

The Project contradicts SB 1000 environmental justice requirements and established planning principles. South Coast Air Quality Management District research demonstrates that communities within a half-mile radius of warehouses—predominantly communities of color—experience elevated asthma and heart attack rates. With 39 existing warehouses already operating in Fontana and regional industrial development adding 10-25 million square feet annually, this project contributes to what health experts term **"diesel death zones"** where cumulative pollution exposure creates severe public health consequences. Additionally, this violates CEQA Guidelines §15130(a) requiring evaluation of "past, present, and reasonably foreseeable probable future projects."

Existing site conditions showing concentration of warehouse facilities in this disadvantaged community, supporting cumulative impact concerns.



The FEIR establishes an artificially inflated environmental baseline (CEQA Guidelines §15125) by claiming four businesses operated on-site when only one possessed valid city business licenses. This manipulation of existing conditions violates *Communities for a Better Environment v. South Coast Air Quality Management District* (2010) 48 Cal.4th 310, which requires accurate baseline determinations.

Grievances

Following the Planning Commission's decision to approve the project FEIR, Appellant maintains that the Planning Commission breached its responsibility to conduct proper environmental reviews and implement necessary safeguards. Additionally, CEQA requires local agencies to "Take all action necessary to provide the people of this state with clean air and water, enjoyment of aesthetic, natural, scenic, and historic environmental qualities, and freedom from excessive noise."

The centrality of environmental health for California's population underlies CEQA's statutory framework. The Legislature articulated these fundamental mandates when adopting CEQA:

- "The maintenance of a quality environment for the people of this state now and in the future is a matter of statewide concern." (Pub. Res. Code, § 21000, subd. (a).)

- Agencies must "identify any critical thresholds for the health and safety of the people of the state and take all coordinated actions necessary to prevent such thresholds from being reached." (Id. at subd. (d).)

- "[M]ajor consideration [must be] given to preventing environmental damage, while providing a decent home and satisfying living environment for every Californian." (Id. at subd. (g).)

- Agencies must "[t]ake all action necessary to provide the people of this state with clean air and water, enjoyment of aesthetic, natural, scenic, and historic environmental qualities, and freedom from excessive noise." (Pub. Res. Code, § 21001, subd. (b).)

Municipal governments and other local authorities hold critical responsibilities in safeguarding environmental justice for California communities. Under existing statutes: "[E]nvironmental justice" means the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies.

Gov. Code, § 65040.12, subd. (e) demands that environmental benefits reach all community members equally, while preventing the concentration of pollution impacts on at-risk populations or neighborhoods already bearing environmental burdens.

Recommendation

The Planning Commission should have required a revised Environmental Impact Report addressing cumulative impacts, proper project scope definition, zoning compliance, and comprehensive environmental justice analysis before project approval. The current FEIR's technical deficiencies and regulatory violations necessitate additional environmental review to ensure community protection and legal compliance with state environmental justice mandates.

Conclusion

Due to the above-mentioned reasons as well as the reasons listed in the original comment letter to the EIR, Appellant believes the EIR is flawed and a new EIR must be prepared for the proposed project and circulated for public review. Appellant requests the City of Fontana City Council reverse the decision of the Planning Commission's approval of the project and require a new EIR.

Best.

Joe Bourgeois
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ATTACHMENT NO.3

Kimley»Horn

MEMORANDUM

To: Fontana City Council c/o Salvador Quintanilla, Senior Planner

From: Candyce Burnett, Kimley-Horn and Associates, Inc.

Scott Irwin, Seefried Industrial Properties

Date: August 7, 2025

Subject: Applicant Response to Appeal No. 25-0001 to the Certification of the Sierra Distribution Facility Project EIR (SCH No. 2023030788) (MCN 22-000104)

Introduction

This Memorandum is provided as the Applicant's response to Appeal No. 25-0001 to the Planning Commission's approval of Sierra Distribution Facility Project (Project) on June 3, 2025. Several issues were raised by the Appellant which have been grouped and responded together, as appropriate. The Draft Environmental Impact Report (EIR) and Final EIR are referred to as the "EIR" when referring to the whole of the environmental analysis. Specific references to the Draft EIR and Final EIR are made as well.

Applicant's Responses

LEGAL AND REGULATORY COMPLIANCE ISSUES

Piecemealing

The Appellant reasserts that the EIR does not accurately or adequately describe the whole of the Project (MCN 22-000104). The Appellant continues to assert that the timing of the submission of applications for projects MCN 22-00079, MCN 22-000104, and MCN 22-000105 is substantial evidence for piecemealing. Piecemealing occurs when a Project is segmented in a way that environmental evaluation of some of the activities associated with the Project is deferred, not when multiple applications for similar developments are submitted around the same time.

Additionally, the Appellant fails to recognize that MCN 22-00079 and MCN 22-000105 are geographically distinct and separate from the Project. Notably, MCN 22-000105 and MCN 22-000079 are located in the Southwest Industrial Park Specific Plan (SWIP). SWIP is generally located south of Interstate 10 (I-10), which is more than 5.5 miles south of the Project site. No part of the Project is reliant on the implementation of these other separate, distinct projects to be made feasible, and neither MCN 22-00079 nor MCN 22-000105 rely on the implementation of the Project in order to be developed. A Project level EIR remains the appropriate CEQA document for the Project. This issue was adequately addressed in the Final EIR Section 2, Responses to Comments and no further response is required.

Project Description

The Appellant asserts that the project description fails to be legally adequate as it fails to provide legible site plans, elevations, and grading documents. Revised figures were provided in the Final EIR as a response to previous comments regarding the lack of information in those figures. It is important to note that all information was provided in either narrative or tabular format in the Project Description of the Draft EIR. As an informational document charged with being accessible to the lay person and the public, an EIR need not only be presented in a manner that would be sufficient for professional technical review. As such, the information provided in the EIR that was derived

from the technical design documents was distilled into a digestible format for ease of review by the public. Additionally, the full set of Project plans have been available for review at the City, both physically and digitally, throughout the public review process for the EIR. Further, Attachment A to Appendix K of the Draft EIR contains a full-size high-resolution sheet of the overall site plan where all of this information is available.

Additionally, the Appellant asserts that the figures and technical drawings provided throughout the EIR are illegible and prevent any meaningful public review. The Appellant then goes on to evaluate and provide comment on information provided within figures that were provided in the EIR, demonstrating their ability to review the information provided within the EIR. As indicated by this, the figures and technical drawings that have been provided are clearly adequate to allow meaningful public review. Further, all Project plans have been made available to the Public by the City though the public review process. No further response is required.

Land Use and Planning

The Appellant asserts that the Project conflicts with the Light Industrial (M-1) zoning requirements as the Project would generate 239 truck trips (634 passenger car equivalents [PCE]). As the Project would redevelop the site from the existing operational businesses with the Project, the Project is able to "credit" the existing traffic from the site because the existing operational businesses are part of the Project's environmental baseline. As a part of the Trip Generation Assessment and Traffic Scoping (Appendix K to the Draft EIR), traffic counts were taken at the existing businesses. During this three-day period the average daily truck trips, represented as PCEs, for the existing site was 877 PCEs. As a result, the Project would result in a reduction of truck trips by 243 PCEs. The Project would result in a 27.7 percent reduction in the amount of truck trips generated by the Project site.

Further, the City of Fontana Planning Commission is charged by the City Council to review the design of projects and ensure consistency with the zoning for the subject properties. After careful consideration and review of the Project, including its trip generation analysis, the Planning Commission approved the Project, finding that the Project was consistent with the zoning.

Regarding truck routes, Sierra Avenue is a designated truck route within the City of Fontana. Due to the median within Sierra Avenue, trucks leaving the Project site would not be able to turn southbound onto Sierra Avenue to gain access to State Route 210 (SR-210). As a result, trucks would enter/exit the Project site via a driveway along Mango Avenue, which is a low-speed road with a 25 mile per hour (mph) posted speed limit. Mango Avenue intersects with Sierra Lakes Parkway to the south which then reconnects with Sierra Avenue. Trucks would access southbound Sierra Avenue from this point to reach SR-210 and regional destinations beyond. Truck access to the Project site via Sierra Avenue is prohibited and limited to access for auto traffic. While Mango Avenue is not officially designated as a truck route within the City, the road primarily serves industrial uses and this segment of Mango Avenue north of Sierra Lakes Parkway terminates, providing no through connection northerly. The utilization of Mango Avenue, a lower traffic volume roadway, minimizes potential conflicts with automobile traffic and creates a safer condition when compared to ingress and egress along Sierra Avenue due to the much lower speeds and traffic volumes. Further, this route ensures that trucks drive less than 1 mile on City roads to access SR-210 and avoid passing through residential areas. If trucks were required to enter/exit along Sierra Avenue to travel north to the I-10/Sierra Avenue interchange, approximately 2.5 miles to the north, they would pass multiple residential areas. Based on direction provided by staff, all trucks from the Project site will use Mango Avenue for access.

Truck Turning

Regarding truck turning templates and roadway geometrics, the Appellant has used an outdated graphic (the left and lower right screenshot on Page 4 of the Appellant's June 12, 2025, Appeal to the City document). These screenshots display information provided within Attachment A to Appendix K of the publicly circulated Draft EIR. The plan shown in Attachment A has a plot date of January 3, 2023, and represents a conceptual design of the Project site that was still subject to revisions from the City design review. Furthermore, analyzing truck turning movements is not within the scope of the Trip Generation Assessment and Scoping Agreement. As a part of the Final EIR, Errata to the Draft EIR were provided, which included an updated Figure 3-5: Overall Site Plan where the truck turning template was refined and depicts adequate turning space. This updated plan was prepared in 2025.

In the upper right screenshot on Page 4 of the Appellant's June 12, 2025, Appeal to the City document, the image shows a green portion of the truck turning movement seemingly overlapping with the curb. The red lines in the truck turning template depict the wheel path of the truck, while the green area indicates the overhang of the trailer. The outside width of the trailer exceeds that of the wheels. The turning template confirms that the truck's wheel path does not drive over the curb line. No further response, analysis, or design revisions are required.

All proposed driveways are designed to meet relevant design standards and will continue to undergo the City's review process.

ENVIRONMENTAL JUSTICE

Cumulative Impacts

The Appellant continues to assert that the EIR did not evaluate cumulative impacts specific to air quality and air pollution. The claims were raised in the Appellant's October 23, 2024, comment letter on the Draft EIR. Responses to those comments were provided within Section 2, Responses to Comments of the Final EIR. As stated in those responses, the Draft EIR, and reiterated here, the Project's cumulative impacts for all environmental resource areas were analyzed consistent with CEQA Guidelines Section 15130.

Specific to air quality and pollution, South Coast Air Quality Management District's (SCAQMD) standard methodology for the evaluation of cumulative air quality impacts include comparing a project's modeled air quality emissions against the SCAQMD thresholds of significance for specific criteria air pollutants for which the South Coast Air Basin (SCAB) is in non-attainment.

SCAB is designated as a nonattainment area for state standards of tropospheric ozone (O_3), particulate matter with diameter of 10 microns or less (PM_{10}), and particulate matter with diameter of 2.5 microns or less ($PM_{2.5}$). SCAB is designated as a nonattainment area for federal standards of O_3 and $PM_{2.5}$, attainment, and serious maintenance for federal PM_{10} standards, and is designated as unclassified or attainment for all other pollutants.

Table 4.3-8 and Table 4.3-9 of the Draft EIR show that the Project's construction and operational emissions would not exceed SCAQMD's thresholds of significance for any criteria air pollutant. As a result, the Project would not result in a cumulatively significant impact on air quality.

Additionally, there was a Health Risk Assessment (HRA) prepared as part of the Project's CEQA documentation, following SCAQMD methodologies. The HRA determined that the Project would not result in exceedances of SCAQMD's thresholds of significance for carcinogenic or non-carcinogenic health hazards. The City approved and adopted the Industrial Commerce Center Sustainability Standards Ordinance (Ordinance No. 1891) on April 12, 2022.

This Ordinance is applicable to all warehouse uses throughout the City. The Ordinance requires warehouse uses to meet and exceed all state and federal environmental standards. Standards include providing adequate buffering and screening from adjacent sensitive receptors, implementing appropriate signage and traffic patterns, incorporating alternative energy, and other operation and construction measures such as the use of super-compliant VOC architectural coatings and highest rated CARB Tier technology for construction equipment. The Project would be required to comply with all applicable standards of the Ordinance and final documentation of compliance would be subject to review and approval prior to issuance of applicable permits.

Environmental Baseline

The Appellant claims, due to only one of the existing uses located on-site having a valid business license when the EIR states that four businesses operated on-site, that the EIR fails to provide an adequate environmental baseline consistent with CEQA Guidelines Section 15125. The environmental baseline for the Project was generally established by the release date of the Notice of Preparation and the timing of the traffic counts taken at the existing site, which is standard practice. The EIR accurately described the conditions of the Project site at the time of the traffic data collection and the release of the Notice of Preparation.

Furthermore, it is not within the scope of an environmental review to verify that existing uses have their City-required paperwork in order, nor does the presence or absence of business licenses impact the baseline environmental conditions. CEQA requires that the proper environmental baseline is the existing condition of the project site, even if that condition may be the result of prior illegal activity. *Fat v. County of Sacramento* (2002) 97 Cal.App.4th 1270, 1277 (upholding agency's discretion to use existing conditions baseline for use permit for privately owned airport that had been operating without county authorization for 30 years and had not previously been reviewed under CEQA).The number of businesses operating on the Project site is important to the environmental analysis contained within the EIR, affecting several environmental resource areas including, but not limited to, air quality, energy, greenhouse gas emissions, and traffic. Ignoring the operation of three additional businesses would have artificially lowered the environmental baseline and misrepresented reality. In the case of *Communities for a Better Environment v. South Coast Air Quality Management District* (2010) 48 Cal.4th 310 cited by the Appellant, the Court held that SCAQMD failed to "use the actually existing levels of operation as a baseline and treat any increase over that baseline as a project impact." [1] If the EIR had instead only measured traffic counts for the specific business with a valid business license, this would have created a hypothetical baseline not based on the "actually existing levels of operation" of the Project site. Therefore, the environmental baseline established for the Project is adequate, and no further response is required.

Conclusion

As demonstrated by the substantial evidence provided within the EIR and this Memorandum, the EIR is adequate, and the Project does not require or necessitate additional environmental review. The EIR need not be recirculated for public review and the decision by the Planning Commission to certify the EIR was proper.

[1] *Communities for a Better Environment v. South Coast Air Quality Management District* (2010) 48 Cal.4th 310; Page 9. https://law.justia.com/cases/california/supreme-court/2010/s161190/

8353 Sierra Avenue
Fontana, CA 92335

City of Fontana

Action Report

Planning Commission

File #: 25-0297
Agenda #: PH-C

Agenda Date: 6/3/2025
Category: Public Hearing

FROM:
Planning Department

TITLE:
Master Case No. 22-000104: Tentative Parcel Map No. 22-000025 (TPM No. 20611), Design Review (DRP) No. 22-000051, reporting on the conformity of the proposed vacation of Windflower Avenue with the General Plan pursuant to Government Code Section 65402; and Final Environmental Impact Report (FEIR) for the development of an industrial warehouse building totaling approximately 398,514 square feet on approximately 18.3 acres, located between Sierra Avenue and Mango Avenue, approximately 1,300 feet south of Summit Avenue (Assessor Parcel numbers: 1119-241-10,-13,-18,-25,-26, and -27), pursuant to the Certified Environmental Impact Report (EIR) (State Clearing House No. 2023030788) and Mitigation Monitoring And Reporting Program and direct staff to file a Notice of Determination.

RECOMMENDATION:
1. Based on the information contained in this staff report, resolution and subject to the attached Findings and Conditions of Approval, staff recommends that the Planning Commission adopt Resolution No. PC 2025-_____, and:

    a. Certify the FEIR, a Mitigation Monitoring and Reporting Program and a Statement of Facts and Findings, and direct staff to file a Notice of Determination.

2. Based on the information contained in this staff report, resolution and subject to the attached Findings and Conditions of Approval, staff recommends that the Planning Commission adopt Resolution No. PC 2025-_____, and:

    a. Approve Tentative Parcel Map No. 22-000025 (TPM No. 20611); and

    b. Approve Design Review No. 22-000051.

APPLICANT:
Seefried Industrial Properties Inc.
Scott Irwin
2321 Rosecrans Ave, Suite 2220
El Segundo, CA 90245

LOCATION:
The project site is located east of Sierra Avenue, west of Mango Avenue, and south of Summit Ave (Assessor Parcel Numbers: 1119-241-10, -13, -18, -25, -26, and -27).

REQUEST:
Tentative Parcel Map No. 22-000025 (TPM No. 20611) - A request to consolidate six (6) parcels and vacate Windflower Avenue comprised of approximately 18.3 acres into one parcel for the development of the project. Additionally, the proposed vacation will conform to the General Plan finding under Government Code Section 65402.

Design Review (DRP) No. 22-000051 - A request to review the architecture, site design and associated improvements for an industrial warehouse commerce center building totaling 398,514 square feet, including 5,000 square feet of office on a site comprised of approximately 18.3 acres.

PROJECT PLANNER:
Salvador Quintanilla, Senior Planner

BACKGROUND INFORMATION:

A. Existing Land Use Designation:

	General Plan	Zoning/Overlay	Existing Land Use
Site:	Light Industrial (I-L)	Light Industrial (M-1)/ Warehousing Distribution Logistics Overlay District/Fire Hazard Overlay	Existing Industrial Uses
North:	Light Industrial (I-L)	Light Industrial (M-1)/ Warehousing Distribution Logistics Overlay District/Fire Hazard Overlay	Existing Warehouse
South:	Light Industrial (I-L)	Light Industrial (M-1)/ Warehousing Distribution Logistics Overlay District/Fire Hazard Overlay	Existing Warehouse
East:	City of Rialto	City of Rialto	Land Fill
West:	Residential Planned Community	Planning Area No. 4 - Sierra Lakes Specific Plan	Residential

PROJECT DESCRIPTION:

A. Site Area: Approximately 18.3 gross acres

B. FAR Ratio:
Building Maximum Allowed: .60
Provided: .50

C. Building Analysis:

Office/Mezzanine:	5,000 square feet
Warehouse/packing area	393,514 square feet
Total Area:	398,514 square feet

D. Landscaping

Required:	15 percent
Provided	21.5 percent

E. Parking

Required:	102 parking spaces
Provided:	142 parking spaces

ANALYSIS:

The applicant, Seefried Industrial Properties Inc., is requesting that the Planning Commission approve Tentative Parcel Map No. 22-000025 (TPM No. 20611), and Design Review (DRP) No. 22-000051 for the development of a new 398,514 square foot industrial commerce center building and associated improvements on an approximately 18.3 gross acres site located between Sierra Avenue and Mango Avenue, south of Summit Avenue.

Tentative Parcel Map No. 22-000025 (TPM No. 20611)

Tentative Parcel Map No. 20611 is a proposal to consolidate six (6) parcels and vacate Windflower Avenue comprised of approximately 18.3 acres into one parcel for the development of a 398,514 square foot industrial commerce center building. As part of the project the developer will construct all on-site and off-site improvements per the City Standards.

Currently, Windflower Ave runs through the middle of the subject property. Due to the configuration of the project and to facilitate truck traffic to Mango Avenue Windflower Avenue will be vacated.

Design Review (DRP) No. 22-000051

The development will be comprised of a 398,514 square feet industrial commerce center building that includes 5,000 square feet of office/mezzanine area, approximately 393,514 square feet of warehouse area. The warehouse building would have 54 loading docks located on the south side of the building. Project on-site improvements include parking, landscaping, and lighting.

The building facades would incorporate architectural elements (e.g., windows, pillars, wall plane breaks) to minimize stretches of blank walls. All colors and materials would consist of gray tones with a red banning's as an accent color. Large expanses of blank walls would be broken up with expansion joints, reveals, or changes in texture and color. The proposal provides a development that has been designed with modern features to enhance the character of the surrounding neighborhood.

Grading / Walls

The subject site has a gradual slope the property and adjacent areas at a higher elevation to the north. The proposed project will slope to the south of the project site where the underground basins will capture the water. Also, any overflow will go to the storm drain system on Sierra Avenue. Decorative 14-foot-high walls will provide screening for truck courts. Additionally, an eight (8) foot

high wrought iron fence will be installed on the northerly property line, an eight (8) foot high wrought iron gate and man gate will be constructed on the west and east sides of the loading docks.

Site Access / Circulation /Parking
Access to and from the Project site will be provided along Sierra Avenue with one (1) driveway in the center of the site exclusively for passenger vehicles and an EVA access point on the southerly portion of the site. Additionally, there will be two (2) driveways along Mango Avenue, one exclusively for trucks, which accommodates truck queuing and provides access to the loading dock area, and a second driveway that will be exclusively for passenger vehicles. The truck movements would occur along the southerly driveway (along Mango Avenue) and within the truck court and would be separated from passenger vehicle areas.

Fire Hazard Overlay
Since the subject parcel is within Fire Hazard Overlay a Fuel Modification Zone (FMZ) plan, showing all fuel modification areas has been provided and approved by the City's Fire Marshall/Fontana Fire Protection District, subject to the conditions in the Fire Modification Zone plan.

Environmental:

The Draft EIR (DEIR) for the Sierra Distribution Facility Development Project (SCH No. 2023030788) was made available for the public review at the City's website: <https://www.fontanaca.gov/2137/Environmental-Documents>.

Subsequent to the preparation and distribution of the Initial Study/Notice of Preparation (NOP), the DEIR was prepared for the project. The environmental analysis contained in the Draft EIR is based in part on specific studies and assessments undertaken for the City by qualified environmental scientists, specialists, and consultants. This analysis addresses air quality, cultural resources, greenhouse gas emissions, noise, and transportation.

These technical studies are contained in the Technical Appendices document of the Draft EIR and are made available for the public review. The Draft and Final EIR and Technical Appendices can be viewed at the following URL: <https://www.fontanaca.gov/2137/Environmental-Documents>

The Final EIR describes the environmental impacts of the project and the mitigation measures to help minimize the project impacts on the environment. The scope of this Final EIR includes analysis of minimize the project impacts on the environment. The scope of this Final EIR includes analysis of environmental issues identified and raised in response to the Initial Study/Notice of Preparation (IS/NOP) and during the DEIR comment period.

The Final EIR determined that twenty (20) of environmental effects for the project would have impacts found not to be significant. These 20 categories are Aesthetics, Agriculture and Forestry, Air Quality, Biological Resources, Cultural Resources, Energy, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services, Recreation, Transportation, Tribal Cultural Resources, Utilities and Services Systems, and Wildfire. The potential impacts from the aforementioned topical areas are fully addressed in the IS/DEIR.

Alternatives
As required by CEQA, an EIR shall describe a range of reasonable alternatives to the project which meets the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project and evaluate the comparative merits of the alternatives. The proposed alternatives for this project include “No Project,” “Drop Lot/Trailer Storage,” and “Reduced Project.”

Circulation
The project DEIR was circulated for the 45-day public review period beginning on September 11, 2024, and ending originally on October 25, 2024. The document was submitted to the State Clearinghouse for notification to State agencies for their possible comment. The City received comments on the DEIR from the following
public agencies, organizations, and individuals:

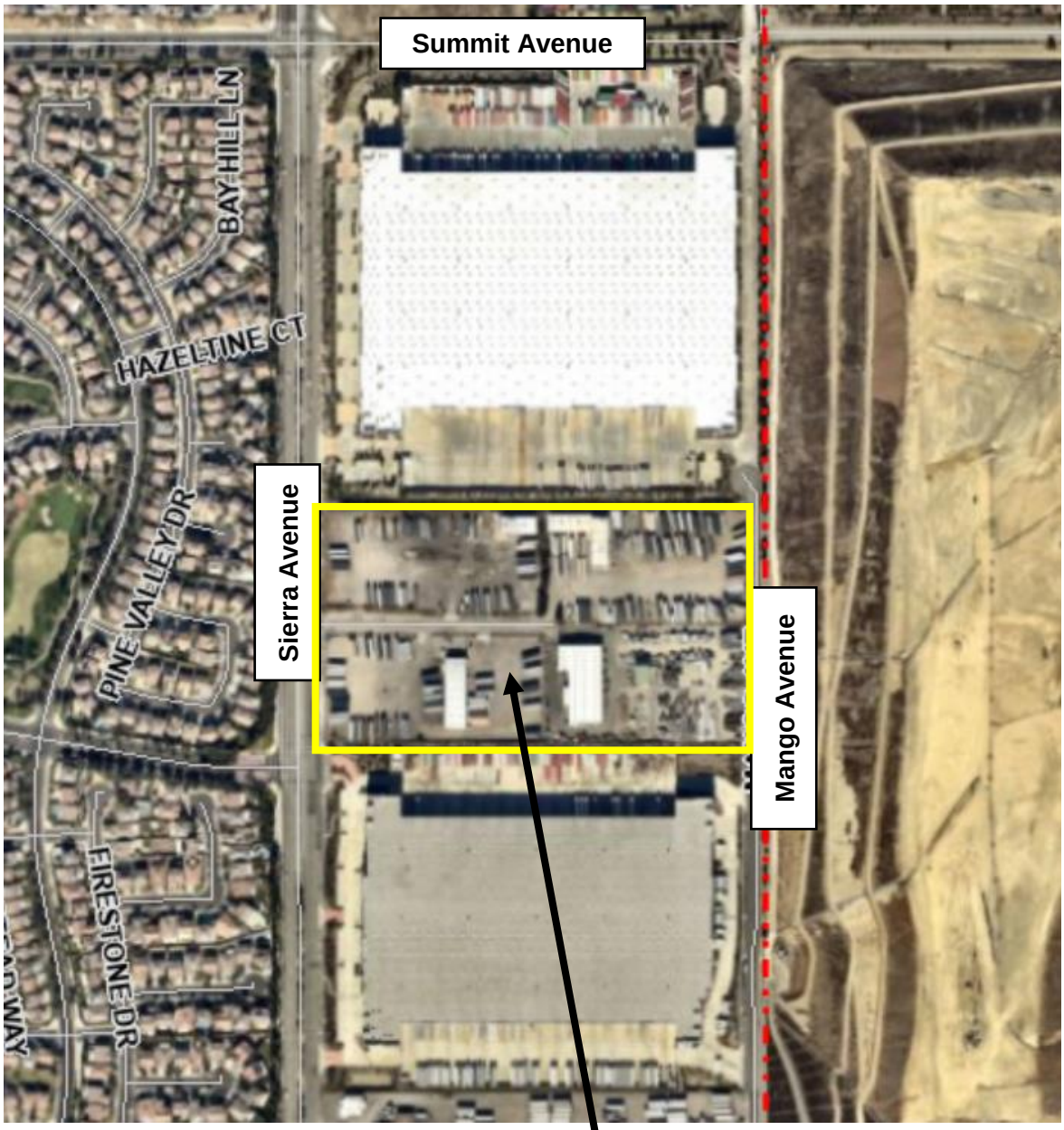
Letter Date Received Organization/Name
1. West Valley Water District, October 9, 2024
2. Blum, Collins & Ho LLP., October 23, 2024
3. Golden State Environmental Justice Alliance, October 24, 2024

The City along with the environmental consultant, has reviewed and provided responses to the letters/comments above; these are included in the Final EIR. The Final EIR along with errata has been included with the environmental documentation.

To approve the project, the Planning Commission must adopt a Statement of Overriding Considerations indicating that the project benefits override or outweigh the project identified unavoidable environmental impacts.

MOTION:
Approve staff’s recommendation.

ATTACHMENTS:
1. Vicinity Map
2. Project Plans
3. Planning Commission Resolution No. PC 2025- Certification of the EIR and MMRP
4. Planning Commission Resolution No. PC 2025- Project approval
5. Notice of Determination
6. Public Hearing Notice



CITY OF FONTANA PLANNING DEPARTMENT

VICINITY MAP

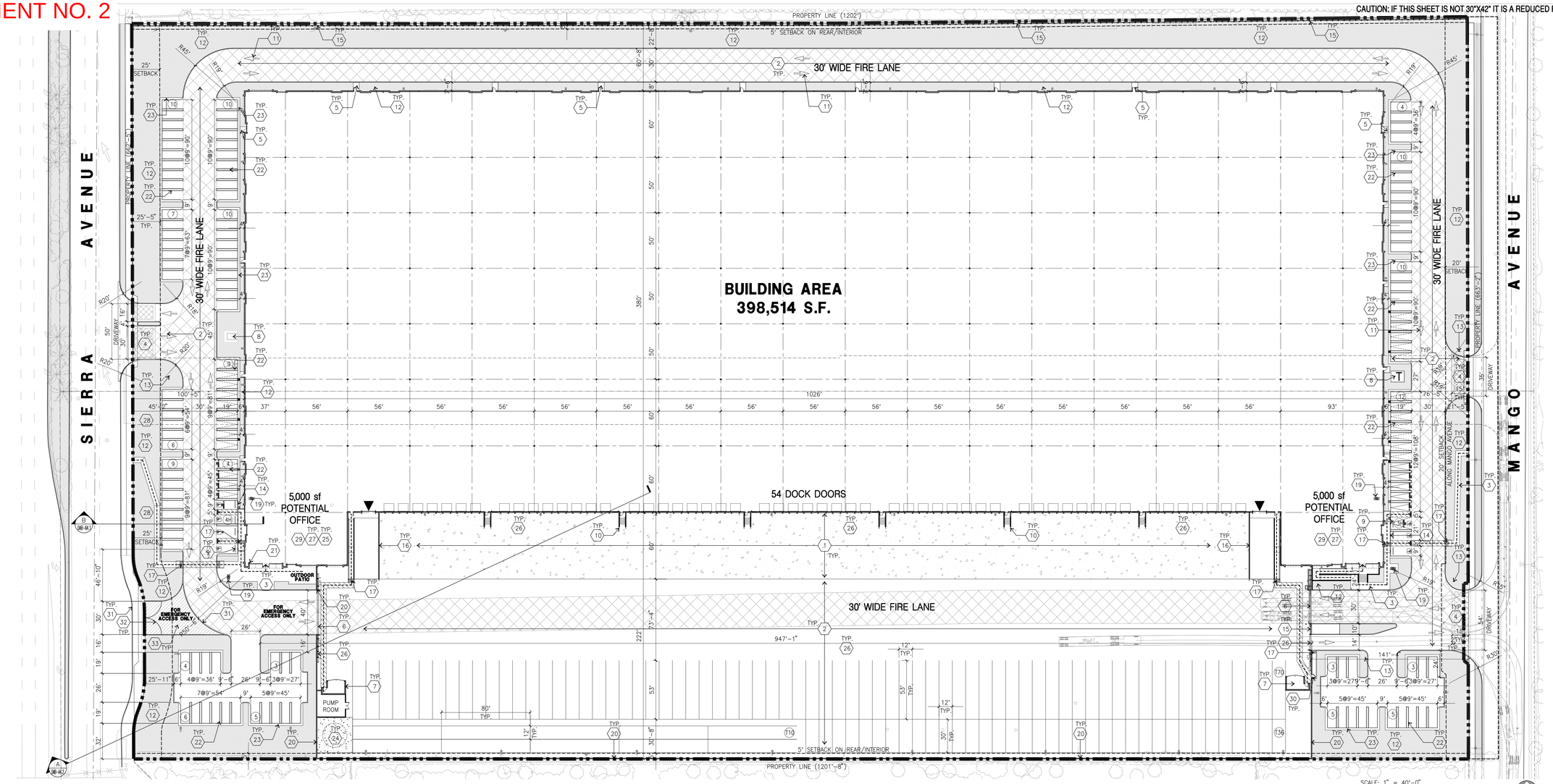
DATE: June 3, 2025

CASE: Master Case No. 22-000104
Tentative Parcel Map No. 22-000025
Design Review No. 22-000051

ATTACHMENT NO. 1

ATTACHMENT NO. 2

CAUTION: IF THIS SHEET IS NOT 30"X42" IT IS A REDUCED PRINT



OVERALL SITE PLAN

scale: 1"=40'-0" (A)

SCALE: 1" = 40'-0"

0 40' 80' 120'

TRUE NORTH

PROJECT INFORMATION

Owner / Applicant

SEEFRIED INDUSTRIAL PROPERTIES
2321 ROSECRANS AVE., SUITE 2220
EL SEGUNDO, CA 90245
PHONE: 310-56-7900
CONTACT: SCOTT IRWIN

Project Address

SIERRA AVE.
FONTANA, CA 92337

Applicant Representative

HPA, INC.
18831 BARDEEN AVE. STE 100
IRVINE, CA 92612
PHONE: 949-862-2138
CONTACT: HOONKEUN PARK

Construction Type

CONCRETE TILT-UP BUILDING

BUILDING OCCUPANCY : S-1 / B
CONSTRUCTION TYPE I III-B

Code Analysis

2022 CALIFORNIA BUILDING CODE
2022 CALIFORNIA PLUMBING CODE
2022 CALIFORNIA MECHANICAL CODE
2022 CALIFORNIA ELECTRICAL CODE
2022 CALIFORNIA FIRE CODE
2022 CALIFORNIA ENERGY CODE
2022 CALIFORNIA GREEN BUILDING STANDARDS
CITY OF FONTANA MUNICIPAL CODE

Zoning

M1 LIGHT INDUSTRIAL

APN

1119-241-10, -13,-18,-25,-26,-27

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

TRACT ONE:
PARCEL 2 OF PARCEL MAP NO. 6294, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 62 OF PARCEL MAPS, PAGE 13, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF FONTANA, A MUNICIPAL CORPORATION BY GRANT DEED RECORDED MAY 29, 2003 AS INSTRUMENT NO. 2003-0357048 OF OFFICIAL RECORDS.

TRACT TWO:
PARCEL A:
PARCEL A AS SHOWN ON CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 16-001, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 14, 2019 AS INSTRUMENT NO. 2019-0013556 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL B:
PARCEL B AS SHOWN ON CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 16-001, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 14, 2019 AS INSTRUMENT NO. 2019-0013556 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

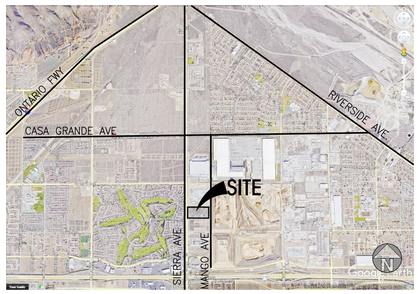
PARCEL C:
PARCEL C AS SHOWN ON CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 16-001, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 14, 2019 AS INSTRUMENT NO. 2019-0013556 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT THREE:
PARCEL 1 OF PARCEL MAP NO. 6294, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 62 OF PARCEL MAPS, PAGE 13, OF SAID COUNTY.

TRACT FOUR:
PARCEL A AS SHOWN ON CERTIFICATE OF COMPLIANCE FOR A LOT LINE ADJUSTMENT LLA NO. 09-001 AS EVIDENCED BY DOCUMENT RECORDED AUGUST 24, 2009 AS INSTRUMENT NO. 2009-0372914 AND AMENDED BY DOCUMENT RECORDED OCTOBER 6, 2009 AS INSTRUMENT NO. 2009-0439752 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL 4 OF PARCEL MAP NO. 6294, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 62, PAGE 13 OF PARCEL MAP, RECORDS OF SAID COUNTY.

VICINITY MAP



PROJECT DATA

SITE AREA		
In s.f.	797,033	sf
In acres	18.30	ac
BUILDING AREA		
SWC Office	5,000	sf
SEC Office	5,000	sf
Warehouse	388,514	sf
TOTAL	**398,514**	sf
FLOOR AREA RATIO		
Maximum Allowed	0.60	
Actual	0.500	
SITE COVERAGE		
Maximum Allowed	60%	
Actual	50.0%	
AUTO PARKING REQUIRED		
Office: (required if over 10% of G.F.A)	0	stalls
Whse: 1st 20,000 @ 1/1,000 s.f.	20	stalls
2nd 20,000 @ 1/2,000 s.f.	10	stalls
above 40,000 @ 1/5,000 s.f.	72	stalls
TOTAL	**102**	stalls
AUTO PARKING PROVIDED		
Standard (9'x 19')	104	stalls
Accessible Standard (9' x 19')	5	stalls
Accessible Van (12' x 19')	1	stalls
EV Van Accessible (12' x 19')	1	stalls
EV Standard Accessible (9' x 19')	1	stalls
EV Standard (9' x 19')	9	stalls
EV Capable (9x19')	21	stalls
TOTAL	**142**	stalls
BICYCLE RACK PROVIDED	16 total capacity	
Short term parking (5% req)	8	
Long term parking (5% req)	8	
TRAILER PARKING REQUIRED		
1 per 5,000 s.f.	80	stalls
TRAILER PARKING PROVIDED		
Trailer (12' x 53')	70	stalls
Trailer Tandem (12' x 80')	10	stalls
Tractor Trailor (12' x 30')	36	stalls
TOTAL	**116**	stalls
ZONING ORDINANCE		
Zoning Designation - Light Industrial (M-1)		
MAXIMUM BUILDING HEIGHT ALLOWED		
Height - 75'		
LANDSCAPE REQUIREMENT		
Percentage - 15% not including building		
LANDSCAPE PROVIDED		
In s.f.	83,973	sf
Percentage	21.1%	
SETBACKS		
Sierra Avenue - 25'		
Mango Ave. - 20'		
Rear/Interior - 5'; Abutting R or C-1 Zone - 10'		

SITE PLAN GENERAL NOTES

1. THE SITE PLAN BASED ON THE SOILS REPORT PREPARED BY: TBD
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE.
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. SEE "C" DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". FINISH TO BE A MEDIUM BROOM FINISH U.N.O.
11. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
12. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
13. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.
14. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.
15. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB.
16. ALL GROUND MOUNTED UTILITY STRUCTURES SUCH AS TRANSFORMERS, HVAC EQUIPMENT AND BACK FLOW PREVENTION VALVES SHALL BE LOCATED OUT OF VIEW FROM A PUBLIC STREET OR ADEQUATELY SCREENED THROUGH THE USE OF LANDSCAPING AND/OR MASONRY WALLS.
17. WAREHOUSE ELECTRICAL ROOMS ARE SUFFICIENTLY SIZED TO ACCOMMODATE THE POTENTIAL NEED FOR ADDITIONAL ELECTRICAL PANELS, EITHER A SECONDARY ELECTRICAL ROOM SHALL BE PROVIDED IN THE BUILDING, OR THE PRIMARY ELECTRICAL ROOM SHALL BE SIZED 25% LARGER THAN IS REQUIRED TO SATISFY THE SERVICE REQUIREMENTS OF THE BUILDING OR THE ELECTRICAL GEAR SHALL BE INSTALLED WITH THE INITIAL CONSTRUCTION WITH 25% EXCESS DEMAND CAPACITY.
18. ALL BUILDING ROOFS SHALL BE SOLAR-READY, WHICH INCLUDES DESIGNING AND CONSTRUCTING BUILDINGS IN A MANNER THAT FACILITATES AND OPTIMIZES THE INSTALLATION OF A ROOFTOP SOLAR PHOTOVOLTAIC (PV) SYSTEM AT SOME POINT AFTER THE BUILDING HAS BEEN CONSTRUCTED.

SITE PLAN KEYNOTES

1. HEAVY BROOM FINISH CONCRETE PAVEMENT.
2. ASPHALT CONCRETE (AC) PAVING.
3. CONCRETE WALKWAY, MEDIUM BROOM FINISH.
4. DRIVEWAY APRONS TO BE CONSTRUCTED, SEE LANDSCAPE PLAN
5. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH.
6. PROVIDE 8' HIGH METAL GATES W/ KNOX-BOX PER FIRE DEPARTMENT STANDARDS PER DRIVEWAY.
7. TRASH ENCLOSURE PER CITY STANDARD.
8. APPROXIMATE LOCATION OF TRANSFORMER.
9. PRE-CAST CONCRETE WHEEL STOP.
10. CONCRETE FILLED GUARD POST "6 DIA. U.N.O. 42" H.
11. PROVIDE ENTRANCES/EXITS AND AISLES PAINTED ARROWS ON PAVEMENT PARKING LOT PER CITY STANDARDS.
12. LANDSCAPE. ALL LANDSCAPE AREAS INDICATED BY SHADING.
13. ACCESSIBLE ENTRY SIGN./WAYFINDING ARROW SIGN.
14. ACCESSIBLE PARKING STALL SIGN.
15. 8' HIGH STEEL FENCE, SEE DETAIL P/DAB-A4.1
16. 42" HIGH CONCRETE GUARDWALL.
17. TRUNCATED DOMES.
18. EMPLOYEE BREAK PATIO AREA WITH TABLE/BENCH, TRASH BINS, SEE LANDSCAPE PLAN FOR DETAILS.
19. BICYCLE RACK.
20. 14' HIGH CONCRETE TILT-UP SCREEN WALL, SEE SHEET DAB-A1.3.
21. ROOF DRAINS TO BE ON THE INTERIOR WHEN VISIBLE FROM THE PUBLIC RIGHT OF WAY
22. DOUBLE STRIPED AUTO PARKING LINE
23. CONCRETE CURB W/ 2" OF CONCRETE STEP OUT AND OVERHANG
24. CONCRETE PAD FOR FUTURE WATER TANK OF PUMP ROOM (BEHIND THE SCREEN WALL).
25. PROVIDE LOCKER, SHOWER AND CHANGING ROOM FACILITY ACCESSIBLE FOR BOTH MEN/WOMEN FOR EMPLOYEES BICYCLING OR WALKING TO WORK.
26. PROVIDE SIGNS INDICATING A 3-MINUTE DIESEL TRUCK ENGINE IDLING RESTRICTION POSTED ON THE GATE AND DOCK AREAS.
27. THE OFFICE PORTION OF A BUILDING'S ROOFTOP THAT IS NOT COVERED WITH SOLAR PANELS OR OTHER UTILITIES SHALL BE CONSTRUCTED WITH LIGHT COLORED ROOFING MATERIAL WITH A SOLAR REFLECTIVE INDEX ("SRI") OF NOT LESS THAN 78. THIS MATERIAL SHALL BE THE MINIMUM SOLAR REFLECTIVE RATING OF THE ROOF MATERIAL FOR THE LIFE OF THE BUILDING
28. APPROXIMATE LOCATION OF FUTURE ART LOCATION. FINAL LOCATION TO BE DETERMINED AND TYPE/STYLE, ETC TO BE REVIEWED/APPROVED BY THE CITY.
29. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED ON ALL SIDES BY DECORATIVE SCREEN WALLS OF NOT LESS THAN 3 FEET IN HEIGHT.
30. 3'X7' MAN GATE WITH EMERGENCY EXIT BAR AND COMPLETE HARDWARE.
31. MOUNTABLE CURBS
32. EMERGENCY FIRE ACCESS GATE ONLY WITH KNOX BOX
33. ALTERNATIVE SURFACE FOR FIRE ACCESS

SITE LEGEND

- STANDARD PARKING STALL 9'X19'
- COMPACT PARKING STALL 8'X15'
- ACCESSIBLE PARKING STALL 9'X19'+5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE PARKING STALL 12'X19'+5' W/ ACCESSIBLE AISLE
- STANDARD ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 9'X19'+5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 12'X19'+5' W/ ACCESSIBLE AISLE
- AMBULATORY EVCS MARKING "EV CHARGING ONLY", 10'X18'
- STANDARD EVCS SIZE, 9'X19'
- EV CAPABLE SPACE WITHOUT EVSE SIZE 9'X19'
- WM WATER METER, SEE PLUMBING DRAWINGS
- LANDSCAPED AREA
- AC. PAVING - SEE "C" DRAWINGS. FOR THICKNESS
- CONCRETE PAVING SEE "C" DRWGS. FOR THICKNESS
- LANDSCAPE FINGER PER LOCAL JURISDICTION STANDARD
- PROPERTY LINE
- ACCESSIBILITY PATH OF TRAVEL 48" MIN WIDE, 5% MAX SLOPE, 2% MAX CROSS SLOPE
- 26'/28' FIRE LANE, CLEAR TO SKY
- LIGHT STANDARD
- FIRE HYDRANT APPROXIMATE LOCATION
- EXISTING PUBLIC FIRE HYDRANT APPROXIMATE LOCATION
- EV CHARGER
- EV CHARGER FOR FUTURE
- HB HOSE BIBB, SEE PLUMBING DRAWINGS

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LICENSED ARCHITECT TONG NAM C-29451 3-31-23 RENEWAL DATE STATE OF CALIFORNIA

Owner:

SEEFRIED INDUSTRIAL PROPERTIES

2321 ROSECRANS AVE
EL SEGUNDO, CA 90245

tel: (310) 536-7900

Project:

SIERRA DISTRIBUTION FACILITY

SIERRA AVE.
FONTANA, CA 92337

Consultants:

Civil:	HUITT-ZOLLARS
Structural:	-
Mechanical:	-
Plumbing:	-
Electrical:	-
Landscape:	HUNTER LANDSCAPE
Fire Protection:	-
Soils Engineer:	-

Title: Overall Site Plan

Project Number:	20533
Drawn by:	CC
Date:	07/01/22
Revision:	
2nd Submittal	01/03/23
3rd Submittal	06/16/23
4th Submittal	04/07/25

Sheet:

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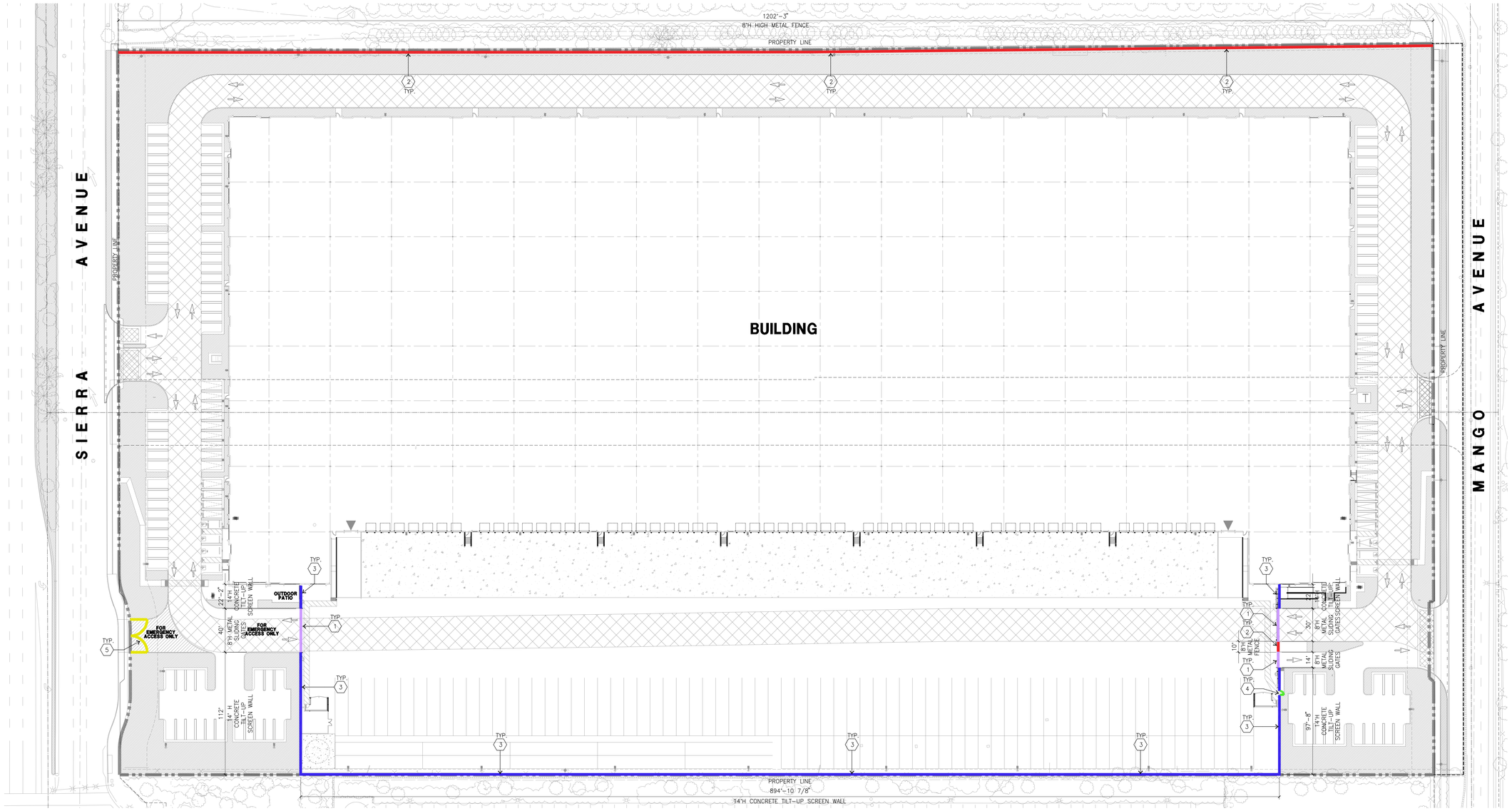

OVERALL SITE PLAN scale: 1" =40'-0" (A)

SCALE: 1" = 40'-0"

0 40' 80' 120'

TRUE NORTH

SITE PLAN KEYNOTES

1. PROVIDE 8' HIGH STEEL GATES W/ KNOX-BOX PER FIRE DEPARTMENT STANDARDS PER DRIVEWAY.
2. 8' HIGH STEEL FENCE, SEE SHEET DAB-A4.1 DETAIL "P".
3. 14' HIGH CONCRETE TILT-UP SCREEN WALL
4. 3'X7' MAN GATE WITH EMERGENCY EXIT BAR AND HARDWARE FOR COMPLETE INSTALLATION
5. EMERGENCY FIRE ACCESS GATE ONLY WITH KNOX BOX

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LICENSED ARCHITECT — LONG NAM — C-29451 — 3-31-23 RENEWAL DATE — STATE OF CALIFORNIA

Owner:

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FONTANA, CA 92337

Consultants:

Civil:	HUITT-ZOLLARS
Structural:	-
Mechanical:	-
Plumbing:	-
Electrical:	-
Landscape:	HUNTER LANDSCAPE
Fire Protection:	-
Soils Engineer:	-

Title: Fence and Gate Plan

Project Number:	20533
Drawn by:	CC
Date:	07/01/22

Revision:

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3rd Submittal	06/16/23
4th Submittal	04/07/25

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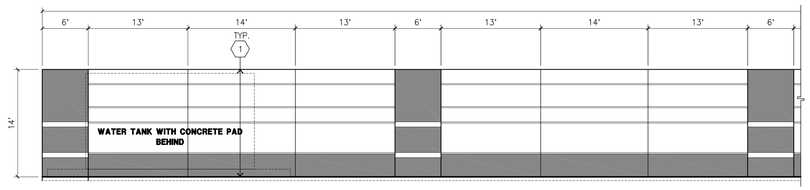
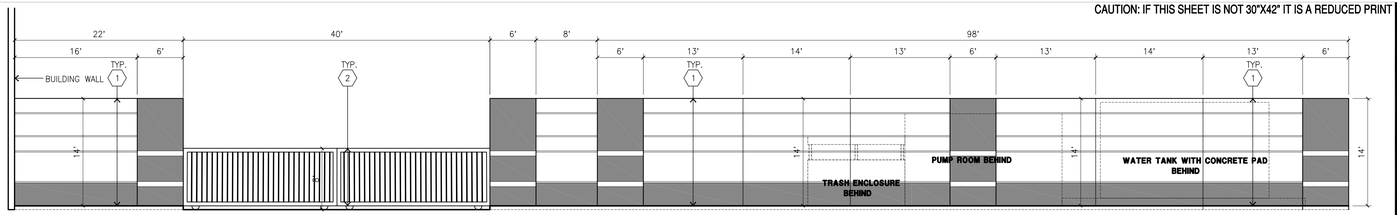


SCREEN WALL ELEVATION (B)
scale: 1/8" = 1'-0"



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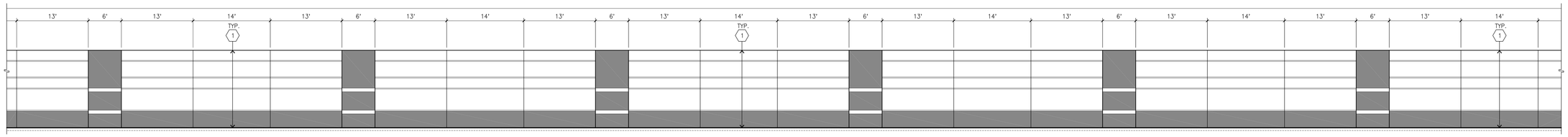
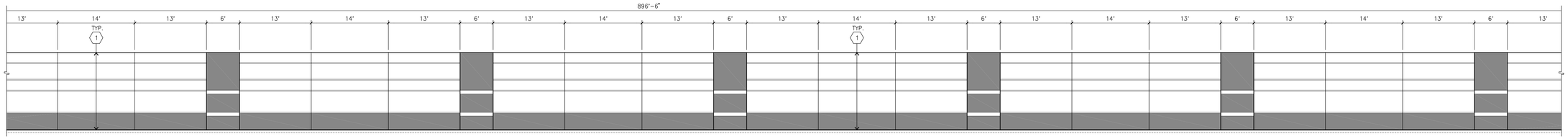
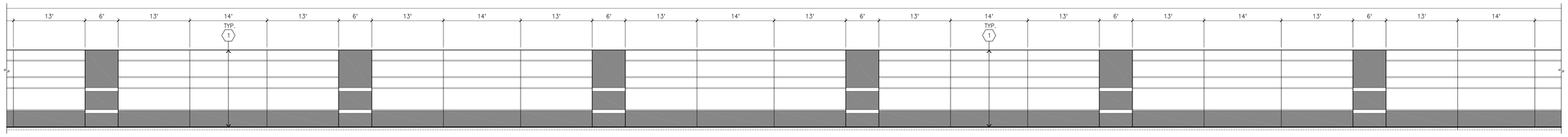


SCREEN WALL ELEVATION (CONT.) (C)
scale: 1/8" = 1'-0"



SCREEN WALL ELEVATION (CONT.) (D)
scale: 1/8" = 1'-0"



SCREEN WALL ELEVATION (CONT.) (E)
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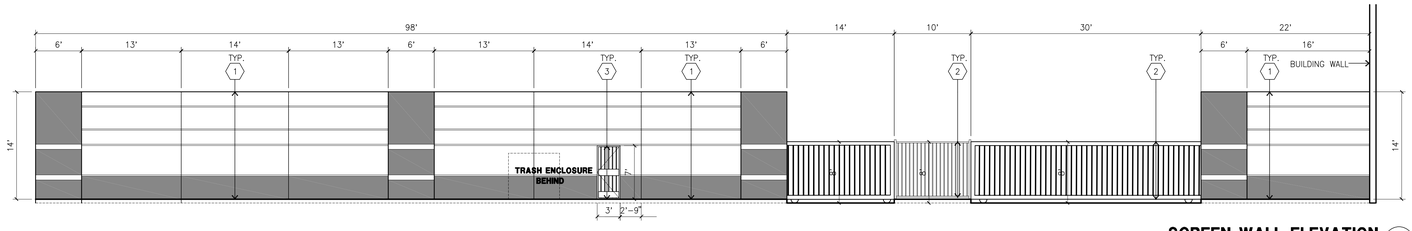
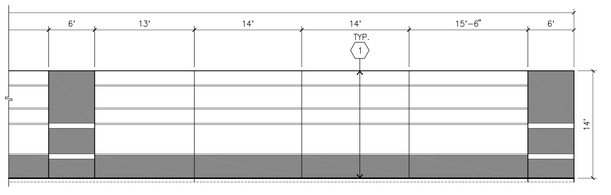


SCREEN WALL ELEVATION (G)
scale: 1/8" = 1'-0"



SCREEN WALL ELEVATION (CONT.) (F)
scale: 1/8" = 1'-0"

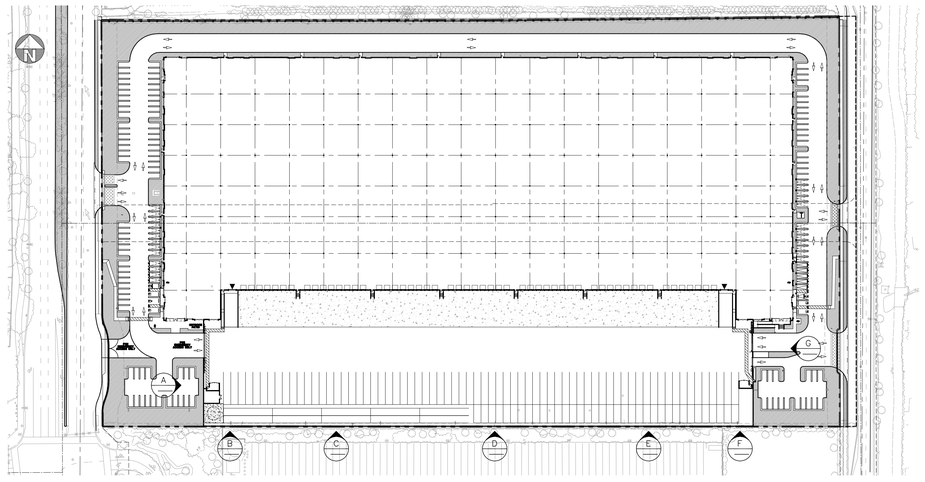
SCREEN WALL COLOR LEGEND/SCHED.

1		PAINT. COLOR : SW 7005 PURE WHITE
2		PAINT.COLOR : SW 7073 NETWORK GRAY

KEYNOTES

1. CONCRETE TILT-UP SCREEN WALL.
2. STEEL FENCE AND GATES, PAINTED BLACK.
3. 3'X7' MAN GATE WITH EMERGENCY EXIT BAR AND HARDWARE FOR COMPLETE INSTALLATION

KEYMAP



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LICENSED ARCHITECT — LONG NAM — C-29451 — 3-31-23 RENEWAL DATE — STATE OF CALIFORNIA

Owner:

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tel: (310) 536-7900

Project:

SIERRA DISTRIBUTION FACILITY

SIERRA AVE.
FONTANA, CA 92337

Consultants:

Civil:	HUITT-ZOLLARS
Structural:	-
Mechanical:	-
Plumbing:	-
Electrical:	-
Landscape:	HUNTER LANDSCAPE
Fire Protection:	-
Soils Engineer:	-

Title: Screen Wall Elevations

Project Number:	20533
Drawn by:	CC
Date:	07/01/22

Revision:

2nd Submittal	01/03/23
3rd Submittal	06/16/23
4th Submittal	04/07/25

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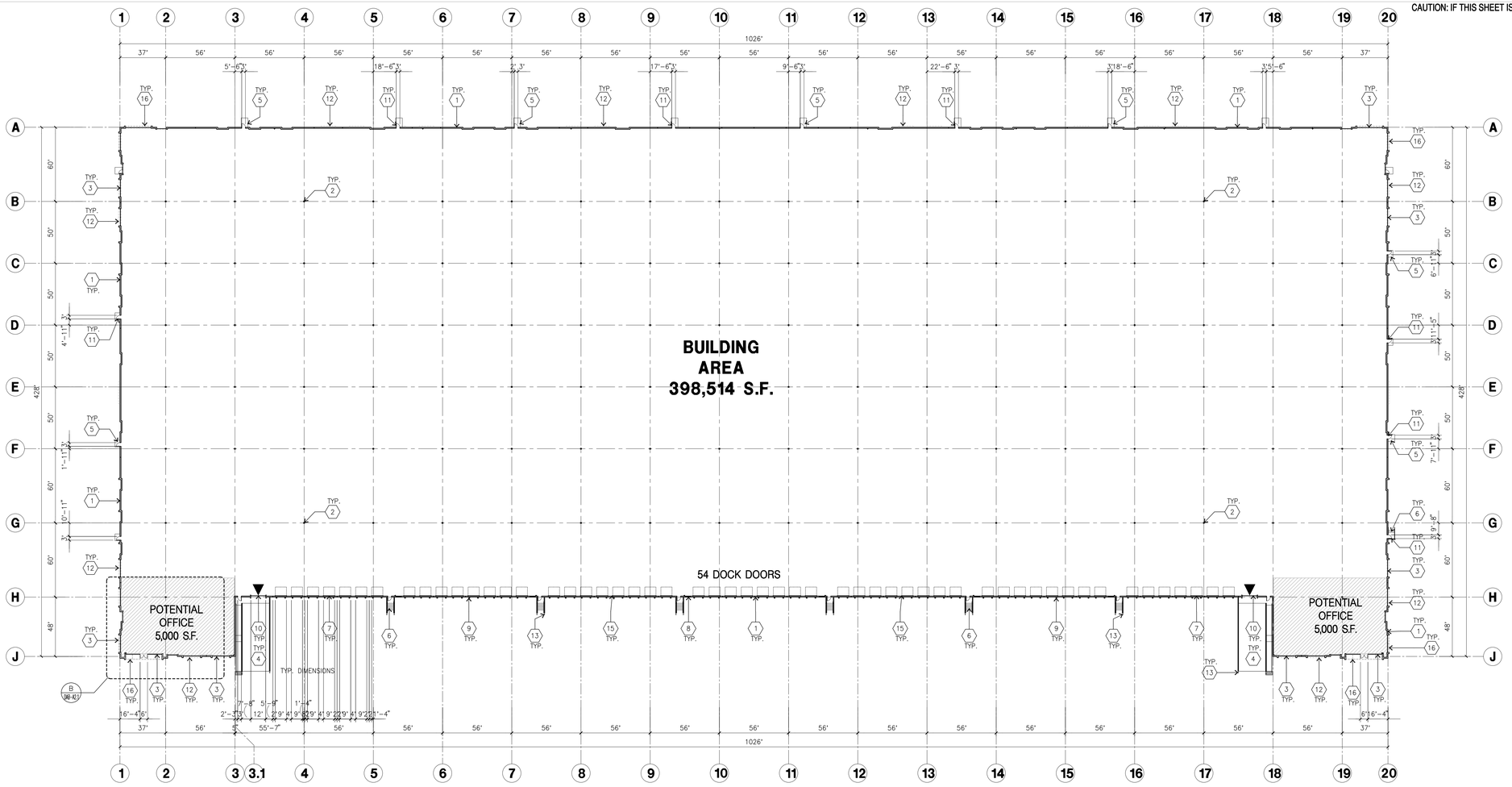
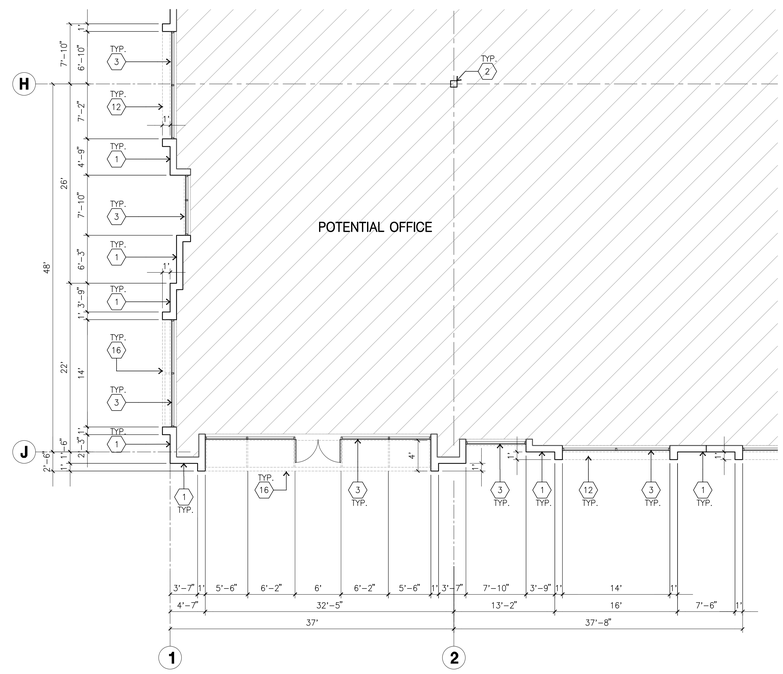


OVERALL FLOOR PLAN A
scale: 1"=40'-0"

SCALE: 1" = 40'-0"
0 40' 80' 120'
TRUE NORTH



ENLARGED FLOOR PLAN B
scale: 1/8" = 1'-0"

SCALE: 1/8" = 1'-0"
0 8' 16' 24'
TRUE NORTH

FLOOR PLAN KEYNOTES

1. CONCRETE TILT-UP PANEL.
2. STRUCTURAL STEEL COLUMN.
3. TYPICAL STOREFRONT SYSTEM WITH GLAZING. SEE OFFICE BLOW-UP AND ELEVATIONS FOR SIZE, COLOR AND LOCATIONS.
4. CONCRETE RAMP W/ 42"HIGH CONC TILT-UP GUARD WALL OR BUILDING WALL ON BOTH SIDE OF RAMP.
5. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH.
6. EXTERIOR CONCRETE STAIR.
7. 9' X 10' TRUCK DOOR, SECTIONAL O.H., STANDARD GRADE.
8. LOUVERED OPENING FOR VENTILATION.
9. DOCK DOOR BUMPER TYPICAL.
10. 12' X 14' DRIVE THRU. SECTIONAL O.H., STANDARD GRADE.
11. 3' X 7' HOLLOW METAL EXTERIOR MAN DOOR.
12. SOFFIT LINE ABOVE
13. CONC. FILLED GUARD POST. 6" DIA. U.N.O.. 42"H.
14. EXTERIOR DOWNSPOUT WITH 2 OVERFLOW SCUPPER.
15. Z GUARD.
16. METAL CANOPY ABOVE.
17. ROOF ACCESS LADDER.
18. INTERIOR LONG-TERM BIKE RACK.

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3-31-23
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STATE OF CALIFORNIA

Owner:

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tel: (310) 536-7900

Project:

SIERRA DISTRIBUTION FACILITY

SIERRA AVE.
FONTANA, CA 92337

Consultants:

Civil:	HUITT-ZOLLARS
Structural:	-
Mechanical:	-
Plumbing:	-
Electrical:	-
Landscape:	HUNTER LANDSCAPE
Fire Protection:	-
Soils Engineer:	-

Title: Overall Floor Plan

Project Number:	20533
Drawn by:	CC
Date:	07/01/22
Revision:	
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3rd Submittal	06/16/23
4th Submittal	04/07/25

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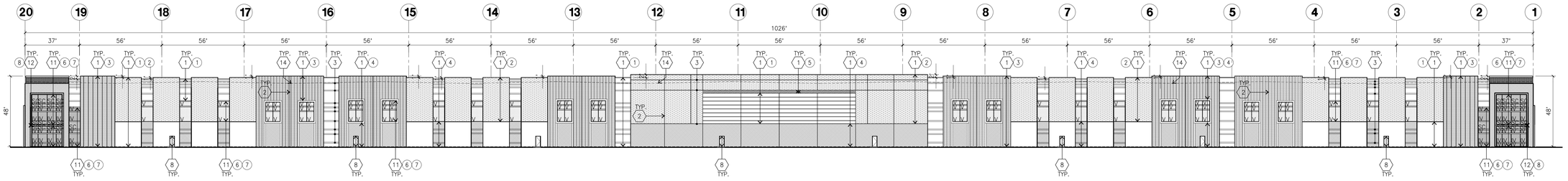
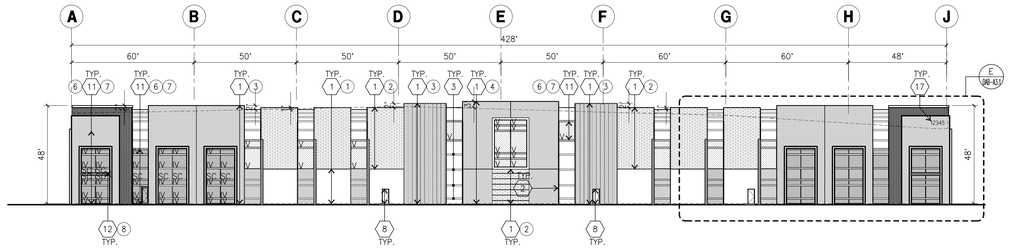
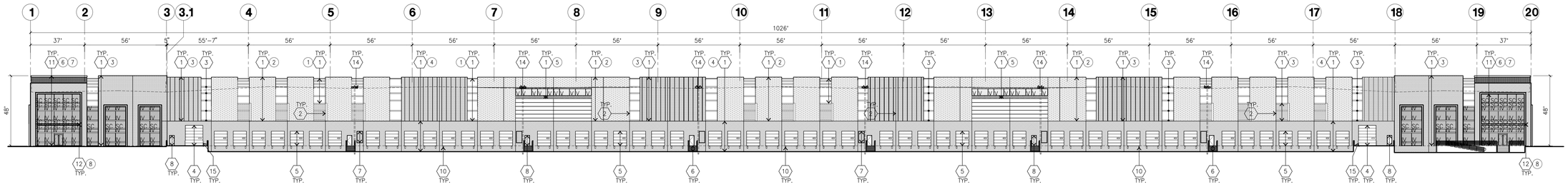


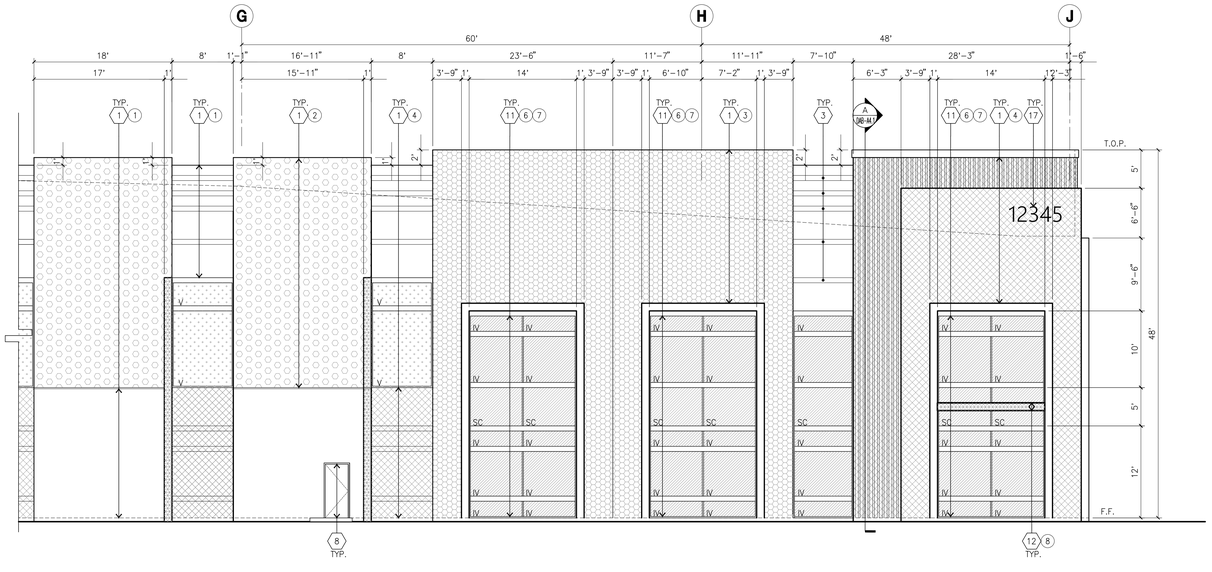
NORTH ELEVATION (A)
scale: 1" = 30'-0"



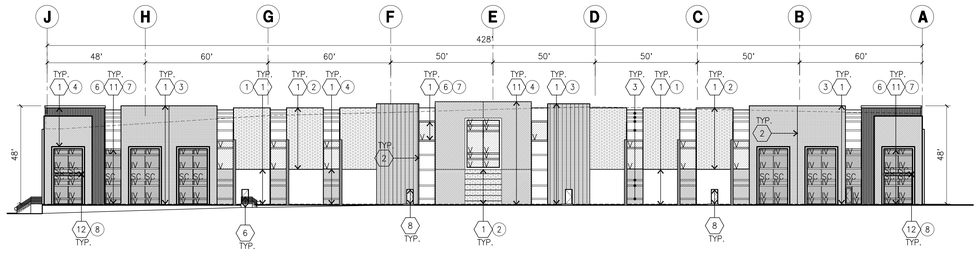
WEST ELEVATION (B)
scale: 1" = 30'-0"



SOUTH ELEVATION (C)
scale: 1" = 30'-0"



ENLARGED WEST ELEVATION (E)
scale: 1/8" = 1'-0"



EAST ELEVATION (D)
scale: 1" = 30'-0"

ELEVATION KEYNOTES

1. CONCRETE TILT-UP PANEL.
2. PANEL JOINT.
3. PANEL REVEAL. ALL REVEALS TO HAVE A MAX. OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR. U.N.O.
4. 12' X 14' OVERHEAD DOOR @ DRIVE THRU. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
5. 9' X 10' OVERHEAD DOOR @ DRIVE THRU. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
6. CONCRETE STAIR, LANDING AND GUARDRAIL W/ METAL PIPE HANDRAIL. PROVIDE NON SKID NOSING TO MEET ADA REQUIREMENTS. PROVIDE CONTRASTING COLORED 3" WIDE WARNING STRIPE INTEGRAL TO CONCRETE AT TOP LANDING AND BOTTOM TREAD PER ADA REQUIREMENTS.
7. 4' X 8' METAL LOUVER OPENING FOR VENTILATION. PAINT TO MATCH BUILDING COLOR.
8. HOLLOW METAL DOORS. PROVIDE COMPLETE WEATHER STRIPING ALL AROUND DOOR.
9. EXTERIOR DOWN SPOUTS W/ 2 OVERFLOW SCUPPERS.
10. DOCK DOOR BUMPER TYPICAL.
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING AT ALL DOORS, SIDELITES ADJACENT TO DOORS AND GLAZING WITH BOTTOMS LESS THAN 18" ABOVE FINISH FLOOR ELEVATION.
12. METAL CANOPY.
13. KNOCK OUT PANEL.
14. INTERIOR ROOF DRAIN W/ 2 OVERFLOW SCUPPERS.
15. CONC. FILLED GUARD POST. 6" DIA. U.N.O.. 42"H.
16. EMPLOYEE PATIO AREA. WOOD GRAINED CONCRETE WALL WITH WOOD FENCE.
17. ILLUMINATED BUILDING ADDRESS PER FIRE DEPT. REQUIREMENTS. 24"H. X 2" THICK HIGH DENSITY FOAM "HELVATIC BOLD LETTER W/ 1/2" CAST ALUMINUM FACES EPOXY TO WALL. COLOR TO BE SELECTED BY ARCHITECT.

ELEVATION COLOR LEGEND/SCHED.

1. PAINT. COLOR : SW 7005 PURE WHITE
2. PAINT. COLOR : SW 7071 GRAY SCREEN
3. PAINT. COLOR : SW 7072 ONLINE
4. PAINT. COLOR : SW 7073 NETWORK GRAY
5. PAINT. COLOR : SW ____
6. MULLIONS COLOR : CLEAR ANODIZED
7. GLAZING COLOR : BLUE REFLECTIVE
8. METAL CANOPY COLOR : SHERWIN WILLIAMS METALLICS SW 7642 PAVERSTONE (CLEAR COAT)
9. MANDOOR COLOR : MATCH TO FIELD COLOR

GLAZING LEGEND

NOTE: ALL EXTERIOR AND INTERIOR GLAZING SHALL BE TEMPERED.

IV. INSULATED VISION GLASS

SC. SPANDREL GLASS WITH CONCRETE BEHIND

V. SINGLE LITE VISION GLASS

IV : INSULATED VISION GLASS
1/4" **VISTACOOL PACIFICA** + 1/4" **SOLARBAN 60** CLEAR
1" INSULATED GLASS UNIT WITH 1/2" AIRSPACE AND 1/4" LITES
U: **0.27** SHGC: **0.21** VLT: **26%**
MINIMUM VT TO BE 0.42 PER 2019 CEC TABLE 140.3-B

SC : SPANDREL WITH CONCRETE BEHIND
1/4" **VISTACOOL PACIFICA** WITH **HARMONY BLUE** OPACICOAT PAINTED ON REFLECTIVE. INSTALLED ON CONCRETE.

V : VISION GLASS
1/4" **VISTACOOL PACIFICA**

MULLIONS : **ANODIZED CLEAR.**

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Structural:	-
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Plumbing:	-
Electrical:	-
Landscape:	HUNTER LANDSCAPE
Fire Protection:	-
Soils Engineer:	-

Title: Elevations

Project Number:	20533
Drawn by:	CC
Date:	07/01/22

Revision:

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DAB-A3.1

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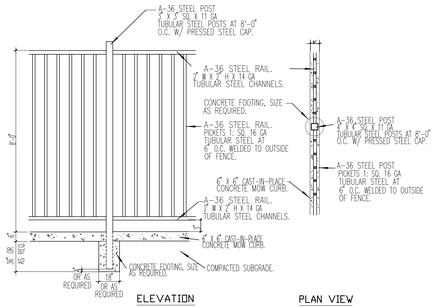
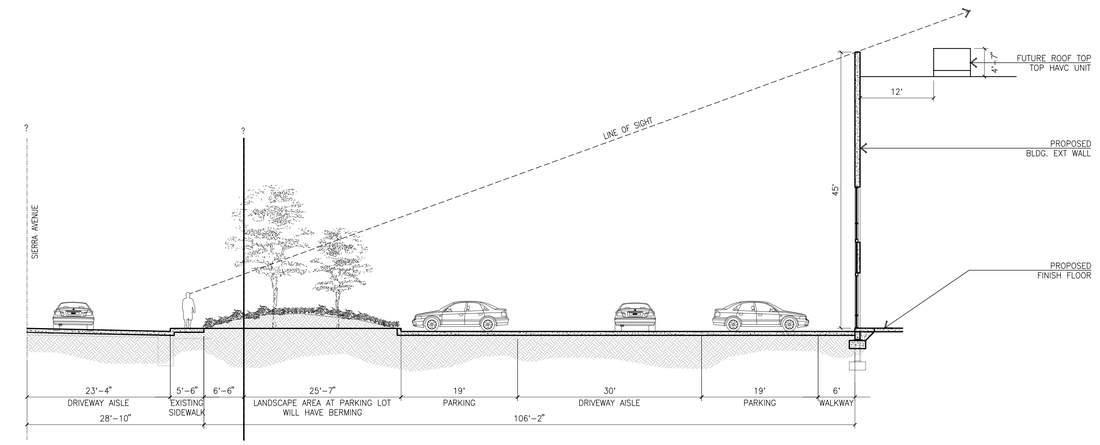


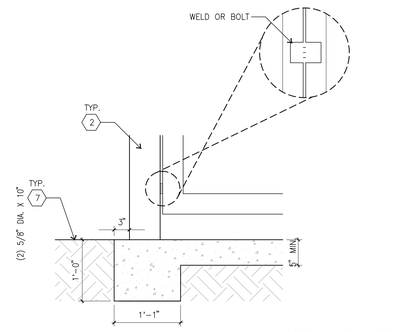
ELEVATION PLAN VIEW

NOTES:
1. ALL TERMINAL POSTS TO BE 3"W X 3"D X 11GA STEEL TUBES W/ PRESSED STEEL CAP.
2. ALL FENCE COMPONENTS TO BE PRIMED AND POWDER COATED TO MATCH BLDG.
3. CONCRETE MOW CURB IS REQUIRED WHEN FENCE IS ADJACENT TO TURF AREAS ONLY. ALL OTHER PLANTER AREAS ADJACENT TO FENCE WILL NOT HAVE MOW CURB.
4. SAND AND GRIND ALL WELDS SMOOTH.

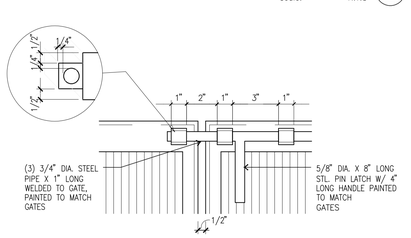
STEEL FENCE P
scale: N.T.S



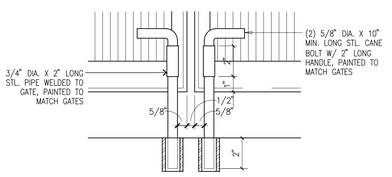
SITE SECTION B
scale: 1/10" = 1'-0"



WALL FOOTING L
scale: N.T.S

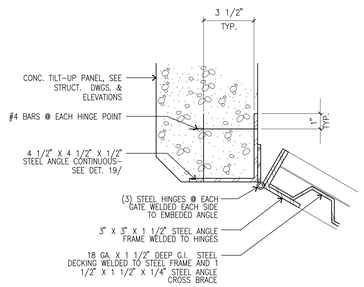


LATCH DETAIL



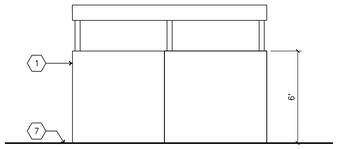
CANE BOLT DETAIL

TRASH ENCLOSURE GATE LATCHES M
scale: 3" = 1'-0"

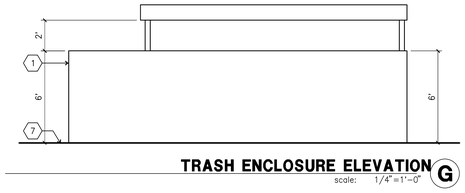


NOTES:
1. PAINT ALL METAL TO MATCH ENCLOSURE PER SPECIFICATIONS. UNLESS OTHERWISE NOTED ON ELEVATIONS

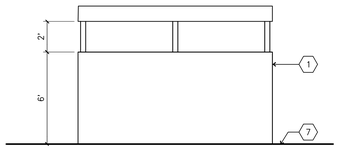
TRASH ENCLOSURE GATE AND HINGE N
scale: 3" = 1'-0"



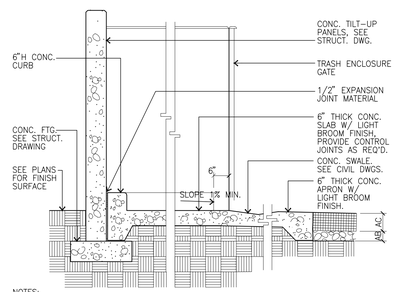
TRASH ENCLOSURE ELEVATION F
scale: 1/4"=1'-0"



TRASH ENCLOSURE ELEVATION G
scale: 1/4"=1'-0"

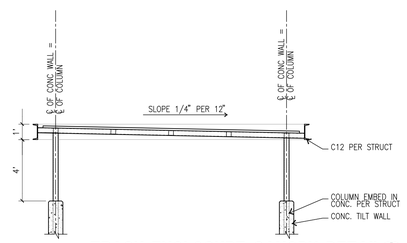


TRASH ENCLOSURE ELEVATION H
scale: 1/4"=1'-0"

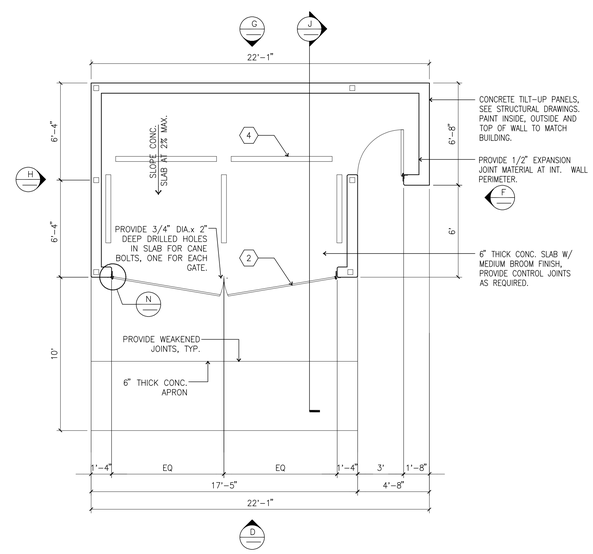


NOTES:
1. SEE SOILS REPORT FOR BELOW SLAB PREPARATIONS AND STEEL REINFORCEMENT RECOMMENDATIONS.

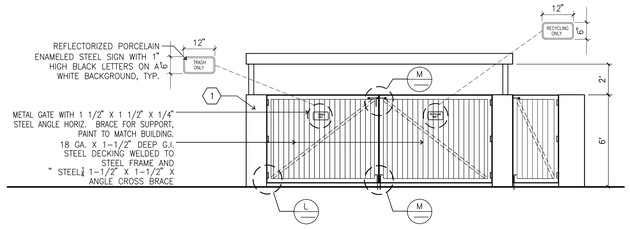
TRASH ENCLOSURE SECTION J
scale: 1/4"=1'-0"



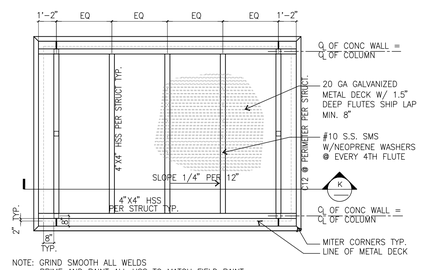
TRASH ENCLOSURE CANOPY DETAIL K
scale: 1/4"=1'-0"



TRASH ENCLOSURE PLAN C
scale: 1/4"=1'-0"

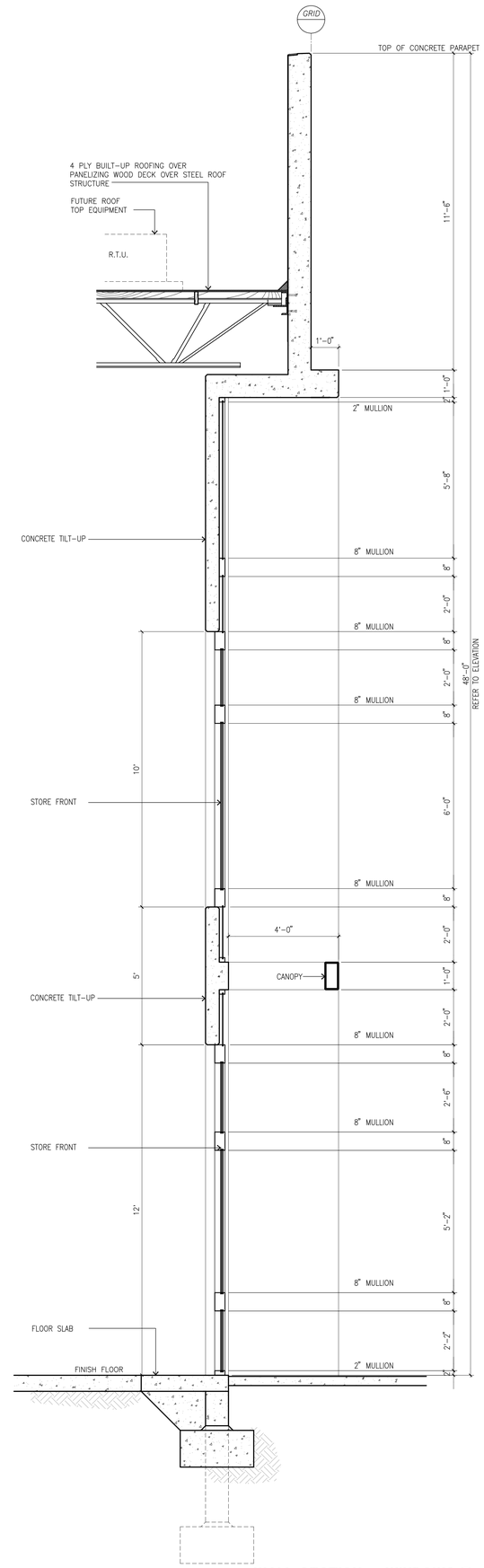


TRASH ENCLOSURE ELEVATION D
scale: 1/4"=1'-0"



NOTE: GRIND SMOOTH ALL WELDS
PRIME AND PAINT ALL HSS TO MATCH FIELD PAINT

TRASH ENCLOSURE ROOF PLAN E
scale: 1/4"=1'-0"



WALL SECTION @ WINDOWS A
scale: 1/2"=1'-0"

HPA architecture 43 Years

hpa, inc.
18831 bardeen avenue, - ste. #100
irvine, ca
92612
tel: 949-863-1770
fax: 949-863-0851
email: hpa@hparchs.com

LICENSED ARCHITECT — YONG NAM — C-29451 — 3-31-23 RENEWAL DATE — STATE OF CALIFORNIA

Owner:

SEEFRIED INDUSTRIAL PROPERTIES

2321 ROSECRANS AVE
EL SEGUNDO, CA 90245

tel: (310) 536-7900

Project:

SIERRA DISTRIBUTION FACILITY

SIERRA AVE.
FONTANA, CA 92337

Consultants:

Civil:	HUITT-ZOLLARS
Structural:	-
Mechanical:	-
Plumbing:	-
Electrical:	-
Landscape:	HUNTER LANDSCAPE
Fire Protection:	-
Soils Engineer:	-

Title: Section

Project Number:	20533
Drawn by:	CC
Date:	07/01/22
Revision:	
2nd Submittal	01/03/23
3rd Submittal	06/16/23
4th Submittal	04/07/25

Sheet:

DAB-A4.1

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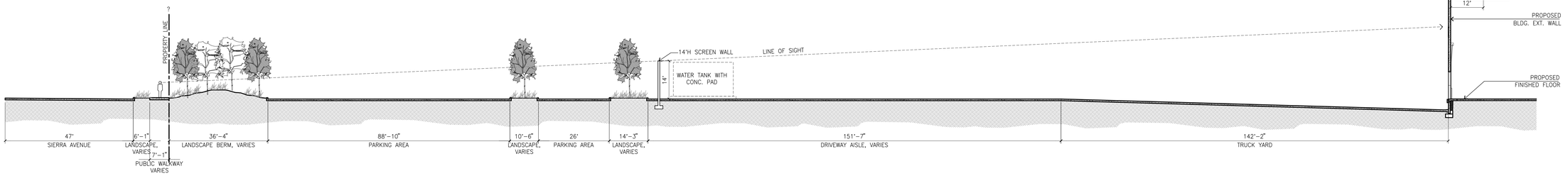

SITE SECTION (A)
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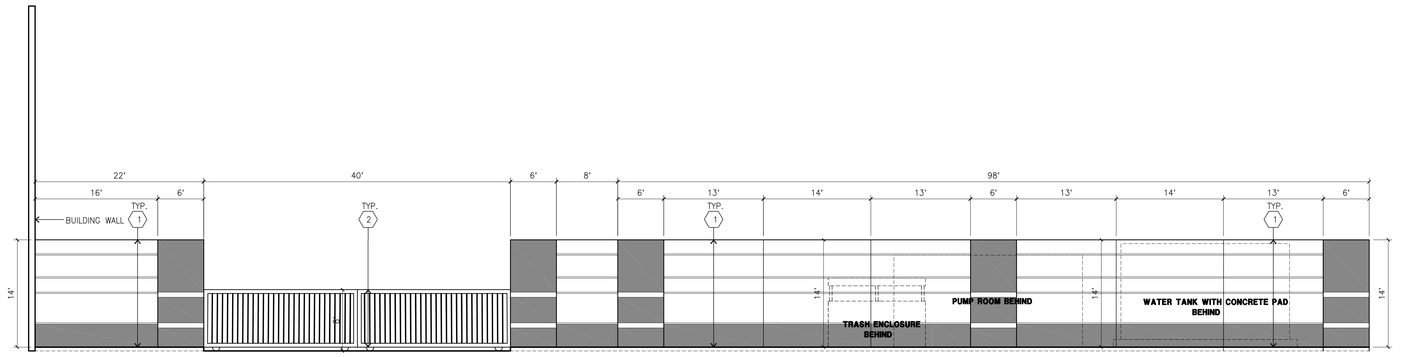
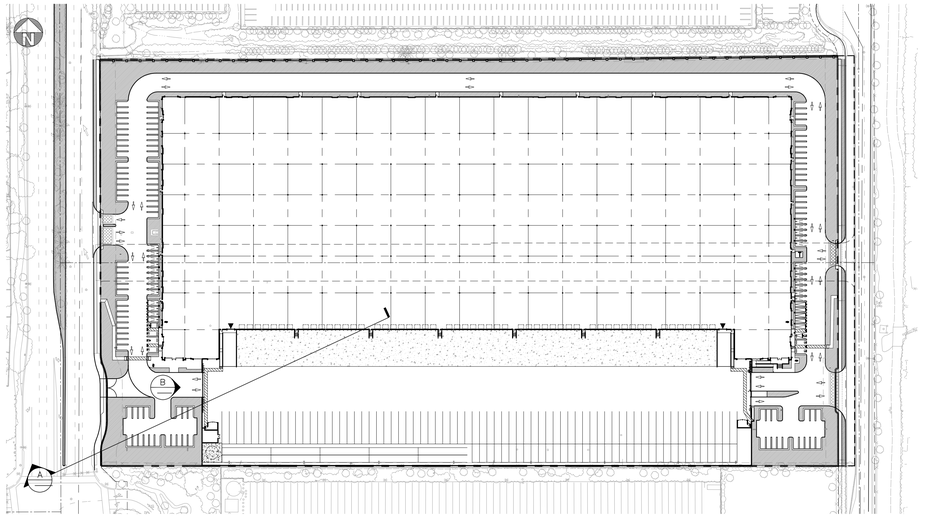


SCREENWALL ELEVATION (B)
scale: 1/8" = 1'-0"

KEYMAP



hpa, inc.
18831 bardeen avenue, - ste. #100
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tel: 949-863-1770
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LICENSED ARCHITECT
YONG NAM
C-29451
3-31-23
RENEWAL DATE
STATE OF CALIFORNIA

Owner:

SEEFRIED INDUSTRIAL PROPERTIES

2321 ROSECRANS AVE
EL SEGUNDO, CA 90245

tel: (310) 536-7900

Project:

SIERRA DISTRIBUTION FACILITY

SIERRA AVE.
FONTANA, CA 92337

Consultants:

Civil:	HUITT-ZOLLARS
Structural:	-
Mechanical:	-
Plumbing:	-
Electrical:	-
Landscape:	HUNTER LANDSCAPE
Fire Protection:	-
Soils Engineer:	-

Title: Site Section

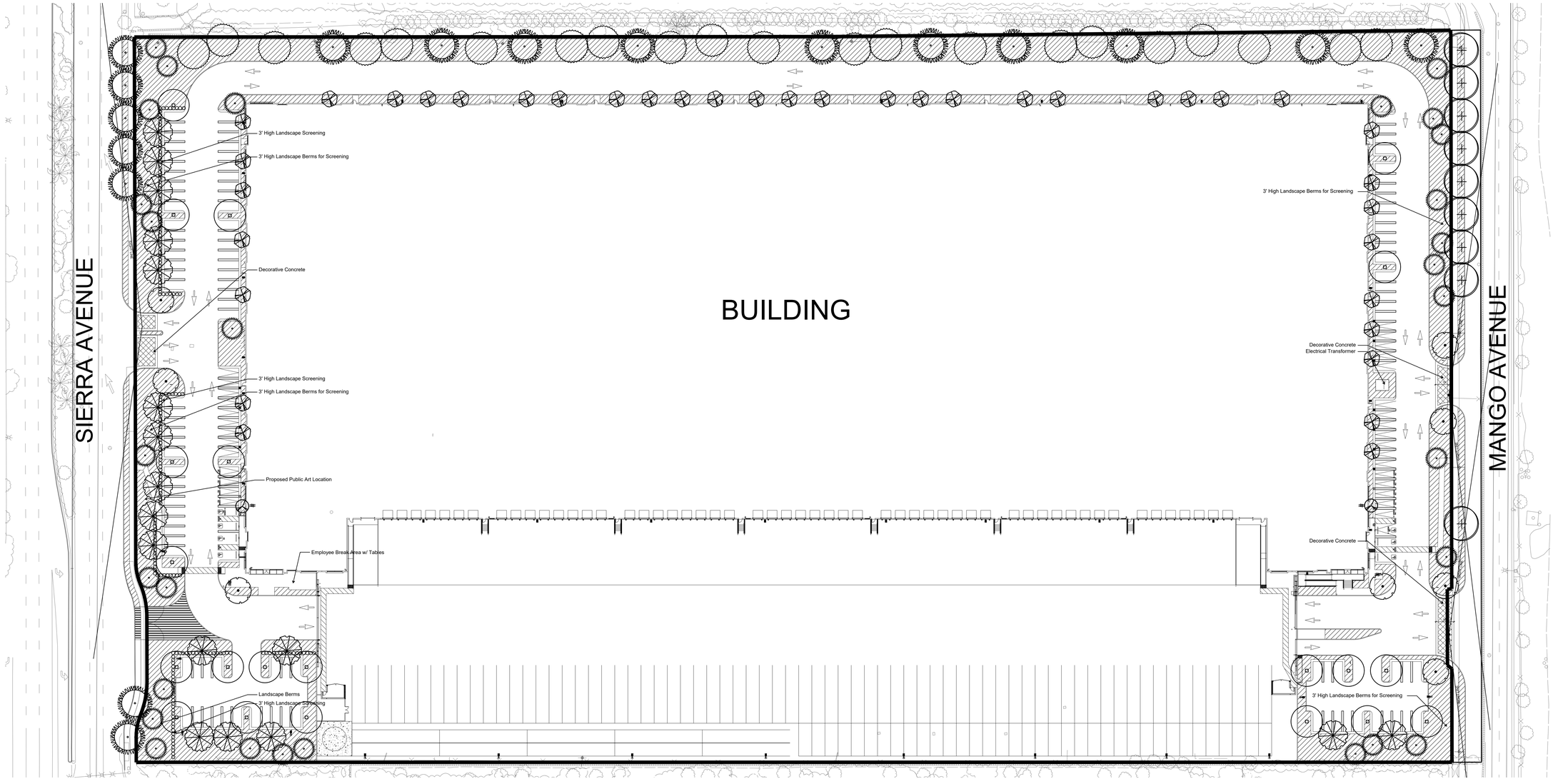
Project Number:	20533
Drawn by:	CC
Date:	07/01/22

Revision:

2nd Submittal	01/03/23
3rd Submittal	06/16/23
4th Submittal	04/07/25

Sheet:

DAB-A4.2



PLANTING LEGEND

TREES

SYMBOL	BOTANICAL/COMMON NAME	SIZE	QTY	WUCOLS	REMARKS
	Chilopsis linearis Desert Willow	36" Box 24" Box	5 24	L	Multi
	Chitalpa tashkentensis Chitalpa	24" Box	17	L	Standard
	Lagerstroemia i 'Muskogee' Crape Myrtle	24" Box	2	M	Multi
	Olea europaea Olive	48" Box	8	L	Multi
	Pinus eldarica Afghan Pine	24" Box	21	L	Standard
	Pistacia chinensis Chinese Pistache	36" Box	9	L	Street Tree Standard
	Platanus acerifolia London Plane	36" Box 24" Box	7 10	M	Street Tree Standard
	Rhus lancea African Sumac	24" Box	21	L	Standard
	Tristania conferta Brisbane Box	24" Box	38	M	Standard

SHRUBS

SYMBOL	BOTANICAL/COMMON NAME	SIZE		WUCOLS	REMARKS
	Baccharis p. 'Centennial' Coyote Bush	5 Gal		L	
	Dietes bicolor Fortnight Lily	5 Gal		M	
	Leucophyllum frutiscens Texas Ranger	5 Gal		L	
	Ligustrum j. Texanum Texas Privet	5 Gal		M	
	Muhlenbergia rigens Deer Grass	5 Gal		M	
	Salvia c. 'Allen Chickering' Allen Chickering Sage	5 Gal		L	
	Salvia greggii Autumn Sage	5 Gal		L	
	Westringia fruticosa Coast Rosemary	5 Gal		L	
	Westringia f. 'Grey Box Dwarf Coast Rosemary	5 Gal		L	

ACCENTS

SYMBOL	BOTANICAL/COMMON NAME	SIZE		WUCOLS	REMARKS
	Aloe striata Coral Aloe	1 Gal		L	
	Dasylerion wheeleri Desert Spoon	5 Gal		L	
	Hesperaloe parviflora Red Yucca	5 Gal		L	

GROUNDCOVER

SYMBOL	BOTANICAL/COMMON NAME	SIZE	SPACING	WUCOLS	REMARKS
	Lonicera j. 'Halliana' Hall's Honeysuckle	1 Gal	48" O.C.	L	
	Rosmarinus o. 'Huntington Carpet' Prostrate Rosemary	1 Gal	48" O.C.	L	

Note: Groundcover to be planted at a space equal to 80% of maximum groth rate for each species per Sunset Western Garden Book

80,668 sf total landscape area, total site area minus building sf = 398,519 sf, 15% required, 20% provided.
14,000 sf total parking lot landscape area
Trees required 1:600 - 134 trees required, 165 trees provided
10% trees 36" or larger - 17% Provided
90% trees 24" or larger - 83% Provided
Parking lot trees spaced to shade 35% within 15 years

DECORATIVE CONCRETE -FIELD TO BE NATURAL COLOR WITH MEDIUM BROOM FINISH AND 6'X6' SAWCUT JOINTS @ 45° SURROUNDED BY A 2' WIDE CONCRETE BAND WITH SMOOTH TROWEL FINISH.

NOTES:

1. ALL TREES WITHIN 5' OF HARDSCAPE SHALL BE IN A LINEAR ROOT BARRIER.
2. CONTRACTOR TO INSTALL CONCRETE MOW CURB BETWEEN PLANTERS AND GRAVEL AREAS. SEE PLANTING DETAIL SHEET.
3. A MINIMUM 3-INCH LAYER OF MULCH SHALL BE APPLIED ON ALL EXPOSED SOIL SURFACES OF PLANTING AREAS EXCEPT TURF AREAS, CREEPING OR ROOTING GROUNDCOVERS, OR DIRECT SEEDING APPLICATIONS WHERE MULCH IS CONTRAINDICATED.
4. ALL ABOVE GROUND EQUIPMENT TO BE SCREEN WITH 3' HIGH SHRUBS.
5. ALL PLANTING AREAS TO BE FULLY AUTOMATICALLY IRRIGATED.
6. REQUIRED ONE TREE/600SF, 50% PERCENT 24-INCH BOX AND 10% 36-INCH BOX OR LARGER.
7. BERMING SHALL BE PROVIDED, MOUNDED TO AN AVERAGE HEIGHT OF THE THREE FEET ABOVE THE CURB HEIGHT.

N

0 20' 40' 80'

Sierra Ave and Windflower

22-083
07.01.22 06.08.23 10.17.23
12.20.22 07.25.23
02.22.23 09.27.23

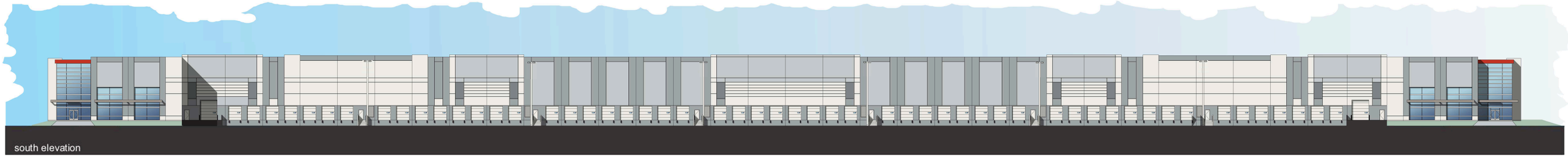
Seefried Industrial Partners

Fontana, California

HUNTER LANDSCAPE
711 FEE ANA STREET PLACENTIA, CA 92870
714.986.2400 FAX 714.986.2408

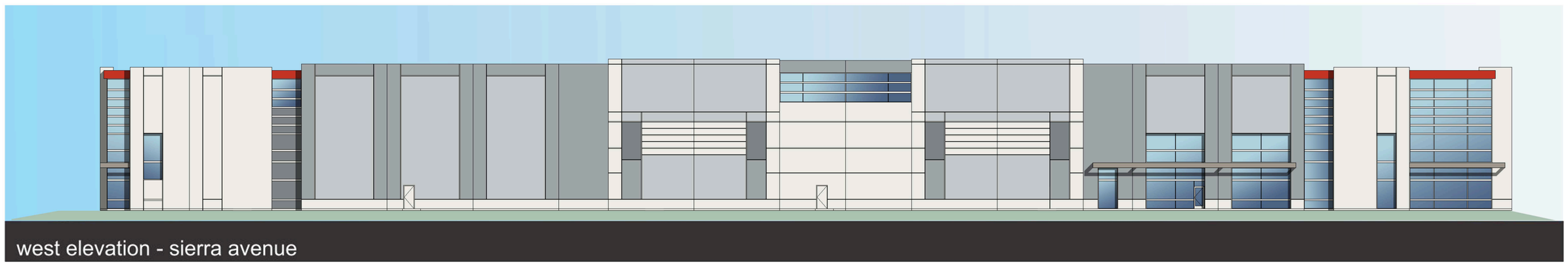
north elevation

west elevation - sierra avenue



south elevation

east elevation - mango avenue



west elevation - sierra avenue

JOB NO. 20533.00

HPA architecture

06.30.2022.

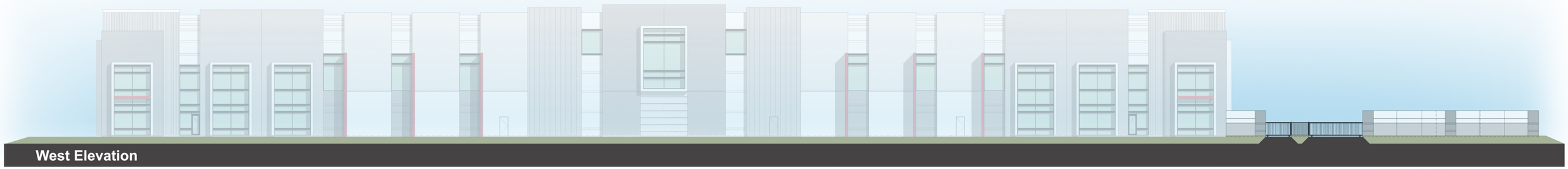
CONCEPTUAL BUILDING ELEVATIONS - 40' CLEAR

SIERRA AVE. & WINDFLOWER AVE.

FONTANA, CA

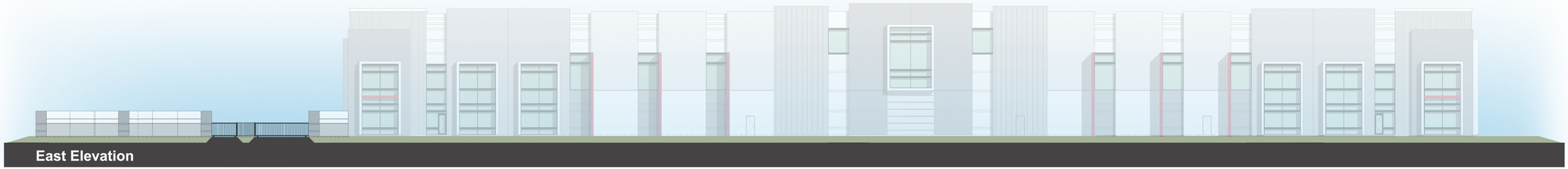
SEEFRIED INDUSTRIAL PROPERTIES

North Elevation



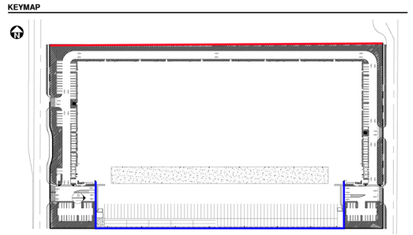
West Elevation

South Elevation



East Elevation

KEYMAP



LEGEND:

- 8’ High Metal Fence
- 14’ High Concrete Tilt-up Screen Wall

Conceptual Colored Screenwall & Tube Steel Fence Elevations

SIERRA DISTRIBUTION FACILITY

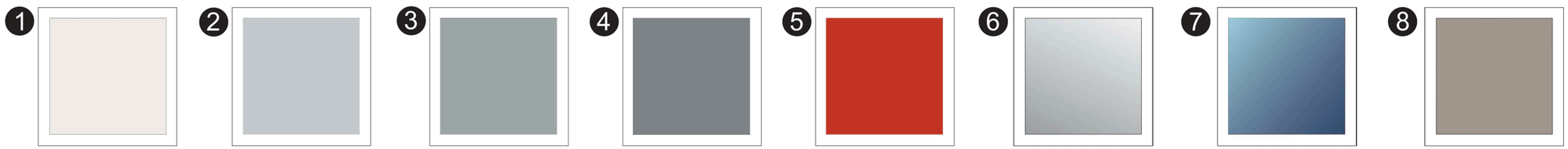
Fontana, California | #20533 | 10.02. 2023

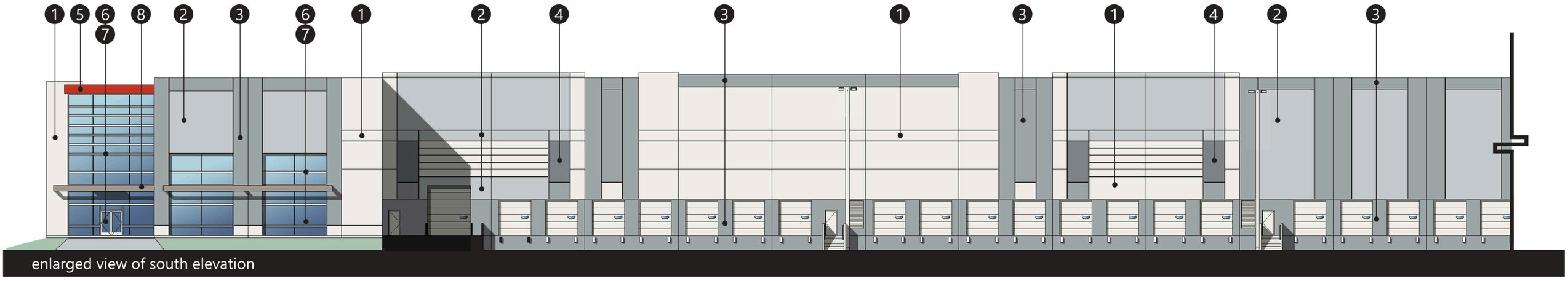
HPA architecture 43 Years

SEEFRIED INDUSTRIAL PROPERTIES

west elevation - sierra avenue

south elevation





enlarged view of south elevation

549

JOB NO. 20533.00

HPA architecture

06.30.2022.

CONCEPTUAL BUILDING ELEVATIONS & MATERIAL BOARD

SIERRA AVE. & WINDFLOWER AVE.

FONTANA, CA

SEEFRIED INDUSTRIAL PROPERTIES

TENTATIVE PARCEL MAP NO. 20611

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

HUITT–ZOLLARS

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

TRACT ONE:
PARCEL 2 OF PARCEL MAP NO. 6294, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 62 OF PARCEL MAPS, PAGE 13, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF FONTANA, A MUNICIPAL CORPORATION BY GRANT DEED RECORDED MAY 29, 2003 AS INSTRUMENT NO. 2003–0357048 OF OFFICIAL RECORDS.

TRACT TWO:
PARCEL A:
PARCEL A AS SHOWN ON CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 16–001, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 14, 2019 AS INSTRUMENT NO. 2019–0013556 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 12724, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS RECORDED IN BOOK 163 OF PARCEL MAPS, PAGE 21, RECORDS OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE NORTH 89°39'55" EAST ALONG SAID SOUTH LINE, 302.00 FEET TO THE NORTHEAST CORNER OF PARCEL 1; THENCE NORTH 00°27'06" WEST ALONG THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID PARCEL 1, 2.88 FEET; THENCE SOUTH 89°06'56" WEST, 302.01 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM OIL AND MINERAL RIGHTS AS RESERVED IN THE DEED FROM VIRG & CO., A PARTNERSHIP, RECORDED JULY 2, 1987, AS INSTRUMENT NO. 1987–0226223, OFFICIAL RECORDS.

PARCEL B:
PARCEL B AS SHOWN ON CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 16–001, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 14, 2019 AS INSTRUMENT NO. 2019–0013556 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP NO. 12724, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS RECORDED IN BOOK 163 OF PARCEL MAPS, PAGE 21, RECORDS OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE NORTH 89°39'55" EAST ALONG SAID SOUTH LINE, 146.70 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE NORTH 00°27'06" WEST ALONG THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID PARCEL 2, 4.29 FEET; THENCE SOUTH 89°06'56" WEST, 146.70 FEET TO THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID PARCEL 2; THENCE SOUTH 00° 27'06" EAST ALONG SAID PROLONGATION, 2.88 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM OIL AND MINERAL RIGHTS AS RESERVED IN THE DEED FROM VIRG & CO., A PARTNERSHIP, RECORDED JULY 2, 1987, AS INSTRUMENT NO. 1987–0226223, OFFICIAL RECORDS.

PARCEL C:
PARCEL C AS SHOWN ON CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 16–001, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 14, 2019 AS INSTRUMENT NO. 2019–0013556 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 3 OF PARCEL MAP NO. 12724, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS RECORDED IN BOOK 163 OF PARCEL MAPS, PAGE 21, RECORDS OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID PARCEL 3; THENCE NORTH 89°39'55" EAST ALONG SAID SOUTH LINE, 144.70 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE NORTH 00° 22'43" WEST ALONG THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID PARCEL 3, 5.70 FEET; THENCE SOUTH 89°06'56" WEST, 144.71 FEET TO THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID PARCEL 3; THENCE SOUTH 00°27'06" EAST ALONG SAID PROLONGATION, 4.29 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM OIL AND MINERAL RIGHTS AS RESERVED IN THE DEED FROM VIRG & CO., A PARTNERSHIP, RECORDED JULY 2, 1987, AS INSTRUMENT NO. 1987–0226223, OFFICIAL RECORDS.

TRACT THREE:
PARCEL 1 OF PARCEL MAP NO. 6294, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 62 OF PARCEL MAPS, PAGE 13, OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 00°27'22" WEST 281.15 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 72°32'33" AN ARC LENGTH OF 25.32 FEET TO A POINT IN A LINE PARALLEL WITH AND 66.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SIERRA AVENUE, AS SHOWN ON SAID PARCEL MAP; THENCE ALONG SAID PARALLEL LINE, SOUTH 00°27'22" EAST 117.02 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 53.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°37'12" AN ARC LENGTH OF 20.92 FEET TO A POINT OF REVERSE WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 77.00 FEET; A RADIAL LINE THROUGH SAID POINT OF REVERSE BEARS SOUTH 65°55'26" WEST; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°37'12" AN ARC LENGTH OF 30.40 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL WITH AND 24.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID WESTERLY LINE OF PARCEL 1; THENCE ALONG LAST–MENTIONED PARALLEL LINE, SOUTH 00°27'22" EAST 60.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 77.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°37'12" AN ARC LENGTH OF 30.40 FEET TO A POINT OF REVERSE WITH A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 53.00 FEET; A RADIAL LINE THROUGH SAID POINT OF REVERSE BEARS SOUTH 67°50'10" EAST; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°37'12" AN ARC LENGTH OF 20.92 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL WITH AND 66.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF SIERRA AVENUE; THENCE ALONG SAID PARALLEL LINE, SOUTH 00°27'22" EAST 23.24 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 1; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89°42'11" WEST 14.00 FEET TO THE POINT OF BEGINNING BY DEED RECORDED JULY 3, 2003 AS INSTRUMENT NO. 2003–0489267 OF SAID COUNTY.

TRACT FOUR:
PARCEL A AS SHOWN ON CERTIFICATE OF COMPLIANCE FOR A LOT LINE ADJUSTMENT LLA NO. 09–001 AS EVIDENCED BY DOCUMENT RECORDED AUGUST 24, 2009 AS INSTRUMENT NO. 2009–0372914 AND AMENDED BY DOCUMENT RECORDED OCTOBER 6, 2009 AS INSTRUMENT NO. 2009–0439752 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL 4 OF PARCEL MAP NO. 6294, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 62, PAGE 13 OF PARCEL MAP, RECORDS OF SAID COUNTY.

ALSO EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERAL INCLUDING GEOTHERMAL RESOURCES LYING IN AND UNDER SAID LAND ABOVE DESCRIBED, OR PRODUCED AND SAVED THEREFROM; AND FURTHER EXCEPTING AND RESERVING TO GRANTOR THE SOLE AND EXCLUSIVE RIGHT TO DRILL INTO, FROM AND THROUGH SAID LAND, AND ALL SURFACE EASEMENTS NECESSARY OR CONVENIENT TO PROSPECTING FOR, PRODUCING AND DEVELOPING OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS BY MEANS OF SLANT DRILLING OPERATIONS CONDUCTED FROM SURFACE LOCATIONS OUTSIDE SAID LAND, INTO OR THROUGH SAID LAND, TO PRODUCING INTERVALS EITHER WITHIN OR BEYOND SAID LAND; ALL SUBJECT, HOWEVER, TO THE CONDITION THAT, IN THE ENJOYMENT OF SAID RESERVED AND EXCEPTED RIGHTS AND INTEREST SHALL NOT ENTER UPON THE SURFACE OF SAID LAND OR INTO THE UPPER 500 FEET THEREOF MEASURED VERTICALLY FROM SAID SURFACE, AS TO AN UNDIVIDED FIFTY (50%) INTEREST ONLY, AS RESERVED IN THE DEED FROM VIRG & CO., A PARTNERSHIP, RECORDED JULY 2, 1987 AS INSTRUMENT NO. 87–226223 OFFICIAL RECORDS.

LEGEND

	PROPOSED STORM DRAIN
S	PROPOSED SEWER
W	PROPOSED WATER
R	RIDGE
	EXISTING PROPERTY LINE
	CL
	EXISTING R/W
	LOT LINE
	PROPOSED R/W
	PROPOSED CURB OPENING INLET
CF	CURB FACE
CB	CATCH BASIN
C&G	CURB & GUTTER
CL	CENTERLINE
DWY	DRIVEWAY
EXIST.	EXISTING
FF	PROPOSED FINISH FLOOR ELEVATION
FS	FINISHED SURFACE
FL	FLOWLINE
GB	GRADE BREAK
INV	INVERT
LT.	LEFT
N.A.P.	NOT A PART
P.I.P.	PROTECT IN PLACE
PP	POWER POLE
PL	PROPERTY LINE
PROP.	PROPOSED
RT.	RIGHT
R/W	RIGHT–OF–WAY
STL	STREET LIGHT
TP	TOP OF PAVEMENT
TC	TOP OF CURB
EP	EDGE OF PAVEMENT
SFN	SEARCH FOUND NOTHING

OWNER/DEVELOPER

SEEFRIED INDUSTRIAL PROPERTIES, INC.
2321 ROSECRANS AVENUE, SUITE 2220
EL SEGUNDO, CA 90245
PHONE (310)–536–7900
CONTACT PERSON: SCOTT IRWIN

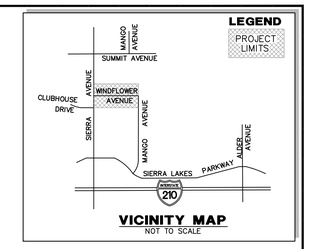
CIVIL ENGINEER

HUITT–ZOLLARS, INC.
3990 CONCOURS, SUITE 330
ONTARIO, CALIFORNIA 91764
PHONE: (909) 941–7799, X11411
CONTACT PERSON: DAVID WHITE

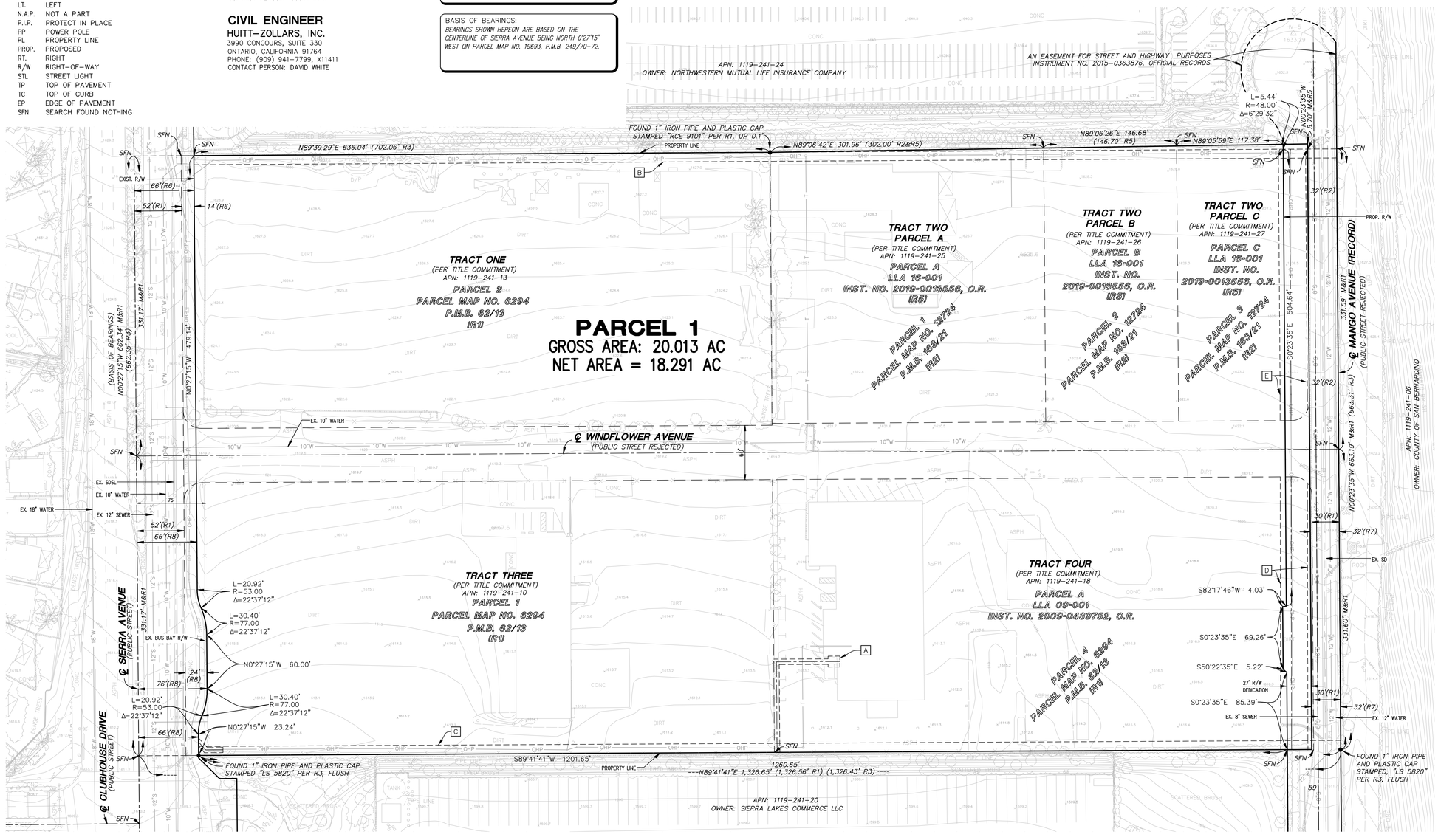
BENCHMARK:
CITY OF FONTANA BENCH MARK #277. ELEVATION 1230.84'.

DESCRIPTION: MERRILL & NUEVO "X" IN EAST END NECR

BASIS OF BEARINGS:
BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF SIERRA AVENUE BEING NORTH 0°27'15" WEST ON PARCEL MAP NO. 19693, P.M.B. 249/70–72.



VICINITY MAP
NOT TO SCALE



REFERENCES

R1 PARCEL MAP NO. 6294, P.M.B. 62/13
R2 PARCEL MAP NO. 12724, P.M.B. 163/21
R3 PARCEL MAP NO. 19693, P.M.B. 249/70–72
R4 PARCEL MAP NO. 19431, P.M.B. 242/97–98
R5 CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 16–001 INSTRUMENT NO. 2019–0013556, O.R.
R6 GRANT DEED, INSTRUMENT NO. 2003–0357048, O.R.
R7 EASEMENT DEED, INSTRUMENT NO. 2014–0386587, O.R.
R8 GRANT DEED, INSTRUMENT NO. 2003–0489267, O.R.

EXISTING EASEMENTS

A AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED JUNE 15, 1989 AS INSTRUMENT NO. 89–217193, OFFICIAL RECORDS.

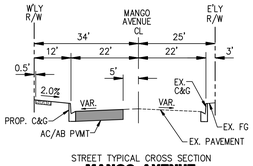
B AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED JUNE 26, 1981 AS INSTRUMENT NO. 81–141151, OFFICIAL RECORDS.

C AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED NOVEMBER 6, 1981 AS INSTRUMENT NO. 81–245749, OFFICIAL RECORDS.

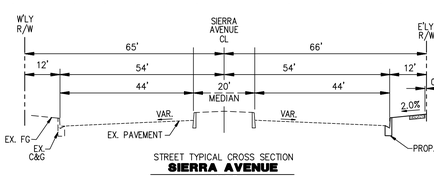
D AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED JANUARY 22, 2018 AS INSTRUMENT NO. 2018–0022748, OFFICIAL RECORDS.

E AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED OCTOBER 17, 2017 AS INSTRUMENT NO. 2017–0428751, OFFICIAL RECORDS.

0 25 50 100 150
SCALE 1" = 50'



STREET TYPICAL CROSS SECTION
MANGO AVENUE
N.T.S
(INDUSTRIAL COLLECTOR)



STREET TYPICAL CROSS SECTION
SIERRA AVENUE
N.T.S
(MAJOR ARTERIAL)

TENTATIVE PARCEL MAP 20611
FOR
SEEFRIED - SIERRA AT WINDFLOWER
APN: 1119-241-10, -13, -18, -25, -26, -27
CITY OF FONTANA

HUITT-ZOLLARS
HUITT–ZOLLARS, INC.
3990 CONCOURSE, SUITE 330 • ONTARIO, CALIFORNIA 91764 • (909) 941–7799

DESIGNED BY	D.L.W.
DRAWN BY	HZ STAFF
CHECKED BY	J.M.
FIELD BOOK	
SHEET	1 OF 1 SHEETS
JOB NO.	R313099.01

D:\Projects\313099\01 - Seefried - Sierra at Windflower 2nd DS Design\051 Dwgs\Plan\LPMap, Layout: 01, Apr 04, 2025 11:0

RESOLUTION NO. PC 2025-____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA ADOPTING ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, CERTIFYING THE SIERRA DISTRIBUTION FACILITY FINAL ENVIRONMENTAL IMPACT REPORT (SCH#2023030788), ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVING THE PROJECT.

WHEREAS, the development is comprised of one industrial distribution center building ("Project") which proposes to be located on one site and is evaluated in the Sierra Distribution Facility Final Environmental Impact Report ("EIR"); and

WHEREAS, the Project consists of an approximately 18.3 net acre property, located within the City of Fontana, in the southwestern portion of San Bernardino County, California, on six parcels (APNs 1119-241-10, -13, -18, -25, -26, and -27); and

WHEREAS, the Project requires approvals of a Tentative Parcel Map (TPM No. 22-025) to consolidate the existing six parcels into one parcel; a proposed Design Review Project (DRP No. 22-051) and a Water Quality Management Plan (WQMP) to ensure Project compliance with City municipal code.

WHEREAS, pursuant to section 21067 of the Public Resources Code, and section 15367 of the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City of Fontana is the lead agency for the proposed Project; and

WHEREAS, in accordance with State CEQA Guidelines section 15082, on April 3, 2023, the City sent to the Governor's Office of Land Use and Climate Innovation, formerly known as the Office of Planning and Research, and each responsible and trustee agency a Notice of Preparation ("NOP") stating that an Environmental Impact Report (State Clearinghouse Number #2023030788) would be prepared; and

WHEREAS, five (5) comment letters were received in response to the NOP; and

WHEREAS, pursuant to Public Resources Code section 21083.9 and State CEQA Guidelines sections 15082(c) and 15083, the City held a duly noticed Scoping Meeting on April 19, 2023, to solicit comments on the scope of the environmental review of the proposed Project and, no additional comments were received; and

WHEREAS, a Draft Environmental Impact Report ("Draft EIR") was prepared, incorporating comments received in response to the NOP; and

WHEREAS, the Draft EIR determined that mitigation measures were required to mitigate impacts to a less than significant level for the following resource areas: Air

Quality, Biological Resources, Cultural Resources, Hazards and Hazardous Materials, Tribal Cultural Resources, and Wildfire.

WHEREAS, the Draft EIR further concluded that with the incorporation of all feasible mitigation measures, the Project would not result in any significant and unavoidable impacts; and

WHEREAS, in accordance with State CEQA Guidelines section 15085, a Notice of Completion was prepared and filed with the Governor's Office of Land Use and Climate Innovation, formerly known as the Office of Planning and Research, on September 10, 2024; and

WHEREAS, as required by State CEQA Guidelines section 15087(a), the City provided Notice of Availability of the Draft EIR to the public at the same time that the City sent Notice of Completion to the Office of Planning and Research, on September 11, 2024; and

WHEREAS, during the public comment period, copies of the Draft EIR and technical appendices were available for review and inspection at City Hall, on the City's website, and at the Lewis Library and Technology Center public libraries; and

WHEREAS, pursuant to State CEQA Guidelines section 15087(e), the Draft EIR was circulated for at least a 45-day public review and comment period from September 11, 2024 to October 25, 2024; and

WHEREAS, during the public review and comment period, the City consulted with and requested comments from all responsible and trustee agencies, other regulatory agencies, and others pursuant to State CEQA Guidelines section 15086; and

WHEREAS, the City received three written comment letters on the Draft EIR; and

WHEREAS, pursuant to Public Resources Code section 21092.5, the City provided copies of its responses to commenting public agencies at least ten (10) days prior to the City's consideration of the Final EIR on May 23, 2025; and

WHEREAS, on June 3, 2025, the Planning Commission conducted the public hearing to consider the Draft EIR and approvals of TPM and DRP for the Project and solicited comments on the document. After hearing all relevant testimony from staff, the public and the City's consultant team, the Planning Commission voted to certify the EIR for the Project; and

WHEREAS, on May 23, 2025, the City released the Final EIR ("Final EIR"), which consists of the Draft EIR, all technical appendices prepared in support of the Draft EIR, all written comment letters received on the Draft EIR, written responses to all written comment letters received on the Draft EIR, and errata to the Draft EIR and technical appendices; and

WHEREAS, the "EIR" consists of the Final EIR and its attachments and appendices, as well as the Draft EIR and its attachments and appendices (as modified by the Final EIR); and

WHEREAS, all potentially significant adverse environmental impacts were sufficiently analyzed in the EIR; and

WHEREAS, as contained herein, the City has endeavored in good faith to set forth the basis for its decision on the Project; and

WHEREAS, all of the requirements of the Public Resources Code and the State CEQA Guidelines have been satisfied by the City in connection with the preparation of the EIR, which is sufficiently detailed so that all of the potentially significant environmental effects of the Project have been adequately evaluated; and

WHEREAS, the EIR prepared in connection with the Project sufficiently analyzes the Project's potentially significant environmental impacts and the EIR analyzes a range of feasible alternatives capable of reducing these effects to an even lesser level of significance; and

WHEREAS, the City has made certain findings of fact, as set forth in **Exhibit A** to this Resolution, attached hereto and incorporated herein, based upon the oral and written evidence presented to it as a whole and the entirety of the administrative record for the Project, which are incorporated herein by this reference; and

WHEREAS, the City finds that environmental impacts that are identified in the EIR as less than significant and do not require mitigation are described in **Section 2.2** of **Exhibit A**; and

WHEREAS, the City finds that environmental impacts that are identified in the EIR that are less than significant with incorporation of mitigation measures are described in **Section 2.3** of **Exhibit A**; and

WHEREAS, the existence of any growth-inducing impacts resulting from the proposed Project identified in the EIR and set forth herein, are described in **Section 2.6** of **Exhibit A**; and

WHEREAS, alternatives to the proposed Project that might further reduce the already less than significant environmental impacts are described in **Section 2.7** of **Exhibit A**; and

WHEREAS, all the mitigation measures identified in the EIR and necessary to reduce the potentially significant impacts of the proposed Project to a level of less than

significant are set forth in the Mitigation Monitoring and Reporting Program (MMRP) in **Exhibit B** to this Resolution, attached hereto and incorporated herein; and

WHEREAS, prior to taking action, the City has heard, been presented with, reviewed and considered all of the information and data in the administrative record, including but not limited to the EIR, and all oral and written evidence presented to it during all meetings and hearings; and

WHEREAS, the EIR reflects the independent judgment of the City and is deemed adequate for purposes of making decisions on the merits of the Project; and

WHEREAS, no comments made in the public hearings conducted by the City and no additional information submitted to the City have produced substantial new information requiring recirculation of the EIR or additional environmental review of the Project under Public Resources Code section 21092.1 and State CEQA Guidelines section 15088.5; and

WHEREAS, on June 3, 2025, the City conducted a duly noticed public hearing on this Resolution, at which time all persons wishing to testify were heard and the Project was fully considered; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF FONTANA:

SECTION 1. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. The Planning Commission hereby finds that it has been presented with the EIR, which it has reviewed and considered, and further finds that the EIR is an accurate and objective statement that has been completed in full compliance with CEQA and the State CEQA Guidelines. The Planning Commission finds that the EIR reflects the independent judgment and analysis of the City. The Planning Commission declares that no evidence of new significant impacts or any new information of "substantial importance" as defined by State CEQA Guidelines section 15088.5, has been received by the City after circulation of the Draft EIR that would require recirculation. Therefore, the Planning Commission hereby certifies the EIR based on the entirety of the record of proceedings.

SECTION 3. The Planning Commission hereby adopts the "CEQA Findings of Fact" which were prepared in accordance with State CEQA Guidelines sections 15091 and which are attached hereto as **Exhibit A** and incorporated herein by this reference.

SECTION 4. Pursuant to Public Resources Code section 21081.6, the Planning

Commission hereby adopts the Mitigation Monitoring and Reporting Program attached hereto as **Exhibit B** and incorporated herein by this reference. Implementation of the Mitigation Measures contained in the Mitigation Monitoring and Reporting Program is hereby made a condition of approval of the Project. In the event of any inconsistencies between the Mitigation Measures set forth in the EIR or the Findings of Fact and the Mitigation Monitoring and Reporting Program, the Mitigation Monitoring and Reporting Program shall control.

SECTION 5. Based upon the entire record before it, including the EIR, Findings of Fact, and all written and oral evidence presented, the Planning Commission hereby approves the proposed Project.

SECTION 6. The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at City of Fontana Planning Department, 8353 Sierra Avenue, Fontana, CA 92335. The custodian for these records is Salvador Quintanilla, Senior Planner. This information is provided pursuant to Public Resources Code section 21081.6.

SECTION 7. City staff shall cause a Notice of Determination to be filed and posted with the County Clerk and the State Clearinghouse within five working days of the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Fontana, California, at a regular meeting held on this 3rd day of June, 2025.

City of Fontana

_____
Idilio Sanchez, Chair

ATTEST:

I, Joseph Armendarez, Secretary of the Planning Commission of the City of Fontana, California, do hereby certify that the foregoing resolution was duly and regularly adopted by the Planning Commission at a regular meeting thereof, held on the 3rd day of June, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Joseph Armendarez, Secretary

EXHIBIT A
CEQA FINDINGS OF FACT

Findings of Fact
Regarding the Environmental Effects of the Approval of the:

Sierra Distribution Facility Project

State Clearinghouse No. 2023030788

Lead Agency
City of Fontana
Community Development Department
18353 Sierra Avenue
Fontana, CA 92335

CEQA Consultant
Kimley-Horn and Associates
3801 University Avenue, Suite 300
Riverside, CA 92501

Project Applicant
Seefried Industrial Properties, Inc.
3333 Riverwood Parkway, Suite 200
Atlanta, GA 30339

June 3, 2025

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1.0 Introduction

The Planning Commission of the City of Fontana (the "Planning Commission") in approving the Sierra Distribution Facility Project (the "Project"), makes the Findings presented herein. The Findings are based upon the entire record before the Planning Commission, as described in Subsection 4.1.3 below, including the Environmental Impact Report ("EIR") prepared for the Project on behalf of the City of Fontana (the "City") acting as Lead Agency under the California Environmental Quality Act ("CEQA").

Hereinafter, the Notice of Preparation, Notice of Availability, Draft EIR, Technical Studies, Final EIR (containing responses to public comments on the Draft EIR and textual revisions to the Draft EIR), and the Mitigation Monitoring and Reporting Program will be referred to collectively herein as the "EIR" unless otherwise specified.

1.1 Project Summary

1.1.1 Site Location

The approximately 18.3-acre Project Site is located within the City of Fontana, which is located in the southwestern portion of San Bernardino County, California. The City of Fontana is located east of the cities of Ontario and Rancho Cucamonga, west of the City of Rialto and the unincorporated community of Bloomington, and north of the City of Jurupa Valley. The Project Site is located approximately 0.5 mile north of State Route 210 (SR-210), approximately 2 miles east of Interstate 15 (I-15), and approximately 5 miles west of Interstate 215 (I-215). The Project Site includes Assessor Parcel Numbers (APNs) 1119-241-10, -13, -18, -25, -26, and -27.

1.1.2 Project Description

The Project's site-specific actions entail a proposed Tentative Parcel Map (TPM No. 22-025) to consolidate six APNs into one APN and a Design Review Project (DRP No. 22-051) to construct one 398,514 square foot warehouse on approximately 18.3 acres. The Project would be consistent with the City's General Plan land use designation of I-L: Industrial Light and zoning which is M-1: Light Industrial which allows for employee-intensive uses. The Project will also be subject to City Ordinance No. 1891 which establishes buffering and screening requirements, methods to improve traffic circulation, requirements for alternative energy, and improvements to circulation as it relates to industrial commerce center development in Fontana.

1.1.3 Project Objectives

The fundamental purpose and goal of the Project is the following:

1. Implement the City of Fontana's desire to create a revenue generating use that capitalizes on nearby transportation corridors and truck routes, stimulates employment, and responds to current market opportunities.
2. Revitalize a section of the City with new industrial use(s) to create an economic engine to drive future growth in the City.

3. Develop the site with a more efficient use of the Property, to enhance the value of the Property, generating increased property values.
4. Provide infrastructure and landscaping improvements to Sierra Avenue and Mango Avenue vicinity to enhance aesthetics as well as improve safety and traffic flow.
5. Facilitate goods movement for the benefit of local and regional economic growth.
6. Provide new development that will generate a positive fiscal balance increasing the City tax base and a potential for added point of sale tax base for the City moving forward.
7. Provide additional temporary and permanent employment opportunities while improving the local balance of housing and jobs.

1.2 City of Fontana Actions Covered By the EIR

The City of Fontana has primary approval responsibility for the proposed Project. As such, the City serves as the Lead Agency for the EIR pursuant to CEQA Guidelines Section 15050. The City's Planning Commission will hold a public hearing to consider the Final EIR. For the Project, the Planning Commission will consider the TPM No. 22-025 and DRP No. 22-051. A public hearing will then be held before the Planning Commission regarding certification of the Final EIR and approval of TPM No. 22-025 and DRP No. 22-051 for the Project. The Planning Commission is the approval authority for certification of the DRP and TPM for the Project. Other agencies also may use the EIR as part of their decision-making processes concerning the proposed Project.

1.3 Environmental Review and Public Participation

The City conducted an extensive environmental review of the Project to ensure that the City's decision makers and the public are fully informed about potential significant environmental effects of the Project; to identify ways that environmental damage can be avoided or significantly reduced; and to prevent significant, avoidable damage to the environment by requiring changes in the Project through the use of mitigation measures and project design requirements which have been found to be feasible. In order to do this, the City, acting as lead agency under CEQA, undertook the following:

- Prepared a Notice of Preparation, which was used as the basis for the determination that an EIR should be prepared for the Project. The Notice of Preparation identified the environmental issues to be analyzed in detail in the Project's EIR as: Aesthetics, Agricultural and Forestry Resources, Air Quality, Biological Resources, Cultural Resources, Energy, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology & Water Quality, Land Use & Planning, Mineral Resources, Noise, Population and Housing, Public Services, Recreation, Transportation, Tribal Cultural Resources, Utilities and Service Systems, and Wildfire;
- The Notice of Preparation was sent to the Governor's Office of Planning and Research (the "State Clearinghouse"), Responsible Agencies, Trustee Agencies, and other interested parties on April 3, 2023, for a 30-day review period;
- Held a publicly noticed EIR Scoping Meeting on April 19, 2023;
- Submitted a Notice of Completion, Notice of Availability, and Draft EIR to the State Clearinghouse on September 10, 2024;

- Mailed a Notice of Availability to all Responsible Agencies, Trustee Agencies, County Clerk, other interested parties, and organizations and individuals who had previously requested the Notice on September 11, 2024 to inform recipients that the Draft EIR was available for a 45-day review period beginning on September 11, 2024, and ending on October 25, 2024;
- Mailed the Notice of Availability to all property owners within a 300-foot radius of the Project Site on September 11, 2024;
- Provided copies of the Draft EIR to public agencies, organizations, and individuals on September 11, 2024;
- Made the Notice of Availability and Draft EIR available to the public on the City's website;
- Published the Notice of Availability in the San Bernardino County Sun, which is the newspaper of general circulation in the area affected by the Project, on September 11, 2024;
- Prepared responses to comments on the Draft EIR received during the 45-day comment period on the Draft EIR, which have been included in the Final EIR;
- Sent notice of the Planning Commission's hearing to all organizations and individuals who had previously requested notification of anything having to do with the Project on May 15, 2025;
- Sent written responses to comments to all public agencies, organizations, and individuals who submitted comments the Draft EIR on May 23, 2025 (3 comment letters were received);
- Sent notice of the Planning Commission's hearing to all organizations and individuals who had previously requested notification of anything having to do with the Project on May 15, 2025.
- Published a notice on May 23, 2025, in the San Bernardino County Sun, the newspaper of general circulation in the area affected by the Project, that the Planning Commission would hold a public hearing on June 3, 2025, to consider approval of the Project and certification of the EIR;
- Held a public hearing of the Planning Commission on June 3, 2025, and, after full consideration of all comments, written and oral, certified that the Final EIR had been completed in compliance with CEQA and approved the Project.

All of the documents identified above and all of the documents which are required to be part of the administrative record pursuant to Public Resources Code Section 21167.6(e) are on file with the City of Fontana Community Development Department, 8353 Sierra Avenue, Fontana, CA 92335.

2.0 Environmental Impacts and Findings

2.1 General Findings

2.1.1 Independent Judgment Finding

Finding: The EIR for the Project reflects the City's independent judgment and analysis.

Facts in Support of the Finding: The EIR was prepared by Kimley-Horn and Associates, Inc., an independent, professional consulting firm hired by the Project Applicant and working under the supervision and direction of the City's Planning Department staff. The Planning Commission, as the City's final decision-making body for the Project, received and reviewed the EIR and the comments, written and oral, provided by public agencies and members of the public prior to certifying that the EIR complied with CEQA. The professional qualifications and reputation of the EIR Consultant, the supervision and direction of the EIR Consultant by City staff and its consultants, the thorough and independent review of the Draft EIR and Final EIR, including comments and responses, by City staff, and the review and careful consideration of the Final EIR by the Planning Commission, including comments and responses, all conclusively show that the Final EIR is the product of and reflects the independent judgment and analysis of the City as the Lead Agency, and of the Planning Commission as the decision-making body for the Project.

2.1.2 Finding of the Absence of any Need to Recirculate the EIR

Finding: The Final EIR does not add significant new information to the Draft EIR that would require recirculation of the Draft EIR.

Facts in Support of the Finding: The Planning Commission recognizes that the Final EIR incorporates information obtained and produced after the Draft EIR was completed and that the Final EIR contains additions, clarifications, and minor modifications to the Draft EIR. The Planning Commission has reviewed and considered the Final EIR and all of the information contained in it and has determined that the new information added to the Final EIR does not involve a new significant environmental impact, a substantial increase in the severity of an environmental impact, nor a feasible mitigation measure or an alternative considerably different from others previously analyzed that the Project Applicant declined to adopt and that would clearly lessen the significant environmental impacts of the Project. No information provided to the Planning Commission indicates that the Draft EIR was inadequate or conclusory or that the public was deprived of a meaningful opportunity to review and comment on the Draft EIR.

2.1.3 General Finding on Mitigation Measures

It is the City's intent to adopt and implement all mitigation measures identified in the EIR which are applicable to the Project, which the City finds to consist of all feasible measures that reduce the Project's significant impacts. If a measure has, through error, been omitted from the Conditions of Approval or from these Findings, and that measure is not specifically reflected in these Findings, that measure shall be deemed to be adopted pursuant to this paragraph. In addition, unless specifically stated to the contrary in these Findings, all Conditions of Approval repeating or rewording mitigation measures recommended

in the EIR are intended to be substantially similar to the mitigation measures recommended in the EIR and are found to be equally effective in avoiding or lessening the identified environmental impact. In each instance, the Conditions of Approval contain the final wording for the mitigation measures.

2.2 Impacts Identified in the Initial Study (IS) or EIR as No Impact or Less than Significant Not Requiring Mitigation

Consistent with Public Resources Code Section 21002.1 and Section 15128 of the CEQA Guidelines, the EIR focused its analysis on potentially significant impacts, and limited discussion of other impacts for which it can be seen with certainty there is no potential for significant adverse environmental impacts. CEQA Guidelines Section 15091 does not require specific findings to address environmental effects that an EIR identifies as "no impact" or a "less than significant" impact. Nevertheless, the Planning Commission hereby finds that the Project would have either no impact or a less than significant impact under the following resource areas and therefore do not require the imposition of Mitigation Measures:

2.2.1 Aesthetics

A. Would the Project have a substantial adverse effect on a scenic vista? (Threshold "Impact 4.1-1")

Finding: Less-than-Significant Impact

Facts in Support of Finding: Construction activities would temporarily alter visual characteristics of the site as viewed from the surrounding uses due to construction activities, which is expected to last approximately 15 months. Upon Project completion, views of the site would remain consistent with current visual characteristics as the site would be consistent with City land use policies, surrounding development, and current site development. The Project would be well below the height limit of 75 feet in the area at 45.5 feet, which would reduce impacts to scenic resources within the Project area. As such, the Project would cause a less than significant impact to scenic vistas (Draft EIR Page 4.1-8)

B. Would the Project substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway? (Threshold "Impact 4.1-2")

Finding: No Impact

Facts in Support of Finding: There are no state scenic highways within the City. The nearest State Scenic Highway, State Route 330 (SR-330), is approximately 8.8 miles east of the Project site. Therefore, construction and operation of the Project site would not damage or obstruct a scenic resource (i.e., trees, rock outcroppings, or historic buildings) within a State Scenic Highway. (Draft EIR Page 4.1-9)

C. In non-urbanized areas, would the Project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point.) If the project is in an urbanized area,

would the Project conflict with applicable zoning and other regulations governing scenic quality? (Threshold "Impact 4.1-3")

Finding: Less-than-Significant Impact

Facts in Support of Finding: As the City is considered an urbanized area, this section analyzes whether the Project is consistent with applicable zoning. Impacts associated with implementation of the Project would be temporary in nature and abide by all applicable local regulations to ensure minimal impacts. The development would not substantially degrade the existing visual character of the site or public views. To further reduce changes in the visual environment, the Project would incorporate perimeter landscaping, trees, and ground covers to visually buffer the structures. The Project would be consistent with zoning regulations as determined by the City. For this reason, it is anticipated that implementation of the Project would not degrade the visual characteristics that are already considered low. Impacts in this regard would be less than significant. (Draft EIR Page 4.1-10)

D. Would the Project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? (Threshold "Impact 4.1-4")

Finding: Less-than-Significant Impact

Facts in Support of Finding: Existing sources of light and glare exist in the Project's immediate vicinity. Existing lighting sources include streetlights, outdoor safety and security lighting from adjacent developments including the residential developments to the west and warehouses to the north and south, and vehicle headlights from adjacent roadways. Construction of the warehouse building would be limited to the daytime hours of construction permitted in the Fontana MC and nighttime lighting would not be required until the site is operational. Therefore, no short-term impacts associated with light and glare would occur.

Once operational, the building would use interior and exterior security lighting. Consistent with all applicable regulations to ensure no structures or features that create adverse glare effects are permitted. Thus, all exterior lighting would be shielded/hooded to prevent light trespass onto nearby properties. Additionally, the single warehouse building for the Project would use a variety of non-reflective building materials, and although some new reflective improvements (i.e., windows and building front treatments) would be introduced to the site, the warehouse building would not be a source of glare in the area. Therefore, long-term impacts associated with light and glare would be less than significant. (Draft EIR Page 4.1-11)

2.2.2 Agriculture and Forestry Resources

A. Would the Project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? (Threshold "Impact 4.2-1")

Finding: No Impact

Facts in Support of Finding: The City's land use map shows that there are no zones which allow agricultural uses within or nearby the Project site. The Project would occupy a portion of the City which has been classified for Light Industrial land use and zoning. The Project, being a warehousing development with some office uses, would be consistent with the goals and standards intended for these zones. Additionally, the entire Project site is categorized as Urban and Built-Up Land according to the California Important Farmland Finder. Due to the lack of agricultural uses and land classifications, the Project would not impact or convert Prime Farmland, Unique Farmland, or Farmland of Statewide importance. No impact would occur. (Draft EIR Page 4.2-9)

B. Would the Project conflict with existing zoning for agricultural use, or a Williamson Act Contract (Threshold "Impact 4.2-2")

Finding: No Impact

Facts in Support of Finding: The Project site contains Light Industrial land use designations, and the California Department of Conservation lists the area as Urban and Built-Up Land which would preclude it from being agriculturally active. Additionally, there are no Williamson Act Contract-designated parcels within the Project site or within the Fontana Sphere of Influence surrounding the Project Site. Therefore, the Project would not conflict with existing zoning for agricultural use, or a Williamson Act contract, and no impact would occur. (Draft EIR Page 4.2-9)

C. Would the Project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))? (Threshold "Impact 4.2-3")

Finding: No Impact

Facts in Support of Finding: The Project is consistent with the City's General Plan and would be located on land with a Light Industrial zoning. The City does not contain areas with land use designations for either Forest Land or Timberland. Therefore, the Project would not conflict with existing zoning for, or cause rezoning of, forest land or timberland and no impacts would occur. (Draft EIR Page 4.2-9)

D. Would the Project result in the loss of forest land or conversion of forest land to non-forest use? (Threshold "Impact 4.2-4")

Finding: No Impact

Facts in Support of Finding: Because this area of the City is developed, it is not conducive to forest land or forestry activities. Further, the City has zoned the area for Light Industrial use which would be consistent with the proposed developments associated with the Project. The Project's location in a previously developed, urbanized area would lead to no impacts on forest land. Therefore, no impact would occur. (Draft EIR Page 4.2-9)

E. Would the Project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? (Threshold "Impact 4.2-5")

Finding: No Impact

Facts in Support of Finding: The location of the Project is currently designated as a Light Industrial land use zone. The California Department of Conservation also classifies the Project's location as Urban Built-Up Land which is not Unique Farmland, Prime Farmland, or Farmland of Statewide Importance. Therefore, no impacts related to the conversion of farmland or forest land would occur. (Draft EIR Page 4.2-10)

2.2.3 Air Quality

A. Would the Project conflict with or obstruct implementation of the applicable air quality plan? (Threshold "Impact 4.3-1")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The Project is located within the South Coast Air Basin (SCAB), which is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The SCAQMD is required, pursuant to the Federal Clean Air Act (FCAA), to reduce emissions of criteria pollutants for which the SCAB is in nonattainment. To reduce such emissions, the SCAQMD drafted the 2016 Air Quality Management Plan (AQMP). The 2016 AQMP establishes a program of rules and regulations directed at reducing air pollutant emissions and achieving state (California) and national air quality standards. The 2016 AQMP is a regional and multi-agency effort including the SCAQMD, the California Air Resources Board (CARB), the Southern California Association of Governments (SCAG), and the Environmental Protection Agency (EPA). The plan's pollutant control strategies are based on the latest scientific and technical information and planning assumptions, including SCAG's growth projections and RTP/SCS, updated emission inventory methodologies for various source categories, and SCAG's latest growth forecasts. SCAG's latest growth forecasts were defined in consultation with local governments and with reference to local general plans. The Project is subject to the SCAQMD's AQMP.

Criteria for determining consistency with the AQMP are defined by the following indicators:

- **Consistency Criterion No. 1**: The Project will not result in an increase in the frequency or severity of existing air quality violations, or cause or contribute to new violations, or delay the timely attainment of air quality standards or the interim emissions reductions specified in the AQMP.
- **Consistency Criterion No. 2**: The Project will not exceed the assumptions in the AQMP or increments based on the years of the Project build-out phase.

The Project would not exceed the construction or operational standards of the SCAQMD emissions thresholds as emissions thresholds for criteria air pollutants: Reactive Organic Gases (ROG), Carbon Monoxide (CO), Nitrogen Oxides (NO_X), Sulfur Oxides (SO_X), Coarse Particulates (PM_{10}), Fine Particulates ($PM_{2.5}$) would not be exceeded by Project construction or operation as shown in further detail in Draft EIR **Table 4.3-7**, on page 4.3-16. Additionally, the Project would not result in substantial unplanned growth or unaccounted for growth in the General Plan or job growth projections used by the SCAQMD to develop

the AQMP. Therefore, the Project would not contribute to an existing air quality violation. Thus, a less than significant impact would occur. (Draft EIR Page 4.3-19)

C. Would the Project expose sensitive receptors to substantial pollutant concentrations? (Threshold "4.3-3")

Findings: Less-than-Significant Impact

Facts in Support of Finding: Sensitive receptors located in the Project site vicinity include single family residences located approximately 130 feet west of the Project. Localized significance of construction and operations emissions would be in attainment with SCAQMD AQMP regulations pertaining to sensitive receptors at a distance within 25 meters. The project would be compliant with all Central San Bernardino Valley Source Receptor Area (SRA) requirements and would not generate substantial pollution that would impact sensitive receptors.

Based on the SCAQMD CO Hotspot Analysis, the Project considered herein would not produce the volume of traffic required to generate a CO hot spot in the context of SCAQMD's CO Hotspot Analysis. It can be reasonably inferred that CO hotspots would not be experienced at any vicinity intersections resulting from 286 additional vehicle trips attributable to the Project. The Carbon Monoxide Hotspot modeling included on page 4.3-31 of the Draft EIR determined there would be a concentration of 4.6 ppm, well below the Federal standard of 35 ppm.

Combined construction and operations would result in a maximum cancer risk of 1.20 in one million, which would not exceed the SCAQMD threshold of 10 in one million as shown in **Table 4.3-13** of the Draft EIR. Therefore, impacts associated with carcinogenic risk would be less than significant.

A chronic hazard index of 1.0 is considered individually significant. The hazard index is calculated by dividing the chronic exposure by the reference exposure level. The chronic hazard was calculated based on the highest annual average concentration at the maximally exposed individual receptor and the acute hazard is based on the 1-hour concentration. The highest maximum chronic index associated with unmitigated diesel particulate matter (DPM) emissions from the Project would be 0.0007 as shown in **Table 4.3-14** of the Draft EIR. It should be noted that there is no acute REL for DPM and acute health risk cannot be calculated. Therefore, non-carcinogenic hazards are calculated to be within acceptable limits and a less than significant impact would occur. Impacts would be less than significant. (Draft EIR Page 4.3-32)

D. Would the Project result in other emissions (such as those leading to odors adversely affecting a substantial number of people? (Threshold "Impact 4.3-4")

Findings: Less-than-Significant Impact

Facts in Support of Finding: The SCAQMD CEQA *Air Quality Handbook* identifies certain land uses as sources of odors. These land uses include agriculture (farming and livestock), wastewater treatment plants, food processing plants, chemical plants, composting facilities, refineries, landfills, dairies, and

fiberglass molding. The Project would not include any of the land uses that have been identified by the SCAQMD as odor sources.

During construction-related activities, some odors (not substantial pollutant concentrations) that may be detected are those typical of construction vehicles (e.g., diesel exhaust from grading and construction equipment). These odors are a temporary short-term impact that is typical of construction projects and would disperse rapidly. Furthermore, odors that could be generated by construction activities are required to follow SCAQMD Rule 402 (Nuisance) to prevent odor nuisances on sensitive land uses. The Project would not include any of the land uses that have been identified by the SCAQMD as odor sources. Therefore, the Project would not create objectionable odors. (Draft EIR Page 4.3-33)

2.2.4 Biological Resources

B. Would the Project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U. S. Fish and Wildlife Service? (Threshold "Impact 4.4-2")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The Project would be confined to areas that have been heavily disturbed previously. No sensitive habitats were identified within the Project site during field visit conducted on August 17, 2022. No Riparian habitat is present on the Project site, and no members of the Riparian Forest plant community were observed on-site. Therefore, the presence of riparian habitat is deemed absent, and no sensitive natural communities would be impacted from Project implementation and a less than significant impact would occur. (Draft EIR Page 4.4-13)

C. Would the Project have a substantial adverse effect on State or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? (Threshold "Impact 4.4-3")

Finding: No Impact

Facts in Support of Finding: Aerial photography was reviewed in conjunction with a field investigation in order to locate and inspect any potential natural drainage features, ponded areas, or water bodies that may fall under the jurisdiction of the US Army Corps of Engineers (USACE), Regional Board, or California Department of Fish and Wildlife (CDFW). No jurisdictional drainage and/or wetland features were observed on the Project side during the habitat assessment that would be considered jurisdictional by the USACE, Regional Board, or CDFW. As a result, implementation of the Project would not result in any impacts or have a substantial adverse effect on protected wetlands. (Draft EIR Page 4.4-14)

D. Would the Project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? (Threshold "Impact 4.4-4")

Finding: No Impact

Facts in Support of Finding: According to the San Bernardino County General Plan, the Project site has not been identified as occurring within a Wildlife Corridor or Linkage. The Project would be confined to existing areas that have been heavily disturbed and are isolated from regional wildlife corridors and linkages. In addition, there are no riparian corridors, creeks, or useful patches of steppingstone habitat (natural areas) within the Project site or connecting the site to a recognized wildlife corridor or linkage. As such, implementation of the Project would not prevent local wildlife movement through the Project area. Therefore, impacts to wildlife corridors or linkages would not occur. (Draft EIR Page 4.4-14)

E. Would the Project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? (Threshold "Impact 4.4-5")

Finding: No Impact

Facts in Support of Finding: The Fontana MC Chapter 28.61 addresses how to preserve and protect heritage, significant, and specimen trees and procedures to replace them within the City. Section 28-65 prevents removal of these trees without first obtaining a tree removal permit. No heritage, significant, or specimen trees are located on the Project site and therefore, impacts to local policies or ordinances are not expected to occur from development of the Project, and mitigation is not required. (Draft EIR Page 4.4-14)

F. Would the Project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? (Threshold "Impact 4.4-6")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The literature search identified 20 special-status plant species, 42 special-status wildlife species, and three special-status plant communities as having potential to occur within the Devore United States Geological Survey (USGS) 7.5-minute quadrangle. However, no special-status plant species, wildlife species, or plant communities were observed on-site during the habitat assessment due to the disturbed nature of the site and lack of suitable habitat. No special-status species will be impacted by Project implementation and no mitigation is required. Therefore, impacts to any local, regional, or state habitat conservation plans are not expected to occur from development of the Project, and mitigation is not required. (Draft EIR Page 4.4-15)

2.2.5 Cultural Resources

A. Would the Project cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5? (Threshold "Impact 4.5-1")

Finding: No Impact

Facts in Support of Finding: Four structures, each erected within the last 45 years, which is the age threshold for identifying whether or not built properties are considered historic in age, currently occupy

the Project site. As the structures are not of historic age or classified as a historic resource, the Project would have no impact.

Additionally, no fewer than 17 previous cultural resource investigations have occurred within 0.5 mile of the Project site since 1978, including the Cultural Resource Assessment for the Project, and have found no cultural resources within the Project site boundaries. The Project site is currently developed and previously disturbed with no native intact sediments observed during the field survey. As construction activities would occur within the footprint of existing development, historical resources would not be impacted by construction of the Project. Operation of the Project would commence upon the completion of construction activities. This land use operation would not impact any known or unknown historical resources. As such, no impact would occur regarding adverse change to a historical resource. (Draft EIR Page 4.5-15)

2.2.6 Energy

A. Would the Project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation? (Threshold "Impact 4.6-1")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The Project's net increase in electricity usage (subtracting estimated energy use from existing uses) would constitute approximately 0.0113 percent of typical annual electricity usage, and approximately 0.0014 percent of typical annual natural gas consumption for the County. Construction-related on- and off-road automotive fuel consumption (i.e., fuel consumed during construction) would constitute 0.0303 percent of diesel and 0.0047 percent of gasoline consumption. During operations, the net increase in on-road automotive fuel consumption (i.e., fuel consumed from operational vehicle trips to and from the Project site) would constitute 0.0388 percent of diesel and 0.0086 percent of gasoline of Countywide automotive fuel consumption.

During construction, the Project would consume energy in two general forms: (1) the fuel energy consumed by construction vehicles and equipment; and (2) bound energy in construction materials, such as asphalt, steel, concrete, pipes, and manufactured or processed materials such as lumber and glass. Project construction would comply with the latest Environmental Protection Agency and California Air Resources Board (CARB) engine emissions standards and use reasonable best efforts to deploy the highest rated CARB Tier technology that is available at the time of construction. There are no unusual Project characteristics that would necessitate the use of construction equipment that would be less energy-efficient than at comparable construction sites in the region or state. Therefore, construction fuel consumption would not be any more inefficient, wasteful, or unnecessary than other similar development projects of this nature as shown in **Table 4.6-4** of the Draft EIR. Fuel consumption utilized by operation and construction of the Project would be nominal when compared to cumulative County fuel usage. A less than significant impact would occur in this regard.

Project operations are estimated to consume approximately 107,282 additional gallons of diesel fuel and 74,192 additional gallons of gasoline fuel per year in comparison to existing uses, which would constitute approximately 0.0388 percent and 0.0086 percent, respectively, of Countywide automotive fuel consumption. The Project would not result in any unusual characteristics that would result in excessive long-term operational fuel consumption. On-site motorized operational equipment would be zero emissions and not require the use of fossil fuel), pursuant to the Fontana Industrial Commerce Center Sustainability Standards Ordinance. Fuel consumption associated with vehicle trips generated by the Project would not be considered inefficient, wasteful, or unnecessary in comparison to other similar developments in the region. Operations of the Project would result in a net increase of approximately 1,810,010 kWh of electricity per year and approximately 7,177 therms of natural gas per year. The Project would be required to comply with Title 24 Building Energy Efficiency Standards, which provide minimum efficiency standards related to various building features, including appliances; water, space heating, and cooling equipment; building insulation and roofing; and lighting. As such, the Project would not result in the inefficient, wasteful, or unnecessary consumption of building energy and impacts would be less than significant. (Draft EIR Page 4.6-11)

B. Would the Project conflict with or obstruct a State or local plan for renewable energy or energy efficiency? (Threshold "Impact 4.6-2")

Finding: Less-than-Significant Impact

Facts in Support of Finding: Title 24 of the California Code of Regulations (CCR) contains energy efficiency standards for residential and non-residential buildings based on a state mandate to reduce California's energy demand. Specifically, Title 24 addresses a number of energy efficiency measures that impact energy used for lighting, water heating, heating, and air conditioning, including the energy impact of the building envelope such as windows, doors, skylights, wall/floor/ceiling assemblies, attics, and roofs.

Part 6 of Title 24 specifically establishes energy efficiency standards for residential and nonresidential buildings constructed in the State of California in order to reduce energy demand and consumption. The Project would comply with Title 24, Part 6 per state regulations. In accordance with Title 24 Part 6, the Project would have: (a) sensor-based lighting controls— for fixtures located near windows, the lighting would be adjusted by taking advantage of available natural light; and (b) efficient process equipment— improved technology offers significant savings through more efficient processing equipment.

Title 24, Part 11, contains voluntary and mandatory energy measures that are applicable to the Project under the California Green Building Standards Code. As discussed above, the Project would result in an increased demand for electricity, natural gas, and petroleum. In accordance with Title 24 Part 11 mandatory compliance, the Applicant would have (a) 50 percent of its construction and demolition waste diverted from landfills; (b) mandatory inspections of energy systems to ensure optimal working efficiency; (c) low pollutant emitting exterior and interior finish materials, such as paints, carpets, vinyl flooring and particle boards; and (d) a 20 percent reduction in indoor water use. Compliance with all of these mandatory measures would decrease the consumption of electricity, natural gas, and petroleum.

The San Bernardino County Greenhouse Gas Reduction Plan (GHGRP) establishes a series of energy efficiency related goals intended to reduce greenhouse gas (GHG) emissions based on the AB 32 Scoping Plan. Those applicable to the Project are Renewables Portfolio Standard for Building Energy Use, AB 1109 Energy Efficiency Standards for Lighting, Electricity Energy Efficiency, and Commercial Energy Efficiency Requirements.

In addition, the Project would be required to comply with all applicable standards of the Fontana Industrial Commerce Center Sustainability Standards Ordinance and final documentation of compliance would be subject to review and approval prior to issuance of applicable permits. Standards include alternative energy measures that require all building rooftops to be solar-ready, zero emission on-site motorized operational equipment, a minimum of 10 percent of all passenger vehicles to be electric vehicle ready, and at least five percent of all passenger vehicle parking spaces to be equipped with working electric vehicle charging stations. The Project would not conflict with any of the federal, state, or local plans for renewable energy and energy efficiency. Because the Project would comply with Parts 6 and 11 of Title 24 and with GHGRP measures, no conflict with existing energy standards and regulations would occur. Therefore, impacts associated with renewable energy or energy efficiency plans would be considered less than significant. (Draft EIR Page 4.6-12)

2.2.7 Geology and Soils

A. Would the Project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving (Threshold "Impact 4.7-1 through 4.7-4"):

- *i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?*
- *ii. Strong seismic ground shaking?*
- *iii. Seismic-related ground failure, including liquefaction?*
- *iv. Landslides?*

Finding: Less-than-Significant Impact

Facts in Support of Finding:

Rupture of Known Earthquake Fault: There are no known active faults crossing or projecting through the Project site. The Project site is not located in an Alquist-Priolo Earthquake Fault Zone. Furthermore, the geotechnical investigation did not identify any evidence of faulting. Therefore, the possibility of ground rupture at the site is considered to be low. Impacts for the Project site would be less than significant regarding substantial evidence of known fault.

Strong Seismic Ground Shaking: The Project site is not within an Alquist-Priolo Earthquake Fault Zone, and no evidence of faulting was identified during the geotechnical investigation. The Project site is not subject to surface rupture of a known active fault, as the nearest fault is approximately three miles northwest of the Project site. The possibility of significant ground shaking on the site is considered to be low. Therefore, impacts would be less than significant regarding strong seismic ground shaking.

Seismic-Related Ground Failure, Including Liquefaction: Southern California is considered a seismically active region and the regional vicinity of the Project site contains a number of known earthquake faults. The Project site is located in the southern California region, which is prone to seismically induced ground shaking. The Project site would be developed with a 398,514-square foot facility. All Project site components would be constructed to the then current CBC and International Building Code standards. All structures would be designed in conformance with all applicable standards to resist the effects of seismic ground shaking. As part of the Geotechnical Feasibility Study, 2022 CBC Seismic Design Parameters were generated for future structural improvements within the Project area. Structures for human occupancy must be designed to meet or exceed 2022 CBC standards for earthquake resistance. The CBC contains provisions for earthquake safety based on factors including occupancy type, the types of soil and rock on-site, and the strength of ground motion with a specified probability at the Project site. Therefore, future development of habitable structures within the Project site would be conducted in accordance with the 2022 CBC Seismic Design Parameters generated as part of the Geotechnical Feasibility Study, which would reduce impacts from seismic ground shaking to a less than significant level.

Soil liquefaction is a phenomenon in which saturated cohesionless soils undergo a temporary loss of strength during severe ground shaking and acquire a degree of mobility sufficient to permit ground deformation. In extreme cases, the soil particles can become suspended in groundwater, resulting in the soil deposit becoming mobile and fluid-like. Liquefaction is generally considered to occur primarily in loose to medium dense deposits of saturated soils. Thus, three conditions are required for liquefaction to occur: (1) a cohesionless soil of loose to medium density; (2) a saturated condition; and (3) rapid large strain, cyclic loading, normally provided by earthquake motions.

The Project site is not located within a zone identified as having a potential for liquefaction by the County. According to the geotechnical investigation, groundwater was not encountered during Project explorations. Impacts in relation to these hazards for the Project site would be less than significant.

Landslides: Landslides and other forms of mass wasting, including mudflows, debris flows, soil slips, and rock falls occur as soil or rock moves downslope under the influence of gravity. Seismically induced landslides and other slope failures are common occurrences during or soon after earthquakes. The susceptibility of a geologic unit to landslides is dependent upon various factors, primarily: 1) the presence and orientation of weak structures, such as fractures, faults, and joints; 2) the height and steepness of the pertinent natural or cut slope; 3) the presence and quantity of groundwater; and 4) the occurrence of strong seismic shaking. The Project site is not located in an area subject to landslides. The Project site is located on relatively flat ground and is not adjacent to any areas with steep slopes such that if ground shaking occurred the site would experience damage from a landslide. Therefore, impacts related to landslides for the Project site would be less than significant. (Draft EIR Page 4.7-21)

B. Would the Project result in substantial soil erosion or the loss of topsoil? (Threshold "Impact 4.7-5")

Finding: Less-than-Significant Impact

Facts in Support of Finding: Construction activities such as excavation and grading would be minimal given that the Project site is relatively flat. No major grading or excavation would be needed to substantially alter the slope of the site, create or remove steep slopes, create retaining walls, or make other landform modifications. Nevertheless, grading and earthwork activities during construction would expose soils to potential short-term erosion by wind and water. During construction, the Project site would be required to comply with erosion and siltation control measures. This would include measures such as sandbagging, placement of silt fencing, erosion control blankets, straw wattles, mulching, etc., to reduce runoff from the site and to hold topsoil in place during all grading activities. Operation of the Project site would not involve procedures which would result in substantial soil erosion. Following construction of the Project site, the site would be covered with hardscape which would not contribute to erosion. The Project site also would contain some landscaping, and these areas would include ground covers to reduce erosion or loss of on-site soils post-construction. This would ensure that operation of the Project site would not result in the loss of topsoil or sedimentation into local drainage facilities and water bodies. As such, the Project would have a less than significant impact regarding soil erosion or the loss of topsoil. (Draft EIR Page 4.7-21)

C. Would the Project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? (Threshold "Impact 4.7-6")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The Project site is not included within an Earthquake Fault Zone as identified by the Alquist-Priolo Earthquake Fault Zoning Act. As discussed for Impact 4.7-1 through 4.7-4, the Project site and the surrounding area is relatively flat and/or developed which indicates that the Project would not be susceptible to landslides nor cause significant erosion that would result in a landslide. Additionally, the City's Local hazard Mitigation Plan (LHMP) lists the types of geologic hazards known to occur in the City regarding slope instability, leading to possible mudflow, liquefaction, and collapsible or expansive soils. The Project site is not located in an area identified as susceptible to slope instability or landslides.

The primary factors which influence the potential for liquefaction include shallow groundwater table elevation, soil type and plasticity characteristics, relative density of the soil, initial confining pressure, and intensity and duration of ground shaking. Although the Project site is located in a seismically active region, the Project site is not located within a zone identified as having a potential for liquefaction by the County. Furthermore, groundwater was not encountered during Project explorations. Therefore, liquefaction and landslides are not considered to be a design concern for the Project, and potential for lateral spreading would be low to negligible since the Project's topography does not contain steep slopes and the Project site and the immediate area are not within a zone of generalized landslide susceptibility.

The major cause of ground subsidence is the excessive withdrawal of groundwater. Based on the conditions encountered in the borings and trenches conducted for the geotechnical investigation, groundwater was not encountered and is estimated to be at a depth greater than 320 feet below ground surface. The Project does not propose or require additional groundwater wells within the area and therefore the risk of ground subsidence as result of excessive groundwater withdrawal is low. Additionally,

based on anticipated groundwater depths, it is not expected that groundwater would affect excavations for the foundations and utilities and subsidence is unlikely due to the distance to groundwater. Furthermore, all structures would comply with CBC requirements to mitigate the possibility of subsidence. Lastly, soil liquefaction is not likely to occur at this site primarily because the groundwater level is deep. The Project site is relatively flat and is not located adjacent to any potentially unstable topographical feature, such as a hillside or riverbank. Therefore, impacts associated with these hazards would be less than significant. (Draft EIR Page 4.7-21)

D. Would the Project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property? (Threshold "Impact 4.7-7")

Finding: Less-than-Significant Impact

Facts in Support of Finding: Expansive soils are soils that expand and contract depending on their moisture level. This change can occur seasonally as water levels and precipitation changes throughout the year. These soils normally occur within the first five feet below the surface. Expansive soils can lead to structural damage as their compositions and volume changes dramatically. According to the geotechnical investigation, the near-surface soils consist of sands, silty sands, and gravelly sands with no appreciable clay content. These materials have been visually classified as non-expansive. As such, the geotechnical investigation does not anticipate expansive soils to adversely impact the design, construction, or operation of the Project. Therefore, the Project site would not be impacted by significant soil expansion and a less than significant impact would occur. (Draft EIR Page 4.7-22)

E. Would the Project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? (Threshold "Impact 4.7-8")

Finding: No Impact

Facts in Support of Finding: No septic tanks or other alternative wastewater disposal systems are proposed. The Project site would not use an alternative wastewater disposal system and is proposed to tie into the existing sewer line. Impacts in this regard for the Project site would not occur. (Draft EIR Page 4.7-23)

F. Would the Project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? (Threshold "Impact 4.7-9")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The Project site occurs on alluvial soils deposited during the Holocene Epoch (within the last 11,700 years). This reduces the potential for the disturbance of any unknown buried paleontological resources and makes the likelihood of damage or destruction to such resources remote. Additionally, the Paleontological Assessment concluded that the records search did not produce any fossil

localities from within the Project area or from the same geologic unit within five miles. Searches of online databases and other literature did not produce any additional fossil localities within one mile.

Excavation for construction could result in significant paleontological resources being encountered; however, the underlying sediment is likely to be from the Holocene Epoch and located at a significant depth. Therefore, and ground disturbing activities are not anticipated to impact paleontological resources. The Project would not directly or indirectly destroy a unique paleontological resource or site, or unique geologic feature and impacts would be less than significant. (Draft EIR Page 4.7-25)

2.2.8 Greenhouse Gas Emissions

A. Would the Project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? (Threshold "Impact 4.8-1")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The Project would result in the generation of approximately 1,207 $MTCO_2e$ over the course of construction. Construction GHG emissions are typically summed and amortized over the lifetime of the Project (assumed to be 30 years), then added to the operational emissions. The amortized Project construction emissions would be 40 $MTCO_2e$ per year. Once construction is complete, the generation of these GHG emissions would cease.

Operational or long-term emissions occur over the life of the Project. GHG emissions would result from direct emissions such as Project generated vehicular traffic, on-site combustion of natural gas, and operation of any landscaping equipment. Operational GHG emissions would also result from indirect sources, such as off-site generation of electrical power, the energy required to convey water to, and wastewater from the Project, the emissions associated with solid waste generated from the Project, and any fugitive refrigerants from air conditioning or refrigerators. The Project would generate approximately 2,528 $MTCO_2e$ annually from both construction and operations and the Project. The existing approximately 48,000 square feet of warehouse use located on the Project site generates approximately 1,985 $MTCO_2e$ annually and will be removed and replaced by the Project. Existing emissions have been estimated based on CalEEMod default emissions factors for building operations and estimated trip generation. Therefore, the development of the Project would generate approximately 543 MTCO2e net new emissions annually. The net Project-related GHG emissions would not exceed the City's 3,000 $MTCO_2e$ per year threshold. Therefore, the Project impacts would be less than significant, and no mitigation measures are required. (Draft EIR Page 4.8-18)

B. Would the Project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? (Threshold "Impact 4.8-2")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The 2020 Regional Transportation Plan/ Sustainable Communities Strategy (RTP/SCS) plan accounts for operations and maintenance costs to ensure reliability, longevity, and cost effectiveness. The RTP/SCS is also supported by a combination of transportation and land use strategies

that help the region achieve state GHG emissions reduction goals and FCAA requirements, preserve open space areas, improve public health and roadway safety, support our vital goods movement industry, and utilize resources more efficiently. GHG emissions resulting from development-related mobile sources are the most potent source of emissions, and therefore Project comparison to the RTP/SCS is an appropriate indicator of whether the Project would inhibit the post-2020 GHG reduction goals promulgated by the state. The Project would not result in any significant impacts or interfere with SCAG's ability to achieve the region's post-2020 mobile source GHG reduction targets. Additionally, the net new GHG emissions caused by long-term operation of the Project would not exceed the City's 3,000 $MTCO_2e$ per year screening threshold, and impacts would be less than significant. The Project would not conflict with any applicable plan, policy, or regulation of an agency adopted for reducing the emissions of GHGs because the Project would generate low levels of GHGs, and would not impede implementation of the Scoping Plan, or conflict with the policies of the Scoping Plan or any other GHG reduction plan. The California Air Resources Board (CARB) Scoping Plan sets targets for reducing GHG emissions. Approximately 83 percent of the Project's GHG emissions are from energy and mobile sources which would be further reduced by the 2022 Scoping Plan measures as a greater amount of renewable energy sources come online. Additionally, the Project would be consistent with resource efficiency goals established in the Fontana General Plan Update as shown in Table 4.8-5 of the Draft EIR. Therefore, the impacts would be less than significant. (Draft EIR Page 4.8-22)

2.2.9 Hazards and Hazardous Materials

C. Would the Project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (Threshold "Impact 4.9-3")

Finding: Less-than-Significant Impact

Facts in Support of Finding: Construction of the Project would involve the transport, use, and disposal of hazardous materials on-site and off-site, which include fuels, paints, mechanical fluids, and solvents, but would not be present in such a quantity or used in such a manner that would pose a significant hazard to nearby schools. The nearest schools to the Project site are Sierra Lakes Elementary School, located approximately one mile west of the Project site; Wayne Ruble Middle School, located approximately 1.1 miles south of the Project site; and AB Miller High School, located approximately 1.2 miles southwest of the Project site. None of these schools are located along the officially designated local truck route, Sierra Avenue, located adjacent to the Project site. Note, however, that Project-related truck traffic would be prohibited from using Sierra Avenue. This would fall outside of the 0.25-mile requirement of this threshold. Notwithstanding, the routine transport, use, and disposal of hazardous materials must adhere to federal, state, and local regulations for transport, handling, storage, and disposal of hazardous substances. Compliance with the regulatory framework would ensure Project construction would not create a significant hazard to nearby schools due to the transport of any hazardous materials on local roadways. Therefore, a less than significant impact would occur. (Draft EIR Page 4.9-23)

D. Would the Project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment? (Threshold "Impact 4.9-4")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The Project site is not included on the hazardous sites list compiled pursuant to California Government Code Section 65962.5 (Cortese List). The Project site is not included on the hazardous sites list compiled pursuant to California Government Code Section 65962.5. The Phase I ESA indicated that there were no Recognized Environmental Conditions (RECs) identified in association with the Project site. Therefore, the impact would be less than significant. (Draft EIR Page 4.9-24)

E. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard or excessive noise for people residing or working in the project area? (Threshold "Impact 4.9-5")

Finding: No Impact

Facts in Support of Finding: The Project site is not within proximity to, or within two miles of a public or private use airport. The nearest airstrips are the Ontario International Airport (located roughly 11 miles to the southwest) and the San Bernardino International Airport (located roughly 11 miles to the southeast). There are no associated safety hazards or noise issues. No impact would occur. (Draft EIR Page 4.9-24)

F. Would the Project impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan? (Threshold "Impact 4.9-6")

Finding: Less-than-Significant Impact

Facts in Support of Finding: Neither construction or operations of the Project site would disrupt or interfere with emergency access or impede access to nearby roadways or would interfere with the City's emergency management program. On-site construction would not impeded traffic flows; however, all off-site improvements to be constructed will require a Traffic Control Plan be processed for approval by the City to ensure adequate roadway circulation can be maintained during off-site construction. The City does not designate any roads as emergency evacuation routes and any future construction activities on the site would not affect any evacuation route and would not interfere with the City's emergency management program. As discussed, construction activities may require the transport of heavy equipment and materials to and from the site. These activities may temporarily impede traffic flows; however, these impediments would be localized and short-term in nature. Impacts in this regard would be less than significant. The Project would comply with design standards for emergency services and would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. Impacts would be less than significant in this regard and mitigation is not required. (Draft EIR Page 4.9-25)

G. Would the Project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires? (Threshold "Impact 4.9-7")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The City is categorized as a Local Responsibility Area (LRA) by CAL FIRE. Also, according to CAL FIRE, the Project site is designated as a Non-very high Fire Hazard Safety Zone (FHSZ). However, according to the City's Local Hazard Mitigation Plan, the Project site is within a High FHSZ within the City. The Project site is located within the City limits and is surrounded by developed land. Although the Project site is not located in a VHFHSZ, the City, in conjunction with the San Bernardino County Fire Department (SBCFD), reviews all building plans for compliance with the California Building Code, state and local statutes, ordinances, and regulations relating to the prevention of fire, the storage of hazardous materials, and the protection of life and property against fire, explosion, and exposure to hazardous materials. Adherence to regulations already in place through the development application and review process at the City would reduce the potential impacts associated with fire hazards as a result of wildland fires to less than significant.

In addition, the Fontana MC has a fire hazard overlay district provision for areas designated on the Fontana GP land use map. Projects within the overlay district must prepare a fuel modification zone plan for each new tentative tract map, parcel map, or design review application. Therefore, in conformance with the Fontana MC, a fuel modification zone plan has been prepared for the Project. The fuel modification zone plan for the Project establishes fuel zones in conformance with Section 30-658 of the Fontana MC that includes permanent fuel modification zones, access requirements and protection measures. The Project's fuel modification zone plan protects the site from wildfire exposure and reduces exposure to the City of Fontana residents, people, and structures from wildfires. (Draft EIR Page 4.9-25)

2.2.10 Hydrology and Water Quality

A. Would the Project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality? (Threshold "Impact 4.10-1")

Finding: Less-than-Significant Impact

Facts in Support of Finding: Construction at the Project site would result in the baring and exposure of soils. During construction, fuels, lubricants, and solid and liquid wastes would be stored within active construction areas. Temporary water quality impacts could occur due to run-off from the active construction site, if the construction areas are not properly managed to contain loose soils, and liquid and solid contaminants.

Pursuant to the requirements of the Santa Ana Regional Water Quality Control Board (RWQCB) and Fontana Municipal Code Chapter 23, Article IX, the Project Applicant would be required to obtain coverage under the State's General Construction Storm Water Permit for construction activities (NPDES permit) associated with the Project site. The NPDES permit is required for all development projects that include construction activities, such as: clearing, grading, and/or excavation, that disturb at least one acre of total land area. In addition, the applicant would be required to comply with the Santa Ana RWQCB's Santa Ana

River Basin Water Quality Control Program. Compliance with the NPDES permit and the Santa Ana River Basin Water Quality Control Program involves the preparation and implementation of a SWPPP for construction-related activities. The Storm Water Pollution Prevention Plan (SWPPP) would specify the Best Management Practices (BMPs) that all construction contractors would be required to implement during construction activities to ensure that potential pollutants of concern are prevented, minimized, and/or otherwise appropriately treated prior to being discharged from the subject property.

BMPs are designed to control and prevent discharges of pollutants that can adversely impact the downstream surface water quality. Construction activities are also required to comply with the City's Municipal Code Section 28-111, Stormwater management and rainwater retention, Section 9-16 – 9-25, Control of Blowing Sand and Soil Erosion, and other required regulations. Examples of BMPs that may be utilized during construction include, but are not limited to, sandbag barriers, geotextiles, storm drain inlet protection, sediment traps, rip rap soil stabilizers, and hydroseeding. Pursuant to the City's Municipal Code Chapter 9, Article III, all project applicants also would be required to implement an erosion control plan to minimize water and windborne erosion. Mandatory compliance with the SWPPP and the erosion control plan would ensure that the construction of the Project site does not violate any water quality standards or waste discharge requirements. Therefore, water quality impacts associated with construction activities would be less than significant and no mitigation measures would be required.

Stormwater pollutants that could be produced during operation of the Project site include pathogens (bacterial/virus), phosphorus, nitrogen, sediment, metals, oil/grease, trash/debris, pesticides/herbicides, and organic compounds. The expected pollutants of concern for the Project site would be pathogens, nitrogen, copper, and lead.

To meet the requirements of the City's Municipal Storm Water Permit – and in accordance with the City's Municipal Code Chapter 23, Article IX – the Project applicant for the Project site would be required to prepare and implement a Storm Water Quality Management Plan (SWQMP). A SWQMP is a site-specific post-construction WQMP designed to minimize the release of potential waterborne pollutants, including pollutants of concern for downstream receiving waters, under long-term conditions via BMPs. Implementation of the SWQMP ensures ongoing, long-term protection of the watershed basin. It is anticipated that the structural source control BMPs would be sufficient to reduce impacts. Structural source controls would consist of measures such as LID strategies including underground infiltration chambers, bioretention areas, and hydrodynamic separators as well as operational source control BMPs (including but not limited to the installation of water-efficient landscape irrigation systems, storm drain system stenciling and signage, and implementation of a trash and waste storage areas) to minimize, prevent, and/or otherwise appropriately treat stormwater run-off flows before they are discharged into the City's storm drain system.

Specifically related to industrial uses, the NPDES program requires certain industrial land uses to prepare a SWPPP for operational activities and to implement a long-term water quality sampling and monitoring program, unless an exemption has been granted. On April 1, 2014, the SWRCB adopted an updated new NPDES permit for stormwater discharge associated with industrial activities (referred to as the "Industrial General Permit"). On November 6, 2018, the SWRCB amended the Industrial General Permit, which is

more stringent than the former Industrial General Permit and became effective on July 1, 2020. Under this currently effective NPDES Industrial General Permit, the industrial uses such as but not limited to manufacturing, facilities subject to stormwater effluent limitations, transportation facilities, and other uses with typically heavy industrial uses would require permitting. Warehousing uses are not specifically included. Based on the future uses, if a covered use is implemented, the Project could require NPDES coverage under this order (2014-0057-DWQ). This would require preparation of a SWPPP for operational activities and implement a long-term water quality sampling and monitoring program or receive an exemption. This permit is dependent upon a detailed accounting of all operational activities and procedures. Prior to final Project approval a detailed account of the proposed uses within the proposed facility would be provided to the City to determine if permitting would be required. If such permitting is required, the mandatory compliance with all applicable water quality regulations would reduce potential water quality impacts during long-term operation. This impact would, therefore, be less than significant. (Draft EIR Page 4.10-19)

B. Would the Project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin? (Threshold "4.10-2")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The Project site lies within the Chino Basin. The Chino Basin is the subbasin of the Upper Santa Ana River contained within the California Department of Water Resources (DWR) South Coast Hydrologic Region. The Project site would be within the service area of Fontana Water Company (FWC), which derives some of its water from the Chino Basin. Accordingly, the Project site would connect to the municipal water system and would not use on-site wells, nor would any other groundwater extractive activities occur. Therefore, the Project would not directly draw water from the groundwater basin. Accordingly, implementation of the Project in this regard would not substantially deplete or decrease groundwater supplies and direct impacts to groundwater supplies would be less than significant.

Additionally, as discussed in additional detail in Section 4.19: Utilities and Service Systems of the Draft EIR, considering the above and considering current as well as Project water demand through the year 2040 in both normal, and single, two year, and multiple dry year scenarios, FWC has an adequate supply of water to serve the Project. This would be done without jeopardizing groundwater supplies in any of the underlying basins.

While construction of the Project would introduce new impermeable surfaces to the site, a Water Quality Management Plan (WQMP) would be required. As part of the WQMP, the Project would include elements to reduce the effects of the new impervious areas. The WQMP would include design measures such as Low Impact Development (LID) and other stormwater drainage controls. The LIDs would be engineered to capture and control run-off prior to being released downstream. This would increase the duration that water is held on-site prior to being released to downstream receiving waters, and would facilitate recharge. In addition, LIDs that include permeable materials, enable run-off to immediately infiltrate and begin the recharge process. Lastly, the Project site also includes areas that would be landscaped with permeable surfaces, which also would facilitate groundwater recharge. Therefore, the Project would not

change recharge characteristics, with the required measures in place, the loss of the permeable area would not be substantial, and impacts would be less than significant. (Draft EIR Page 4.10-20)

C. Would the Project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or through the addition of impervious surfaces, in a manner which would (Threshold "4.10-3 through 4.10-6"):

i. Result in substantial erosion or siltation on or off site?

ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off site?

iii. Create or contribute runoff which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

iv. Impede or redirect flood flows?

Finding: Less-than-Significant Impact

Facts in Support of Finding:

Erosion and Siltation: Construction of the Project would alter the subject's property's interior drainage patterns, but the changes would not result in substantial erosion or siltation on- or off-site. The Project would be required to follow the SWRCBs erosion control standards and would be required to obtain coverage under the State's General Construction Storm Water Permit for construction activities (NPDES permit). The NPDES permit is required for all development projects that include construction activities, such as clearing, grading, and/or excavation, that disturb at least one (1) acre of total land area. Because the Project site is greater than one acre, this requirement would apply.

In addition, because the Project area is located within the Sana Ana RWQCB's jurisdiction, it would be required to conform with the Santa Ana River Basin Water Quality Control Program. Compliance involves the preparation and implementation of a SWPPP for construction-related activities. More specifically, BMPs would be required to be implemented in accordance with the SWPPP that would be required prior to initiation of any construction activities. These measures would help ensure that during construction, waterborne pollution from erosion and siltation is reduced, prevented, or minimized. Other measures may include ways to treat run-off prior to discharge. BMPs may include but not be limited to, sandbag barriers, silt fences, soil stabilizers, reseeding, straw mats, and other ground covers. Lastly, the Project would be required to implement an erosion and dust control plan pursuant to City's Municipal Code Chapter 9, Article III and to ensure compliance with SCAQMD Rule 403 to minimize water- and windborne erosion. Conformance with these requirements and measures would ensure that erosion during construction is reduced to less than significant.

Erosion control measures would also be in place upon completion of construction on the Project site, and these measures would take effect immediately. The Project would be required to prepare and implement a SWQMP as well. The SWQMP would be site-specific and would include post-construction water quality management measures that would be implemented and designed to minimize erosion and siltation. The SWQMP would include engineered erosion control and sediment control measures used to reduce or

eliminate sediment discharge to surface water from stormwater and non-stormwater discharges. Each set of erosion control measures would be site-specific and respond to anticipated flows, run-off constituents, and unique demands of the site. This would ensure an ongoing and long-term erosion control plan is in place to account for operational impacts from the Project site. Compliance would be ensured because the SWQMP is required pursuant to the City's Municipal Code Chapter 23, Article IX. Because the Project would be required to prepare and implement such a plan as a condition of Project approval, impacts would be less than significant. Mitigation is not required.

Stormwater Runoff: Implementation of the Project would alter the existing ground contours of the Project site. The Project site is currently developed with light industrial use buildings, but the construction of the warehouse would result in the installation of more impervious surfaces. Although the same southerly drainage patterns and flows would be maintained, the Project would result in changes to the site's existing, internal drainage patterns.

The rate and amount of surface run-off versus infiltration on a given site is determined by multiple factors, including the amount and intensity of precipitation; amount of other imported water that enters a watershed; surface and subsurface soil layers vegetative cover, existing soils moisture content, slope, and others. In addition, the rate of surface run-off is largely determined by topography and the intensity of rainfall over a given period of time.

None of the Project elements would alter precipitation amounts or intensities, nor would they require any additional water to be imported into the Project site. However, construction of the Project would require earth-disturbing activities which may temporarily affect site specific infiltration and permeability during construction and permanently, from operation. This would result in a substantially greater volume of water flowing off-site from the Project site.

The Project would have a new stormwater system designated and installed to be site-specific and that would contain and collect stormwater flows in the Project site. Run-off within the Project site would be directed to one of two on-site underground infiltration systems located on the southeast and southwest corners of the Project property. Water would be captured and stored and treated if needed before runoff can drain off-site. New stormwater facilities would be planned and designated to satisfy the SWQMP requirements as discussed above. In cases where excess run-off would generate overflow conditions, the southeast underground infiltration system would discharge through a proposed storm drain line B to an existing 54-inch storm drain in Mango Avenue and the southwest underground infiltration system would discharge through a proposed storm drain line E to an existing 36-inch storm drain in Sierra Avenue.

All designs and conformance with the SWQMP would be verified by the City and incorporated as conditions of approval to the Project site prior to the issuance of any construction permit. In addition, this would include plans that ensure the post-development flows do not exceed pre-development flows. Compliance with these requirements would ensure impacts are less than significant and mitigation would not be required.

The Project site must comply with the requirements of the NPDES General Permit, which helps control water pollution by regulating point and non-point sources that discharge pollutants into receiving waters.

The Project would be required to obtain a General Construction Permit. The General Construction Permit requires implementation of a SWPPP, which would include BMPs designated to protect the quality of stormwater run-off. Preparation, implementation, and participation with both the NPDES General Permit and the General Construction Permit, including the SWPPP and BMPs, would reduce the potential for stormwater flows, and any potential contaminants contained within those flows, to be conveyed off-site during construction of the Project. As a result, short-term construction-related impacts associated with creating or contributing to run-off and additional sources of polluted run-off would be less than significant. Conformance with these requirements would be verified prior to any Project approval and included as conditions of approval to any future project. Impacts would therefore be less than significant.

As mandated by the RWQCB and through implementation of the SWQMP, the Project would include new stormwater drainage system facilities that would be engineered, designed, and installed to satisfy all the water quality requirements. These measures would include maximizing natural infiltration practices and preserving existing drainage patterns by draining the entire site underground; re-vegetating disturbed areas with landscaping; and minimizing unnecessary compaction of stormwater infiltration areas.

To ensure that the new stormwater drainage improvements are planned and designed to satisfy these requirements as well as all other applicable standards and requirements, plans would be verified by the City and incorporated as conditions of approval to the Project prior to the issuance of any construction permit. Compliance with these requirements would ensure impacts are less than significant and mitigation would not be required.

Flood Flows: The FEMA FIRM shows that the Project site being covered by one main indication panel, which is 06071C7920H, effective August 28, 2008. Based on a review of this panel, this is an area of minimal flood hazard. More specifically, the Project site is located within "Zone X," which corresponds to areas with minimal flood hazard outside of the 500-year floodplain (also referred to as the 0.2 percent annual chance floodplain). Therefore, no portions of the Project site are located within a 100-year flood hazard area and impacts would be less than significant. No mitigation is required. (Draft EIR Page 4.10-21)

D. Would the Project result in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation? (Threshold "4.10-7")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The Pacific Ocean is located approximately 60 miles from the Project. Considering this distance, there is no potential for the Project site to be impacted by a tsunami. The Project site also is not subject to flooding hazards associated with a seiche because the nearest large body of surface water likely to be affected by a seiche is Lake Matthews approximately 36 miles to the south. At this distance, the Project would be unaffected. Furthermore, as noted in the City's General Plan EIR, the City is not mapped in a dam inundation area. Accordingly, the impacts to the Project site associated with release of pollutants due to inundation would not occur. No mitigation is required. (Draft EIR Page 4.10-22)

E. Would the Project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan? (Threshold "4.10-8")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The Project site is located within the Upper Santa Ana River Basin. The site's related construction and operational activities would be required to comply with the Santa Ana RWQCB's Santa Ana River Basin Water Quality Control Plan which requires the preparation of and adherence to a SWPPP and SWQMP. The Project would be required to show conformance prior to any approval. Implementation of the Project would not conflict with or obstruct the Santa Ana River Basin Water Quality Control Plan and impacts would be less than significant. The Project site is located within the Rialto-Colton Basin, which is an adjudicated groundwater basin. Adjudicated basins, like the Rialto-Colton Basin, are exempt from the 2014 Sustainable Groundwater Management Act (SGMA) because such basins already operate under a court-ordered management plan to ensure the long-term sustainability of the basin. Therefore, the Project components would not obstruct or prevent implementation of the management plan for the Rialto-Colton Basin. As such, construction and operation of the Project would not conflict with any sustainable groundwater management plan. Impacts would be less than significant. (Draft EIR Page 4.10-22)

2.2.11 Land Use and Planning

A. Would the Project physically divide an established community? (Threshold "Impact 4.11-1")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The Project site does not include any existing residential structures or an established community and is not currently zoned for residential use. Neighboring land uses to the west of the Project site include single family residential units which are located among commercial and industrial uses to the east beyond Sierra Avenue.

The redevelopment of the Project site would not include improvements which would substantially alter existing roadways and transportation corridors in a manner that would cause the removal or separation of existing adjacent communities from important resources and neighboring units. Therefore, the Project would not physically divide an established community and there would be a less than significant impact. (Draft EIR Page 4.11-6)

B. Would the Project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect? (Threshold "Impact 4.11-2")

Finding: Less-than-Significant Impact

Facts in Support of Finding: At a regional level, the Project would comply with the goals and policies presented in SCAG's 2020-2045 RTP/SCS. Locally, the Project would comply with the City's General Plan document. Implementation of the Project would be generally consistent with the City General Plan goals

and policies. The Project is generally consistent and in harmony with the City General Plan, Land Use Category and is located in a developed area of the City. Additionally, consistent with the City's General Plan, the Project's EIR includes mitigation measures related to specific environmental resource areas to reduce or eliminate potential effects of the Project. The Project would not result in a change in, or conflict with a land use or zoning district that would result in potentially significant impacts. Therefore, impacts associated with any existing plan, policy, or regulation would be less than significant. (Draft EIR Page 4.11-13)

2.2.12 Mineral Resources

A. Would the Project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State? (Threshold "Impact 4.12-1")

Finding: No Impact

Facts in Support of Finding: The Project site is located on lands designated as Mineral Resource Zone 3 (MRZ-3) by the County, which designates land that has areas containing known or inferred mineral deposits that may qualify as mineral resources. The Project site is not designated as land that contains known mineral resources of significance, and any mineral resource extraction would require a Conditional Use Permit from the County. The Fontana Forward General Plan (Fontana Forward GP) Update does not contain policies that conflict with the recovery of future mineral resources. The City plans to instill long term protections over any significant mineral resource deposits, should they be unearthed in the future. The City does not expect that their General Plan Update would contribute to a loss of mineral resources. Further the Project site is already developed for light industrial uses and the surrounding area is currently urbanized for industrial uses. Additionally, the Project site has previously been developed and did not contain any known mineral resources or require extraction of any mineral resources. No part of the Project site is within a boundary that is owned or controlled by an aggregate producer or has previously been used for mineral extraction. As the Project site does not currently contain mineral extraction facilities, consists of previously disturbed land, and has not been designated as containing confirmed mineral resources of significance, the Project would not result in the loss of availability of known mineral resources which are of value to the region and the residents of the state. Therefore, the Project would not result in the loss of a known mineral resource that would be of value to the region and the state. As such, there would be no impacts due to Project implementation. (Draft EIR Page 4.12-6)

B. Would the Project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan? (Threshold "Impact 4.12-2")

Finding: No Impact

Facts in Support of Finding: There are many mineral resource recovery sites within the County, of which there is one within the general vicinity of the Project Site. The City of Rialto is operating an Open Pit that is within 0.3 mile of the Project area. The Fontana Forward GP does not mention any mineral resource recovery sites located within the City or its sphere of influence. The Project is located in northern portion of the City at the northeast corner of the intersection of Sierra Avenue and Clubhouse Drive. The Project

site is currently disturbed with existing light industrial uses and the site is located within an urbanized industrial area. The Project site is not delineated as a mineral resource recovery site on any general plan, specific plan, or other land use plan. Therefore, the Project would not result in the loss of availability of any locally important mineral resource recovery site. As such, there would be no impact. (Draft EIR Page 4.12-6)

2.2.13 Noise

A. Would the Project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? (Threshold "Impact 4.13-1")

Finding: Less-than-Significant Impact

Facts in Support of Finding: Construction noise typically occurs intermittently and varies depending on the nature or phase of construction (e.g., land clearing, grading, excavation, paving). Noise generated by construction equipment, including earth movers, material handlers, and portable generators, can reach high levels. During construction, exterior noise levels could affect the residential neighborhoods located to the west of the construction site. Existing residential uses are located approximately 130 feet from the Project construction area. However, construction activities would occur throughout the Project site and would not be concentrated at a single point near sensitive receptors.

Construction activities would include demolition, site preparation, grading, building construction, paving, and architectural coating. Such activities could require concrete/industrial saws, excavators, and dozers during demolition; dozers and tractors during site preparation; excavators, graders, and dozers during grading; cranes, forklifts, generators, tractors, and welders during building construction; pavers, rollers, mixers, and paving equipment during paving; and air compressors during architectural coating. Typical operating cycles for these types of construction equipment may involve 1 or 2 minutes of full power operation followed by 3 to 4 minutes at lower power settings. Other primary sources of acoustical disturbance would be random incidents, which would last less than one minute (such as dropping large pieces of equipment or the hydraulic movement of machinery lifts). Noise generated by construction equipment, including earth movers, material handlers, and portable generators, can reach high levels as shown in **Table 4.13-3** of the Draft EIR. Construction activities may also cause increased noise along site access routes due to movement of equipment and workers. Compliance with the Municipal Code would minimize impacts from construction noise, as construction would be limited to daytime hours on weekdays and Saturdays. Construction noise levels from the Project would not exceed the Federal Transit Administration's (FTA's) construction noise thresholds and would be required to comply with the Municipal Code standards. Expected Project construction noise levels would reach approximately 67.8 dBA from the nearest sensitive receptor, below the City threshold of 80 dBA as shown in **Table 4.13-4** of the Draft EIR. Therefore, there is a less than significant noise impact for construction activities.

Implementation of the Project would create new sources of noise in the Project vicinity. Mechanical equipment noise would attenuate to 43.7 dBA, which is below the City's 65 dBA standard. Operation of

mechanical equipment would not increase ambient noise levels beyond the acceptable compatible land use noise levels. These closest residences would experience truck noise levels of approximately 49.1 dBA, which is below the City's acceptable limits of 65 dBA for residential noise. Additionally, these noise levels would also be further attenuated by the intervening structures. Loading dock doors would also be surrounded with protective aprons, gaskets, or similar improvements that, when a trailer is docked, would serve as a noise barrier between the interior warehouse activities and the exterior loading area. This would attenuate noise emanating from interior activities, and as such, interior loading and associated activities would be permissible during all hours of the day. Back-up beepers produce a typical volume of 97 dBA at one meter from the source. The property line of the nearest sensitive receptor would be located approximately 130 feet west of the Project driveway where trucks could be reversing and maneuvering into the loading area. At this distance, exterior noise levels from back-up beepers would be approximately 64 dBA, which is below the City's acceptable limits of 65 dBA for residential noise. Parking lot noise would occur within the surface parking lot on-site and would be up to 52.7 dBA at the nearest sensitive receptors located approximately 130 feet away which is below the City's 65 dBA residential standard. Existing Plus Project traffic-generated noise levels on Project area roadways would range between 66.2 dBA Community Noise Equivalent Level (CNEL) and 73.3 dBA CNEL at 100 feet from the roadway centerline, and the Project would result in a maximum increase of 0.1 dBA CNEL along Sierra Lakes Parkway and Sierra Avenue. As such, a less than significant impact would occur, and mitigation is not necessary. (Draft EIR Page 4.13-10)

B. Would the Project result in generation of excessive groundborne vibration or groundborne noise levels? (Threshold "Impact 4.13-2")

Finding: Less-than-Significant Impact

Facts in Support of Finding: Increases in ground-borne vibration levels attributable to the Project would be primarily associated with short-term construction-related activities. Construction on the Project site would have the potential to result in varying degrees of temporary ground-borne vibration, depending on the specific construction equipment used and the operations involved. Based on FTA data, vibration velocities from typical heavy construction equipment operations that would be used during Project construction range from 0.0003 to 0.0075 in/sec Peak Particle Velocity (PPV) at 130 feet from the source of activity (the distance from active construction zone to the nearest residential uses to the west), which is below the FTA's 0.20 PPV threshold.

Once operational, the Project would not be a significant source of ground-borne vibration. Ground-borne vibration surrounding the Project currently result from heavy-duty vehicular travel (e.g., refuse trucks, heavy duty trucks, delivery trucks, and transit buses) on the nearby local roadways. Operations of the Project would include truck deliveries. Due to the rapid drop-off rate of ground-borne vibration and the short duration of the associated events, vehicular traffic-induced ground-borne vibration is rarely perceptible beyond the roadway right-of-way, and rarely results in vibration levels that cause damage to buildings in the vicinity. According to the FTA's Transit Noise and Vibration Impact Assessment, trucks rarely create vibration levels that exceed 70 VdB (equivalent to 0.012 inches per second PPV) when they are on roadways. Therefore, trucks operating at the Project site or along surrounding roadways would not

exceed FTA thresholds for building damage or annoyance. Impacts would be less than significant in this regard. (Draft EIR Page 4.13-12)

C. For a project located within the vicinity of a private airstrip or an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? (Threshold "Impact 4.13-3")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The nearest airport to the Project site is the Ontario International Airport located approximately 10.2 miles to the southwest. The Project is not within two miles of a public airport or within an airport land use plan. Additionally, there are no private airstrips located within the Project vicinity. Therefore, the Project would not expose people residing or working in the Project area to excessive airport- or airstrip-related noise levels and no mitigation is required. (Draft EIR Page 4.13-13)

2.2.14 Population and Housing

A. Would the Project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? (Threshold "Impact 4.14-1")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The Project's planned development strategy of warehousing uses would generate a total of 189 new employees. This would comprise approximately 0.19 percent of the City's 2021 workforce. These jobs could be filled by unemployed City residents, given the City's existing unemployment rate of 5.9 percent. Specifically, the warehousing portion would comprise approximately 2.1 percent of the City's warehousing workforce. In the event that all the new jobs created would be filled by new workers moving to the City, the 189-person workforce would generate a 0.08 percent increase in the City's 2022 population. This growth rate would be well within the projections of the SCAG 2020-2045 RTP/SCS and could be accommodated by existing housing within the City. Therefore, it is unlikely the Project would directly or indirectly induce substantial, unplanned population growth in the County. Thus, the impact is less than significant, and no mitigation is required. (Draft EIR Page 4.14-10)

B. Would the Project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere? (Threshold "Impact 4.14-2")

Finding: No Impact

Facts in Support of Finding: The Project would be developed on a site that has been previously disturbed. Currently, the site is presently developed with four commercial/industrial buildings ranging from 5,000 to 25,000 square feet in size. The northwestern quadrant is developed with one building and is utilized as a wooden pallet facility. The northeastern quadrant is developed with one building and is utilized as a carnival attraction repair facility with truck trailer parking. The southwestern quadrant is developed with

one building and open-graded gravel pavements and is utilized for truck trailer storage. The southeastern quadrant is developed with one building and is utilized as a storage facility. The existing buildings are single-story, metal-framed structures and are assumed to be supported on conventional shallow foundations with concrete slab-on-grade floors.

Due to the existing commercial/industrial land uses present on the Project site, the reuse of the Project site would not displace people or housing or necessitate the development of new housing elsewhere. While the Project would generate short-term changes in employment during construction activities and long-term operational jobs, these changes would not displace substantial numbers of existing people or housing because the Project site does not include any residences or support a residential population. As a result, there would be no impacts related to the displacement of substantial numbers of people or housing and no mitigation is required. (Draft EIR Page 4.14-11)

2.2.15 Public Services

A. Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for Fire Protection Services (Threshold "Impact 4.15-1")

Finding: Less-than-Significant Impact

Facts in Support of Finding: Potential impacts related to fire protection services are reviewed by the SBCFD on a project-by-project basis. The Project's land uses, fire-protection related needs, and the Project site recommended response distance, are taken into consideration when evaluating the Project's impact to fire protection services. SBCFD design review would occur during specific development building permits are requested. Furthermore, the Project would be required to comply with the most current provisions of SBCFD Fee Schedule, which requires a fee payment that the SBCFD applies to the funding of fire protection facilities. Mandatory compliance with the SBCFD Fee Schedule and plan review would be required prior to the issuance of a building permit. The Project would comply with the County Fire District Standards, California Fire Code (CFC) and California Building Code (CBC), including Project features that aid in fire safety and support fire suppression activities, such as fire sprinklers, paved access, and required aisle widths. Fire protection services to the Project site would be provided by the SBCFD. The Project site would be served by the County Fire Station 78, located approximately 1.8 miles southwest of the Project site, and Fire Station 79, located approximately two miles northwest of the Project site. The SBCFD strives to have a response time of less than five minutes once a call for service is received. Based on the Project site's proximity to two existing fire stations, the Project would be adequately served by fire protection services, and no new or expanded unplanned facilities would be required. Prior to commencement of any construction activities, and pursuant to the San Bernardino County Code of Ordinance Section 85.01, the Project design plans would be reviewed by all applicable local agencies, including the SBCFD, to ensure compliance with the County's Development Codes and Ordinances, the City's Policy Plan, and all applicable emergency response and fire safety requirements of the SBCFD and the CFC.

As structural fires represent a very small percentage of all service calls for the SBCFD, Project implementation would not significantly increase the demand for fire services on-site and no new fire stations would be required to service the Project. Further, as stated above, based on the Project site's proximity to two existing fire stations, the personnel staffed for each station, and the response times for service received, the Project would be adequately served by fire protection services, and no new or expanded unplanned facilities would be required. The Project would be required to implement on-site fire suppression devices, installation of hydrants, and use of fire-retardant building materials. The Project would be compliant with all applicable building and fire codes that are continually enforced through an inspection program. With the implementation of fire safety procedures and adherence to all applicable fire codes, operational impacts to fire protection services as a result of the Project would be less than significant. Additionally, implementation of the Project would increase property tax revenues to provide a source of funding that is sufficient to offset any increases in the anticipated demands for public services generated by this Project. Finally, the Project would be required to pay Fire Facilities development impact fee totaling $0.030 per building square foot prior to building permit issuance, which would provide an additional funding to offset any increases in the anticipated demands for public services generated by this Project. Overall, the Project would receive adequate fire protection services and would not result in adverse physical impacts associated with the provision of or need for new or physically altered fire protection facilities, and will not adversely affect service ratios, response times, or other performance objectives. Compliance with applicable local and state regulations will ensure that the Project implementation would result in a less than significant impact to fire protection services. (Draft EIR Page 4.15-12)

B. Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for Police Protection (Threshold "Impact 4.15-2")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The City of Fontana Police Department (FPD) is approximately three miles south of the Project site. The FPD would be provided the opportunity to review the Project's design to verify that all feasible Crime Prevention measures through Environmental Design (CPTED) strategies are incorporated. CPTED is a way of designing the built environment to create a safer built environment. CPTED elements include the strategic use of nighttime security lighting, avoidance of landscaping and fencing that limit sightlines, and use of a single, clearly identifiable point of entry. Therefore, impacts would be less than significant.

Additionally, fees are required on new developments to pay for new facilities. Funding for the operation and maintenance of existing services comes from the City's General Fund. It is anticipated that the Project site would be adequately served by existing FPD facilities, equipment, and personnel such that new facilities would not be required. As discussed above, because the Project site is not residential, although some calls for service are anticipated, the increase for police services would not be significantly impacted

due to construction and operation of the warehouse. Additionally, development of the Project site would increase property tax revenues to provide a source of funding to offset any increases in the anticipated demands for public services generated by the Project. Finally, the Project would be required to pay a Police Facilities development impact fee totaling $0.039 per building square foot prior to building permit issuance, which will provide an additional funding to offset any increases in the anticipated demands for police facilities generated by this Project. (Draft EIR Page 4.15-12)

C. Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for School Services (Threshold "Impact 4.15-3")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The nearest schools to the Project site are Sierra Lakes Elementary School, located approximately one mile west of the Project site; Wayne Ruble Middle School, located approximately 1.1 miles south of the Project site; and AB Miller High School, located approximately 1.2 miles southwest of the Project site.

Because the Project is a warehouse, no students are anticipated to be directly generated by the construction and operation of the Project. It is anticipated that most workers would come from surrounding areas or from currently planned residential developments. Additionally, Project development would require Development Impact Fee (DIF) payments, in accordance with the Fontana GP and SB 50, to the corresponding school district for the construction of new schools. Each school district that serves the City charges a different amount for development impact fees, which is usually dependent on the student generation rates for that district. These payments would accommodate the need for new facilities based on the increase in student population in each district.

The Fontana Unified School District (FUSD) requires school mitigation impact fees of $0.78 per square foot for commercial/industrial developments. The Project applicant would be required to pay the District's current developer impact fees for commercial/industrial use in effect at the time of submitting the building permit application. The FUSD uses these fees to pay for facility expansion and upgrades needed to serve new students. While this component of the Project would not generate any new students and increase demand for school services such that new facilities would be required, payment of fees in compliance with Government Code Section 65996 fully mitigates all impacts to school facilities. Therefore, this impact would be less than significant. (Draft EIR Page 4.15-13)

D. Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for Park Services (Threshold "Impact 4.15-4")

Finding: Less-than-Significant Impact

Facts in Support of Finding: There are no parks or recreational facilities located on the Project site. The nearest parks to the Project site are Cambria Park, located approximately 0.9 mile south of the Project site; Patricia Marrujo Park, located approximately one mile west of the Project site; and Fontana Park, located approximately 1.6 miles west of the Project site. Because the Project would not involve the development of habitable structures, new residents would not be directly generated as part of the Project. It is possible that new employees could occasionally use public parks or facilities between shifts. However, such use is likely to be negligible compared to existing conditions. Therefore, the Project would not impact local or neighboring parks. Therefore, a less than significant impact would occur. (Draft EIR Page 4.15-13)

E. Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for Other Public Services (Threshold "Impact 4.15-5")

Finding: Less-than-Significant Impact

Facts in Support of Finding: Other Public Facilities generally refers to libraries and government buildings that serve the population within the jurisdiction. The Fontana Lewis Library & Technology Center is located at 8437 Sierra Avenue, located approximately three miles south of the Project site. Additionally, the closest libraries to the Project site are Summit Branch Library, located approximately 1.8 miles west of the Project site and Carter Branch Library, located approximately 1.8 miles east of the Project site. The construction and operation of the Project site would not result in a substantial increase in demand for these services such that a significant deterioration of the existing facilities would occur, or such that new facilities would be required.

Regardless of any added level of use to existing libraries or other public facilities, the Project applicant would be required to pay its fair share of DIFs to help offset incremental impacts to libraries by helping fund capital improvements and expenditures. The City charges $0.009 per building sf to help offset costs and improvements needed to provide library services to the residents. In addition, the Project would be required to pay a Public Facilities development impact fee totaling $0.042 per building square foot prior to building permit issuance. Therefore, the Project would not impact public facilities. Therefore, a less than significant impact would occur. (Draft EIR Page 4.15-14)

2.2.16 Recreation

A. Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (Threshold "Impact 4.16-1")

Finding: Less-than-Significant Impact

Facts in Support of Finding: Parks and recreation areas within the City are managed by City of Fontana Facilities & Parks Department. The City of Fontana maintains over 40 parks, sports facilities, and community centers. There are no parks or recreational facilities in the Project site. The nearest park to the Project site is the Cambria Park at 17140 Cambria Avenue, located approximately 0.9 mile south of the Project site. Because the warehouse would not involve the development of habitable structures, new residents would not directly be generated as part of the industrial Project. It is possible that new employees could occasionally use public parks or facilities between shifts. However, such use is likely to be negligible compared to existing conditions. Therefore, the Project would not impact local or neighboring parks. In addition, the demand for parks is determined by changes and increases in housing and population. In this case, the Project site would be developed with a warehouse, and no new residents or housing would be introduced to the area. Therefore, the Project would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated. Therefore, a less than significant impact would occur. (Draft EIR Page 4.16-6)

B. Does the Project include recreational facilities or require the construction of or expansion of recreational facilities which might have an adverse physical effect on the environment? (Threshold "Impact 4.16-2")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The Project does not include recreational facilities or require the expansion of recreational facilities which might have an adverse physical effect on the environment. Because the Project would not result in an increased demand for recreational facilities, less than significant impacts would occur. (Draft EIR Page 4.16-7)

2.2.17 Transportation

A. Would the Project conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities? (Threshold "Impact 4.17-1")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The Project would be consistent with SB 375 by complying with SCAG's Connect SoCal and SBCTA's Congestion Management Plan (CMP) and would also comply with the Complete Streets Act of 2008 by being consistent with the Fontana GP. The Complete Streets Act of 2008 requires General Plans to accommodate a balanced, multimodal transportation network that meets the needs of all users of streets, roads, and highways in manners that are suitable to applicable rural, suburban, or urban contexts.

The Project is estimated to generate a total of 1,076 PCE trips daily, with 85 PCE trips (63 inbound / 22 outbound) during the AM peak hour, and 84 PCE trips (26 inbound / 58 outbound) during the PM peak hour. **Table 4.17-2** provides a comparison of the trips currently being generated by the existing site and the trip estimated to be generated by the Project. The Project is estimated to generate just an additional

106 PCE trips daily, with nine additional PCE trips during the AM peak hour and 38 additional PCE trips during the PM peak hour. As the Project is estimated to generate less than 50 net new Passenger Car Equivalent (PCE) trips for both the AM and PM peak hours (9 AM / 38 PM) as shown in **Table 4.17-2**, an evaluation of Level of Service (LOS) is not required. As noted above, LOS is provided for informational purposes only. The Project will be consistent with applicable local agency operational LOS standards. Overall, the Project would not conflict with a program, plan, ordinance, or policy, addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities. The Project includes roadway improvements that would be designed in accordance with applicable federal, state, and local provisions, design requirements, and policies. Furthermore, roadway improvements may include a combination of fee payments to established programs, construction of specific improvements, and payment of a fair-share contribution toward future improvements. Therefore, impacts would be less than significant. (Draft EIR Page 4.17-11)

B. Would the Project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision? (Threshold "Impact 4.17-2")

Finding: Less-than-Significant Impact

Facts in Support of Finding: State CEQA Guidelines Section 15064.3 codifies the change from LOS to VMT as a metric for transportation impact analysis. Because the Project is estimated to generate just 106 additional average daily trips (ADT), below the City threshold of fewer than 500 net ADT, the Project would not be inconsistent with CEQA Guidelines Section 15064.3. As such, the Project would have a less than significant impact regarding VMT. (Draft EIR Page 4.17-12)

C. Would the Project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (Threshold "Impact 4.17-3")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The Project is not anticipated to substantially increase hazard due to geometric design. At the time of approval of any site-specific development plans required for the construction of infrastructure, the Project would be required to comply with the City requirements including obtaining a Lane Closure Permit, Encroachment Permit, and/or other measures that would maintain traffic flow and access through standard conditions of approval that would be placed on Project buildout. Roadway improvements in and around the Project site would be designed and constructed to meet all City requirements for street widths, corner radii, and intersection control as well as incorporate design standards tailored specifically to Project access requirements that would result in the safe and efficient flow of traffic within and throughout the Project site. Adhering to the City's regulatory requirements for general street alignments and circulation/mobility, would ensure that the Project would not include any sharp curves for the public and Project uses, or create dangerous intersections, or design hazards.

The Project would not include the use of any incompatible vehicles or equipment on-site, such as farm equipment. Project site ingress and egress would be provided via three driveways: one 50-foot driveway

on Sierra Avenue and one approximately 54-foot (southerly) driveway and one 35-foot (northerly) driveway on Mango Avenue. Trucks would enter and exit the site via Mango Avenue. Mango Avenue intersects with Sierra Lakes Parkway which reconnects with Sierra Avenue. Trucks would access southbound Sierra Avenue from this point to reach SR-210 and regional destinations beyond. Truck traffic generated by the site would be prohibited from using Sierra Avenue. As such, impacts would be less than significant regarding increased roadway hazards. (Draft EIR Page 4.17-13)

2.2.18 Utilities and Services Systems

A. Would the Project require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction of which could cause significant environmental effects? (Threshold "4.19-1")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The Project site is presently developed with four commercial/industrial buildings ranging from 5,000 to 25,000 square feet in size. The existing buildings are single-story, metal-framed structures and are assumed to be supported on conventional shallow foundations with concrete slab-on-grade floors. Ground surface cover consists mainly of open graded gravel and exposed soil, with AC or PCC pavements surrounding the buildings. Little to no vegetation exists on site. Few large trees are present between the northwest and northeast quadrants. The immediate surrounding properties consist of light industrial uses to the north and south, residential to the west, and the City of Rialto with a landfill to the east. Local access would be provided via Summit Avenue, Sierra Lakes Parkway, Sierra Avenue, and Mango Avenue.

Existing utilities would be extended and upgraded as needed during construction of the Project to serve the anticipated demands and to accommodate operation of the warehouse. All required improvements to existing electrical, natural gas, or telecommunications utilities would occur within the existing roadways adjacent to the Project site, including Sierra Avenue and Mango Avenue. Sufficient water supplies and wastewater treatment capacity would serve the Project site as shown in **Table 4.19-2** and **Table 4.19-3** of the Draft EIR. Additional energy infrastructure may be required to service the Project site; however, adequate electricity capacity exists to service the site. Additionally, natural gas and telecommunications services would adequately serve the Project site, and disturbance would only be required on the Project site and adjacent to existing roadways. All areas adjacent to the existing roadways also are heavily disturbed and are within the overall footprint of Project and any impacts are therefore, discussed and disclosed as part of the Draft EIR within the various sections of this document. As such, upgrades to existing utilities are already evaluated as part of the overall Project. Therefore, impacts associated with extension of services in these areas and within the site, are less than significant. (Draft EIR Page 4.19-16)

B. Would sufficient water supplies be available to serve the Project and reasonably foreseeable future development during normal, dry, and multiple dry years? (Threshold "4.19-2")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The Project's water service provider is the West Valley Water District (WVWD) which currently has a surplus of water supplies and anticipates adequate capacity for the entire service area through the year 2045. Based on the project expected water usage rates, the Project would be adequately serviced by WVWD and would result in less than significant impacts on services provided by the water service providers. (Draft EIR Page 4.19-16)

C. Would the Project result in a determination by the wastewater treatment provider which serves or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? (Threshold "4.19-3")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The Project's wastewater service provider is the Inland Empire Utilities Agency (IEUA) which has wastewater treatment facilities in the cities of Rancho Cucamonga and Ontario and the City of Rialto which treats a portion of the City's wastewater. The Project site would be serviced by the IEUA which anticipates adequate treatment capacity to serve the Project, which would generate approximately 0.46% of the remaining IEUA treatment capacity. As such, the project is anticipated to cause a less than significant impact on services provided by the wastewater service provider. (Draft EIR Page 4.19-16)

D. Would the Project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals? (Threshold "Impact 4.19-4")

Finding: Less-than-Significant Impact

Facts in Support of Finding: Solid waste generated by construction and operation of the Project would be collected and handled in compliance with any applicable regulation including those in Section 24 of the City's Municipal Code, through service provided by Burrtec Waste Industries, Inc. All solid wastes would be deposited at the Mid Valley Landfill, operated by the San Bernardino County Department of Public Works. The Mid-Valley Landfill has a capacity of 7,500 tons of solid waste per day and a total capacity of 101,300,000 cubic yards. As of June 30, 2019, the landfill had 61,219,377 cubic yards of capacity available. The facility has a cease operation date of April 1, 2045. As of October 2017, the landfill accepted an average of 3,475 tons per day leaving a daily capacity of approximately 4,025 tons per day. Buildout of the Project is estimated to generate 5,658 pounds per day (PPD) of solid waste.

Overall, sufficient landfill capacity is available in the region for the estimated solid waste generated by the Project during operations, and Project development would not require an expansion of landfill capacity. Impacts would be less than significant for the operational phase. The Project would implement the requirements of the City's Integrated Waste Department's Refuse & Recycling Planning Manual on refuse and recycling storage and access for service, as well as addressing the City's recycling goals. The requirements of the MC Chapter 24, Solid Waste and Recycling, would also be implemented to ensure that the Project complies with all applicable state and federal laws, including, but not limited to, the Integrated Waste Management Act of 1989. A construction waste management plan would be submitted

and implemented in compliance with Section 4.408 of the 2019 CALGreen Code. Therefore, a less than significant impact would occur as the Project would not generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals. (Draft EIR Page 4.19-18)

E. Would the Project comply with federal, State, and local management and reduction statutes and regulations related to solid waste? (Threshold "Impact 4.19-5")

Finding: Less-than-Significant Impact

Facts in Support of Finding: The Project would comply with all federal, state, and local management reduction strategies related to solid waste and would be serviced by adequate capacity as mentioned above. Less than significant impacts would occur. (Draft EIR Page 4.19-18)

2.2.19 Wildfire

A. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Project substantially impair an adopted emergency response plan or emergency evacuation plan? (Threshold "Impact 4.20-1")

Finding: Less-than-Significant Impact

Facts in Support of Finding: According to CAL FIRE's Very High Fire Hazard Severity Zones exhibit, the Project resides in a Non-VHFHSZ Zone and is not identified as a State Responsibility Area (SRA). The nearest VHFHSZ within an SRA is approximately 2.3 miles north of the Project site. However, according to the City's Local Hazard Mitigation Plan, the Project site is identified within a High FHSZ within an LRA. Emergency services to the Project would be provided by the SBCFD through the FFPD, which would serve as first responders in case of any structural fire and medical emergency response service, as well as other diverse emergency management and response programs. Although urban structural fire conflagration is relatively low in the City, the SBCFD is able to provide rapid response through the implementation of programs such as their Emergency Medical Services (EMS) that consists of certified paramedics who are trained to provide Advanced Life Support (ALS) services to treat a variety of injuries and illnesses. The two closest stations to the Project site are Fire Station 78, located approximately 1.8 miles southwest of the Project site at 7110 Citrus, and Fire Station 79, located approximately two miles northwest of the Projects site at 5075 Coyote Canyon Road. It is important that existing roadways and emergency routes are maintained in support of emergency vehicles and that the proposed Project provide adequate site access for emergency vehicles.

As described in Draft EIR Section 4.17: Transportation, the plan checks and building permit process by the FFPD and SBCFD includes review of access for emergency vehicles, in accordance with the CFC. Compliance with the requirements for emergency lane width, vertical clearance, and distance would ensure that adequate emergency access is available for all new development and redevelopment projects. The Project site is also within an existing developed area of the City where roadways already exist, so no new roadways are required. Additionally, the developer is expected to pay the necessary development fees prior to construction, as indicated in the Fontana MC Section 11.2. Due to quick response times,

building designs compliance with state, regional, and local codes, and designation of the Project site in a Non-VHFHSZ zone, the Project will cause a less than significant impact to the SBCFD's emergency response plan and evacuation plan.

Lastly, according to the City's General Plan Land Use Map, the Project site is located in a Fire Hazard Overlay. Therefore, the Project would adhere to the regulations, development standards, and guidelines provided in the City's Zoning and Development Code Chapter 30, Article IX – Overlay Districts, Division 8 – Fire Hazard Overlay District, which would ensure greater public safety is provided in areas prone to wildfires. Therefore, through compliance with applicable fire codes, fire access, and other standards in accordance with Fire Hazard Overlay District, CFC, and Fontana MC, the Project would not substantially impair an adopted emergency response plan or emergency evacuation plan and a less than significant impact would occur. (Draft EIR Page 4.20-12)

B. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Project due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? (Threshold "Impact 4.20-2")

Finding: Less-than-Significant Impact

Facts in Support of Finding: According to CAL FIRE's Very High Fire Hazard Severity Zones exhibit, the Project resides in a Non-VHFHSZ Zone and is not identified as an SRA. However, according to the City's Local Hazard Mitigation Plan, the Project site is identified within a High FHSZ within an LRA. The City identifies factors contributing to the high, widespread wildfire risk in the City; these include narrow and often one-lane and/or dead-end roads complicating evacuation and emergency response, nature and frequency of ignitions and increasing population density leading to more ignitions; slope of the foothills; and residential development along the foothills. The Project site is not located in areas with steep slopes that can accelerate the spread of wildfire and it is listed as a non-VHFHSZ site, so wildfire risk is minimal. The site and surrounding areas contain little to no vegetation and do not contain tall or even a substantial number of tall trees that would experience a crown fire. Due to the existing urbanized setting of the Project, wildfire risk is minimal due to lack of fuel.

Therefore, due to the presence of surrounding development, presence of area roadways, lack of steep slopes, and concrete construction of the Project, it is not likely to be affected by a wildfire during construction or operations. Lastly, the warehouse structure would be predominantly concrete which is not typically susceptible to fire. As a result, impacts would be less than significant. (Draft EIR Page 4.20-12)

2.3 Impacts Identified in the EIR as Potentially Significant that Have been Mitigated to a Level of Less than Significant

The Planning Commission hereby finds that feasible mitigation measures have been identified in the EIR that will avoid or substantially lessen the following potentially significant environmental impacts to a less

than significant level, pursuant to CEQA Guidelines § 15091(a)(1). The potentially significant impacts, and the mitigation measures that will reduce them to a less than significant level, are as follows:

2.3.1 Air Quality

B. Would the Project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard? (Threshold "Impact 4.3-2")

Finding: Less-than-Significant Impact with Mitigation

Facts in Support of Finding: Construction associated with the Project would generate short-term emissions of criteria air pollutants. The criteria pollutants of primary concern within the Project area include O3-precursor pollutants (i.e., ROG and NO_X) and PM_{10} and $PM_{2.5}$. Construction-generated emissions are short term and of temporary duration, lasting only as long as construction activities occur and would be considered a significant air quality impact if the volume of pollutants generated exceeds the SCAQMD's thresholds of significance. Unmitigated construction emissions would exceed the SCAQMD threshold for ROG. The majority of ROG emissions occur from architectural coating activity. **Mitigation Measure (MM) AQ-1** requires that all architectural coatings be super-compliant low VOC paints, consisting of no more than 10 grams per liter (g/L) of VOC. Implementation of **MM AQ-1** would reduce construction impacts to below the SCAQMD's thresholds. Impacts would be less than significant with mitigation incorporated.

The Project's operational emissions would be associated with area sources (e.g., landscape maintenance equipment, architectural coatings, off-road equipment, etc.), energy sources, mobile sources (i.e., motor vehicle use), and off-road equipment. Primary sources of operational criteria pollutants are from motor vehicle use and area sources.

The City of Fontana adopted the Industrial Commerce Center Sustainability Standards Ordinance (Ordinance) in April 2022, applicable to all warehouse uses throughout the City. The Ordinance requires warehouse uses to meet and exceed all state and federal environmental standards. Standards include providing adequate buffering and screening from adjacent sensitive receptors, implementing appropriate signage and traffic patterns, incorporating alternative energy, and other operation and construction measures such as the use of super-compliant VOC architectural coatings and highest rated CARB Tier technology for construction equipment. The Project would be required to comply with all applicable standards of the Ordinance and final documentation of compliance would be subject to review and approval prior to issuance of applicable permits.

Rule 2305 requires the Project operator to directly reduce NO_X and PM emissions or to otherwise facilitate emission and exposure reductions of these pollutants in nearby communities. Alternatively, warehouse operators can choose to pay a mitigation fee. Funds from the mitigation fee will be used to incentivize the purchase of cleaner trucks and charging/fueling infrastructure in communities nearby. Warehouse owners and operators are required to earn Warehouse Actions and Investments to Reduce Emissions (WAIRE) Points each year. WAIRE points are a menu-based system earned by emission reduction measures.

Warehouse operators are required to submit an annual WAIRE Report which includes truck trip data and emission reduction measures. WAIRE points can be earned by completing actions from a menu that can include acquiring and using natural gas, NZE and/or ZE on-road trucks, zero-emission cargo handling equipment, solar panels or zero-emission charging and fueling infrastructure, or other options. Therefore, the Project operator would be required to implement additional emission reduction strategies. Conservatively, this analysis does not take credit for these potential reductions. Compliance with Rule 2305 would reduce emissions below what is currently analyzed. As such, impacts would be less than significant with mitigation incorporated. (Draft EIR Page 4.3-22)

Standard Conditions and Requirements

Standard Conditions are existing requirements and standard conditions that are based on local, state, or federal regulations or laws that are frequently required independently of CEQA review. Typical standard conditions and requirements include compliance with the provisions of the Building Code, SCAQMD Rules, etc. The City may impose additional conditions during the approval process, as appropriate. Because Standard Conditions are neither Project-specific nor a result of development of the Project, they are not considered to be either Project Design Features or Mitigation Measures.

SC AQ-1 Prior to the issuance of grading permits, the City Engineer shall confirm that the Grading Plan, Building Plans and Specifications require all construction contractors to comply with South Coast Air Quality Management District's (SCAQMD's) Rules 402 and 403 to minimize construction emissions of dust and particulates. The measures include, but are not limited to, the following:

- Portions of a construction site to remain inactive longer than a period of three months will be seeded and watered until grass cover is grown or otherwise stabilized.
- All on-site roads will be paved as soon as feasible or watered periodically or chemically stabilized.
- All material transported off site will be either sufficiently watered or securely covered to prevent excessive amounts of dust.
- The area disturbed by clearing, grading, earthmoving, or excavation operations will be minimized at all times.
- Where vehicles leave a construction site and enter adjacent public streets, the streets will be swept daily or washed down at the end of the workday to remove soil tracked onto the paved surface.

SC AQ-2 Pursuant to SCAQMD Rule 1113, the Project Applicant shall require by contract specifications that the interior and exterior architectural coatings products used would have a volatile organic compound rating of 50 grams per liter or less.

SC AQ-3 Require diesel powered construction equipment to turn off when not in use per Title 13 of the California Code of Regulations, Section 2449.

SC AQ-4 Pursuant to SCAQMD Rule 445, the installation of any open or enclosed permanently installed wood burning device is prohibited.

SC AQ-5 The Project shall be designed in accordance with the applicable Title 24 Energy Efficiency Standards for Residential and Nonresidential Buildings (California Code of Regulations [CCR], Title 24, Part 6). These standards are updated, nominally every three years, to incorporate improved energy efficiency technologies and methods. The Building Official, or designee shall ensure compliance prior to the issuance of each building permit. The Title 24 Energy Efficiency Standards (Section 110.10) require buildings to be designed to have 15 percent of the roof area "solar ready" that will structurally accommodate later installation of rooftop solar panels. If future building operators pursue providing rooftop solar panels, they will submit plans for solar panels prior to occupancy.

SC AQ-6 The Project shall be designed in accordance with the applicable California Green Building Standards (CALGreen) Code (24 CCR, Part 11). The Building Official, or designee shall ensure compliance prior to the issuance of each building permit. These requirements include, but are not limited to:

- Design buildings to be water-efficient. Install water-efficient fixtures in accordance with Section 4.303 (residential) and Section 5.303 (nonresidential) of the California Green Building Standards Code Part 11.
- Recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 4.408.1 (residential) and Section 5.408.1 (nonresidential) of the California Green Building Standards Code Part 11.
- Provide storage areas for recyclables and green waste and adequate recycling containers located in readily accessible areas in accordance with Section 4.410 (residential) and Section 5.410 (nonresidential) of the California Green Building Standards Code Part 11.
- Provide designated parking for any combination of low-emitting, fuel efficient and carpool/van pool vehicles. At least eight percent of the total parking spaces are required to be designated in accordance Section 5.106.5.2 (nonresidential), Designated Parking for Clean Air Vehicles, of the California Green Building Standards Code Part 11.
- To facilitate future installation of electric vehicle supply equipment (EVSE), residential construction shall comply with Section 4.106.4 (residential electric

vehicle charging) of the California Green Building Standards Code Part 11 and nonresidential construction shall comply with Section 5.106.5.3 (nonresidential electric vehicle charging) of the California Green Building Standards Code Part 11.

SC AQ-7 The Project shall be designed in accordance with the development standards of the City of Fontana Industrial Commerce Center Sustainability Standards Ordinance. The Building Official, or designee shall ensure compliance prior to the issuance of each building permit. These requirements include, but are not limited to:

- Buffering and Screening / Adjacent uses (Sec. 9-71): include appropriate landscaping buffer between warehouse building and adjacent sensitive receptors; all landscaping shall be drought tolerant, loading docks and truck entries shall be oriented away from abutting sensitive receptors.
- Signing and Traffic Patterns (Sec. 9-72): Post anti-idling signage indicating a 3-minute diesel truck idling restriction, prepare and submit a Truck Route Map, provide adequate stacking depth within property (minimum 140 feet).
- Alternative Energy (Sec. 9.73): On-site motorized operational equipment shall be zero emission, all building roofs shall be solar ready, at least 10 percent of all passenger vehicle parking spaces shall be electric vehicle (EV) ready, at least 5 percent of all passenger vehicle parking spaces shall be equipped with working Level 2 Quick charge EV charging stations, electric plug-in units shall be installed at every dock door servicing refrigerated space, provide bicycle parking.
- Operation and Construction (Sec. 9-74): Ensure that electrical rooms are sized to accommodate potential need for additional electrical panels, use super-compliance VOC coatings, use the highest rated CARB Tier technology for construction equipment, use electric-powered hand tools and forklifts.

Mitigation Measures

MM AQ-1 **Low VOC Paint (Construction).** During construction, the Project shall utilize "Super-Compliant) low VOC paints which have been reformulated to exceed the regulatory VOC limits (i.e., have a lower VOC content than what is required) put forth by SCAQMD's Rule 1113 for all architectural coatings. Super-Compliant low VOC paints shall be no more than 10g/L of VOC. Prior to issuance of building permits, the City of Fontana Building and Safety Department shall confirm that plans include the following specifications:

- All architectural coatings will be super-compliant low VOC paints.
- Recycle leftover paint. Take any leftover paint to a household hazardous waste center; do not mix leftover water-based and oil-based paints.
- Keep lids closed on all paint containers when not in use to prevent VOC emissions and excessive odors.
- For water-based paints, clean up with water only. Whenever possible, do not rinse the cleanup water down the drain or pour it directly into the ground or the storm

drain. Set aside the can of cleanup water and take it to the hazardous waste center (www.cleanup.org).

- Use compliant low-VOC cleaning solvents to clean paint application equipment.
- Keep all paint- and solvent-laden rags in sealed containers to prevent VOC emissions.
- Contractors shall construct/build with materials that do not require painting and use pre-painted construction materials to the extent practicable.
- Use high-pressure/low volume paint applicators with a minimum transfer efficiency of at least 50 percent or other application techniques with equivalent or higher transfer efficiency.

2.3.2 Biological Resources

A. Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or U. S. Fish and Wildlife Service? (Threshold "Impact 4.4-1")

Finding: Less-than-Significant Impact with Mitigation Incorporated

Facts in Support of Finding:

Special Status Plant Species

No special-status plant species were observed during the habitat assessment (HA). Based on habitat requirements for the identified special-status species, known species distributions, and the quality and availability of habitats present, it was determined that the Project site does not have the potential to support any of the special-status plant species known to occur in the vicinity of the site. The Project would be confined to existing developed areas, and areas that primarily support landscaped areas. As a result, no impacts to special-status plant species are expected to occur, and no additional surveys are recommended.

Special-Status Wildlife Species

The Project site is almost entirely composed of and surrounded by developed land, sufficiently isolating potential on-site habitat from natural areas through which most special-status wildlife species might gain access to the site.

No special-status wildlife species were observed during the HA. It was further determined that the Project site does not have the potential to support any of the other special-status wildlife species known to occur in the vicinity of the Project site. Based on habitat requirements for special-status species and the availability and quality of on-site habitats, it was determined that the Project site has a low potential to provide minimal foraging habitat for special-status wildlife species.

In order to minimize potential impacts to bird nesting sites **MM BIO-1** would require the completion of a pre-construction nesting bird clearance survey. Therefore, impacts to the aforementioned common and

special-status wildlife or plant species would be less than significant with mitigation measures applied. (Draft EIR Page 4.4-13)

Mitigation Measures

MM BIO-1 Bird nesting season generally extends from February 1 through August 31 in southern California. To avoid impacts to nesting birds (common and special-status) during the nesting season, a qualified Avian Biologist will conduct pre-construction Nesting Bird Surveys (NBS) three days prior to project-related disturbance to identify any active nests. If no active nests are found, no further action will be required. If an active nest is found, the biologist will set appropriate no-work buffers around the nest which will be based upon the nesting species, its sensitivity to disturbance, nesting stage and expected types, intensity, and duration of disturbance. The nests and buffer zones shall be field checked weekly by a qualified biological monitor. The approved no-work buffer zone shall be clearly marked in the field, within which no disturbance activity shall commence until the qualified biologist has determined the young birds have successfully fledged and the nest is inactive.

2.3.3 Cultural Resources

B. Would the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5? (Threshold "Impact 4.5-2")

Finding: Less-than-Significant Impact with Mitigation Incorporated

Facts in Support of Finding: The Cultural Resource Assessment determined the Project site does not contain archaeological resources of significance. Results of the site visit revealed surficial sediments have been disturbed across the Project property by the development four industrial buildings in the 1980s. The extant data indicate that there is a low potential for encountering intact buried prehistoric or historic archaeological deposits in the Project site. No prehistoric archaeological resources have been identified within 0.5-mile of the Project site. Furthermore, the absence of any major water source in the vicinity of the Project suggests the area would not have been attractive to prehistoric groups as either a habitation locale or for resource procurement. Review of historical topographic maps and aerial photographs indicates that the Project site remained undeveloped until the mid-twentieth century. As such, it is unlikely that significant historic period archaeological remains would be present within the Project area. However, in the event that a potentially significant archaeological resource is encountered during Project-related ground-disturbing activities, **SC CUL-1** and **MMs CUL-1** and **CUL-2** would apply to further minimize potential impacts to archaeological resources. With implementation of **SC CUL-1** and **MMs CUL-1** and **CUL-2,** impacts regarding a substantial adverse change of an archaeological resource would be less than significant. (Draft EIR Page 4.5-17)

Standard Condition

SC CUL-1 Upon discovery of any tribal cultural or archaeological resources, cease construction activities in the immediate vicinity of the find until the find can be assessed. All tribal cultural and archaeological resources unearthed by project construction activities shall be

evaluated by the qualified archaeologist and tribal monitor/consultant. If the resources are Native American in origin, interested Tribes (as a result of correspondence with area Tribes) shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the Tribe will request preservation in place or recovery for educational purposes. Work may continue on other parts of the project while evaluation takes place.

Preservation in place shall be the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavation to remove the resource along the subsequent laboratory processing and analysis. All Tribal Cultural Resources shall be returned to the Tribe. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be offered to the Tribe or a local school or historical society in the area for educational purposes.

Archaeological and Native American monitoring and excavation during construction projects shall be consistent with current professional standards. All feasible care to avoid any unnecessary disturbance, physical modification, or separation of human remains and associated funerary objects shall be taken. Principal personnel shall meet the Secretary of the Interior standards for archaeology and have a minimum of 10 years' experience as a principal investigator working with Native American archaeological sites in southern California. The Qualified Archaeologist shall ensure that all other personnel are appropriately trained and qualified.

Mitigation Measures

MM CUL-1 In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed within **MM TCR-1**, regarding any pre-contact and/or historic-era finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.

MM CUL-2 If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within **MM TCR-1**. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.

C. Would the Project disturb any human remains, including those interred outside of dedicated cemeteries? (Threshold "Impact 4.5-3")

Finding: Less-than-Significant Impact with Mitigation Incorporated

Facts in Support of Finding: The Project is located in an area mainly developed with industrial and residential uses and is not located near a formal cemetery. The Project site is currently developed and is within a highly urbanized area where discovery of unknown human remains would not be expected. However, in the unlikely event human remains are discovered during Project construction, the Project would comply with HSC Sections 7050.5 through 7055 and PRC Section 5097.98 and 5097.99 which would require all construction to halt and immediate correspondence with a qualified archaeologist, a Native American monitor, and the County Coroner. (Draft EIR Page 4.5-18)

Standard Condition

SC CUL-2 If human remains are encountered during the undertaking, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission (NAHC) within 24 hours, which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC.

Mitigation Measures

MM CUL-3 If human remains or funerary objects are encountered during any activities associated with the Project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code Section 7050.5 and that code enforced for the duration of the Project.

2.3.4 Hazards and Hazardous Materials

A. Would the Project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? (Threshold "4.9-1")

Finding: Less-than-Significant Impact with Mitigation Incorporated

Facts in Support of Finding: During construction of the Project site, the transport, use, and disposal of hazardous materials on-site and off-site during would occur, which include fuels, paints, mechanical fluids, and solvents, but would not be present in such a quantity or used in such a manner that would pose a significant hazard to the public. In addition, should a spill or other hazardous materials incident occur, construction staff are well versed in how to handle such a situation, including containment and who to contact if such a situation occurs. Although no export of soil is anticipated from the Project site, any disposal or transport of demolition materials and any graded soils from the Project site may increase the potential for the exposure of hazardous materials due to the present industrial land use of the site. Implementation of **MMs HAZ-1** and **HAZ-2** would ensure proper handling of contaminated soils and

substances which may be encountered and implement assistance in the management of soil during planned future development due to the Project site's historical industrial use.

The operations of the proposed facility would be expected to use limited hazardous materials and substances which would be limited to cleaners, paints, solvents, and fertilizers and pesticides for site landscaping. The use, storage, transport, and disposal of hazardous materials would be governed by existing regulations of several agencies, including the U.S. EPA, U.S. Department of Transportation, and the California Division of Occupational Safety and Health. Compliance with applicable laws and regulations governing the use, storage, transportation, and disposal of hazardous materials would ensure that all potentially hazardous materials are used and handled in an appropriate manner and would minimize the potential for safety impacts. The Project would also be operated with strict adherence to all emergency response plan requirements set forth by the City of Fontana Local Hazard Mitigation Plan (LHMP). Furthermore, strict adherence to all emergency response plan requirements set forth by SBCFD would be required through the duration of the Project construction phase. Therefore, hazards to the public or the environment arising from the routine use of hazardous materials during Project construction and operations would be less than significant with mitigation incorporated. (Draft EIR Page 4.9-20)

Mitigation Measures

MM HAZ-1 If potentially contaminated soil is identified during site disturbance activities for the Project, as evidenced by discoloration, odor, detection by instruments, or other signs, a qualified environmental professional shall inspect the site, determine the need for sampling to confirm the nature and extent of contamination, and provide a written report to the Site Developer or Lead Agency, as applicable, stating the recommended course of action. Depending on the nature and extent of contamination, the qualified environmental professional shall have the authority to temporarily suspend construction activity at that location for the protection of workers or the public. If, in the opinion of the qualified environmental professional, substantial remediation may be required, Site Developer or Lead Agency, as applicable, shall contact representatives of the San Bernardino County Fire Department and/or DTSC for guidance and oversight and shall comply with all performance standards and requirements of the respective agency for proper removal and disposal of contaminated materials.

MM HAZ-2 Prior to the issuance of a demolition permit for any buildings or structures on-site, if hazardous substances are used and/or stored greater than as specified by the applicable health and safety code, the Project applicant shall prepare and implement a Hazardous Materials Management Plan in accordance with all applicable standards set forth by the Hazardous Material Division of the San Bernardino County Fire Department, for facilities that store, handle, or use regulated substances as defined in the California Health and Safety Code Section 25532 in excess of threshold quantities, identifying and developing methods of protection from the hazards presented by the hazardous materials. This report shall also explain the proposed facility's intended methods of operation and list all of the proposed materials, their quantities, classifications, and the effects of any chemical (material) inter-mixing in the event of an accident or spill. This plan shall be prepared by

a qualified person, firm, or corporation and submitted to Fontana Building & Safety and reviewed and approved by the San Bernardino County Fire Department through the Certified Unified Program Agencies (CUPA) process prior to implementation as required by the California Accidental Release Prevention (CalARP) Program.

B. Would the Project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? (Threshold "Impact 4.9-2")

Finding: Less-than-Significant Impact with Mitigation Incorporated

Facts in Support of Finding: The construction of the Project could result in hazards to the public or the environment through the accidental upset or release of hazardous materials caused by accidental spillage of hazardous materials used during construction phases, or as a result of the exposure of contaminated soil during grading activities. The Project site is not listed on an NPL or Superfund site, and there are no oil wells within 1,000 feet. No significant environmental concerns were noted on the historical aerial photographs. Database searches did not reveal any USTs.

The demolition of existing structures and removal of graded soil throughout the site could potentially release some of the hazardous materials historically found on the site. Although no current violations were noted, given the age of the on-site structures, there is a moderate likelihood that asbestos containing materials (ACM) are present in the building materials on the Project site. Therefore, in accordance with **MM HAZ-2**, prior to the issuance of a demolition permit for any buildings or structures on-site, a comprehensive ACM survey shall be conducted, reducing impacts to less than significant.

The Phase II investigation included the collection of soil samples in the vicinity of chemical uses at the Davis Partners property, which is an REC due to poor housekeeping practices. Based on these results, there is a low likelihood that elevated concentrations of selected chemicals are present in soil in the vicinity of the chemical uses. However, due to proximity of the Mid-Valley Sanitary Landfill, there is still potential for methane gas exposure, therefore, **MM HAZ-3** would be implemented, which would require the Project to be designed and constructed in accordance with 27 CCR Section 21190(g), which will prevent gas migration into the building.

Despite the limited potential for the exposure of the public and environment to hazardous materials, with implementation of **MM HAZ-2** and **MM HAZ-3**, and compliance with all applicable federal, state, and local regulations, the impact would be reduced to less than significant levels with mitigation incorporated.

Project operations would not involve the routine transport, use, and storage of materials/chemicals typical of industrial facilities. Use of these materials could create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. However, as discussed in Impact 4.9-1 above, the routine transport, use, and disposal of these materials during Project operations must adhere to federal, state, and local regulations for transport, handling, storage, and disposal of hazardous substances. The Project would also be subject to compliance with the regulatory framework which would ensure that Project

operations would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. A less than significant impact would occur in this regard. (Draft EIR Page 4.9-22)

Mitigation Measures

MM HAZ-3 Prior to the issuance of a demolition permit for any buildings or structures on-site, the Master Developer or Site Developer, as applicable, shall conduct a comprehensive asbestos containing materials (ACM) survey to identify the locations and quantities of ACM in above-ground structures. The Master Developer or Site Developer, as applicable, shall retain a licensed or certified asbestos consultant to inspect buildings and structures on-site. The consultant's report shall include requirements for abatement, containment, and disposal of ACM, if encountered, in accordance with South Coast Air Quality Management District (SCAQMD's) Rule 1403.

MM HAZ-4 All developments within 1,000 feet of the Mid-Valley Sanitary Landfill, shall be designed and constructed in accordance with the following, or in accordance with an equivalent design which will prevent gas migration into the building as per 27 CCR Section 21190(g):

1. a geomembrane or equivalent system with low permeability to landfill gas shall be installed between the concrete floor slab of the building and subgrade;
2. a permeable layer of open graded material of clean aggregate with a minimum thickness of 12 inches shall be installed between the geomembrane and the subgrade or slab;
3. a geotextile filter shall be utilized to prevent the introduction of fines into the permeable layer;
4. perforated venting pipes shall be installed within the permeable layer, and shall be designed to operate without clogging;
5. the venting pipe shall be constructed with the ability to be connected to an induced draft exhaust system;
6. automatic methane gas sensors shall be installed within the permeable gas layer, and inside the building to trigger an audible alarm when methane gas concentrations are detected; and
7. periodic methane gas monitoring shall be conducted inside all buildings and underground utilities in accordance with Article 6, of Subchapter 4 of this chapter (Section 20920 et seq.).

2.3.5 Tribal Cultural Resources

A. Would the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site feature, place, cultural landscape that is geographically defined in terms of the size and scope of the

landscape, sacred place, or object with cultural value to a California Native American tribe, and that is (Threshold "Impact 4.18-1"):

i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or

ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code § 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code § 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Finding: Less-than-Significant Impact with Mitigation Incorporated

Facts in Support of Finding: For purposes of this impact analysis, a TCR is defined as a property that is eligible for inclusion in the CRHR because of its association with cultural practices or beliefs of a living community that (a) are rooted in that community's history, and (b) are important in maintaining the continuing cultural identity of the community. PaleoWest contacted the NAHC, as part of the CRA, on June 13, 2022, for a review of the SLF. The objective of the SLF search was to determine if the NAHC had any knowledge of Native American cultural resources (e.g., traditional use or gathering area, place of religious or sacred activity, etc.) within the immediate vicinity of the Project area. The NAHC responded on July 21, 2022, stating that the SLF search resulted in positive results and recommended that the Gabrieleno Band of Mission Indians – Kizh Nation be contacted to request information on known Native American cultural resources in the Project vicinity. In addition, the NAHC provided a list of 18 individuals representing 12 Native American tribal groups that may also have knowledge of cultural resources in the Project area.

Outreach letters were sent to the 18 recommended individuals on August 10, 2022. These letters were followed up on August 25, 2022. As of August 26, 2022, seven responses have been received:

- On August 11, 2022, Arysa Gonzalez Romero, Cultural Resources Analyst at the Tribal Historic Preservation Office of the Agua Caliente Band of Cahuilla Indians (ACBCI) emailed and stated that a record check of their cultural registry revealed that the Project is not located within the Tribe's Traditional Use Area.

- On August 22, 2022, Lacy Padilla also responded via email and confirmed the previous response and stated that the ACBCI would defer to the other tribes in the area.

- On August 12, 2022, Ryan Nordness, Cultural Resource Analyst for the Yuhaaviatam of San Manuel Nation (formerly known as the San Manuel Band of Mission Indians), emailed and stated that the Project is not located near any known cultural resources.

- On August 25, 2022, Andrew Salas, Chairperson of the Gabrieleno Band of Mission Indians – Kizh Nation, was reached via telephone and stated that the Project is located on the tribe's ancestral land and that they had concerns regarding the Project that they sent to the City of Fontana directly.

- On August 26, 2022, Robert Dorame, Chairperson of the Gabrielino Tongva Indians of California Tribal Council, was reached via telephone and stated that since most of the families in their tribe reside in coastal areas he would defer to the Tribal Consultant and Administrator, Christina Conley. Ms. Conley could not be reached for comment.

- On August 25, 2022, Mark Cochrane, Co-Chairperson of the Serrano Nation of Mission Indians, was reached via telephone and requested that he and Co-Chairperson Wayne Walker be contacted if any cultural materials are found during construction activities.

- On August 25, 2022, Joseph Ontiveros, Cultural Resource Department Lead for the Soboba Band of Luiseno Indians was reached via telephone and stated that he would defer to the San Manuel Band of Mission Indians.

The City commenced the AB 52 process by transmitting letters of notification to the California Native American tribes traditionally and culturally affiliated with the Project area on January 30, 2023. The City transmitted letters of notification to the following tribes: Yuhaaviatam of San Manuel Nation, Torres Martinez Desert Cahuilla Indians, San Gabriel Band of Mission Indians, Soboba Band of Luiseno Indians, and Gabrieleno Band of Mission Indians-Kizh Nation.

Yuhaaviatam of San Manuel Nation has elected to be a consulting party under CEQA and requests that the mitigation measures identified below (**MMs TCR-1 and -2**), be made a part of the Project/permit/plan conditions. Additionally, the Gabrieleño Band of Mission Indians – Kizh Nation responded with **MMs TCR-3** through **-5**, which have been incorporated into the Project.

The CRA did not identify any Native American archaeological resources on or within the vicinity of the Project site. Record search data obtained from the SCCIC indicate no prehistoric archaeological resources have been documented within 0.5-mile of the Project site. Furthermore, no evidence of prehistoric remains (e.g., areas of darker soil with concentrations of ash, charcoal, fragments of animal bone, shell, flaked stone, ground stone, or human bone) were identified during the pedestrian survey. Because the Project site has been heavily disturbed, it is unlikely to contain significant prehistoric period archaeological deposits.

No cultural resources that are eligible for listing on the CRHR as TCRs were documented in the Project area. However, there is a potential for unknown buried archaeological resources that qualify as TCRs to be encountered during Project-related ground-disturbing activities. In the event that a potentially significant archaeological resource is encountered during Project-related ground-disturbing activities, **MM CUL-1** would apply to minimize potential impacts to archaeological resources. Implementation of **MMs TCR-1** through **TCR-5** would further reduce impacts to any unknown or inadvertently discovered archaeological resources or human remains that are identified as TCRs. All such finds would be required to be treated in accordance with all CEQA requirements and all other applicable laws and regulations. With implementation of these measures, impacts to tribal cultural resources would be less than significant.(Draft EIR Page 4.18-8)

Mitigation Measures

Refer to ***Section 5.3.3: Cultural Resources*** for **SC CUL-1** and **MM CUL-1**.

MM TCR-1 The Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed in **MM CUL-1**, of any pre-contact and/or historic-era cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a cultural resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.

MM TCR-2 Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to YSMN. The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project.

MM TCR-3 Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities.

A. The project applicant/lead agency shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation. The monitor shall be retained prior to the commencement of any "ground-disturbing activity" for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.

B. A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.

C. The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request to the Tribe.

D. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may

involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs.

E. Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh will recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural and/or historic purposes.

MM TCR-4 Unanticipated Discovery of Human Remains and Associated Funerary Objects.

A. Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute.

B. If Native American human remains and/or grave goods discovered or recognized on the project site, then all construction activities shall immediately cease. Health and Safety Code Section 7050.5 dictates that any discoveries of human skeletal material shall be immediately reported to the County Coroner and all ground-disturbing activities shall immediately halt and shall remain halted until the coroner has determined the nature of the remains. If the coroner recognizes the human remains to be those of a Native American or has reason to believe they are Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission, and Public Resources Code Section 5097.98 shall be followed.

C. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).

D. Construction activities may resume in other parts of the project site at a minimum of 200 feet away from discovered human remains and/or burial goods, if the Kizh determines in its sole discretion that resuming construction activities at that distance is acceptable and provides the project manager express consent of that determination (along with any other mitigation measures the Kizh monitor and/or archaeologist deems necessary). (CEQA Guidelines Section 15064.5(f).)

E. Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. Any historic archaeological material that is not Native American in origin (non-TCR) shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes.

F. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

MM TCR-5 Procedures for Burials and Funerary Remains:

A. As the Most Likely Descendant ("MLD"), the Koo-nas-gna Burial Policy shall be implemented. To the Tribe, the term "human remains" encompasses more than human bones. In ancient as well as historic times, Tribal Traditions included, but were not limited to, the preparation of the soil for burial, the burial of funerary objects with the deceased, and the ceremonial burning of human remains.

B. If the discovery of human remains includes four or more burials, the discovery location shall be treated as a cemetery and a separate treatment plan shall be created.

C. The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all sacred materials.

D. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard should be posted outside of working hours. The Tribe will make every effort to recommend diverting the project and keeping the remains in situ and protected. If the project cannot be diverted, it may be determined that burials will be removed.

E. In the event preservation in place is not possible despite good faith efforts by the project applicant/developer and/or landowner, before ground-disturbing activities may resume on the project site, the landowner shall arrange a designated site location within the footprint of the project for the respectful reburial of the human remains and/or ceremonial objects.

F. Each occurrence of human remains and associated funerary objects will be stored using opaque cloth bags. All human remains, funerary objects, sacred objects and objects of cultural patrimony will be removed to a secure container on site if possible. These items should be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site but at a location agreed upon between the Tribe and the landowner at a site to be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.

G. The Tribe will work closely with the project's qualified archaeologist to ensure that the excavation is treated carefully, ethically and respectfully. If data recovery is approved by the Tribe, documentation shall be prepared and shall include (at a minimum) detailed descriptive notes and sketches. All data recovery data recovery-

related forms of documentation shall be approved in advance by the Tribe. If any data recovery is performed, once complete, a final report shall be submitted to the Tribe and the NAHC. The Tribe does NOT authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains.

2.3.6 Wildfire

A. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment? (Threshold "Impact 4.20-3")

Finding: Less-than-Significant Impact with Mitigation Incorporated

Facts in Support of Finding: According to CAL FIRE's Very High Fire Hazard Severity Zones exhibit, the Project resides in a Non-VHFHSZ Zone and is not identified as an SRA. However, according to the City's Local Hazard Mitigation Plan, the Project site is identified within a High FHSZ within an LRA. The Project includes construction of an approximately 398,514-square foot warehouse facility, located at the northeast corner of Sierra Avenue and Clubhouse Drive within the City and is bounded to the north and south by existing commercial/industrial buildings, to the west by Sierra Avenue, and to the east by Mango Avenue. The Project does not include any interior roadways, fuel breaks, emergency water sources, or above ground power or utility lines that would exacerbate a fire hazard with their installation or in their operations. The improvements of Mango Avenue similarly would not exacerbate fire hazard as the roadway improvement would increase accessibility to the Project site. Impacts in this regard would be less than significant and no additional impacts related to fire protection or wildfire would occur. No mitigation is required. (Draft EIR Page 4.20-13).

Mitigation Measures

MM FIRE-1 **Fire Safety Requirements.** The Project shall be required to comply with all Fire Safety Requirements as identified in Section 5 of the Fire Protection Plan prepared for the Project (Appendix L). Conformance with these requirements shall be verified by the San Bernardino County Fire Department during design review prior to the issuance of building and grading permits.

B. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes? (Threshold "Impact 4.20-4")

Finding: Less-than-Significant Impact with Mitigation Incorporated

Facts in Support of Finding: According to CAL FIRE's Very High Fire Hazard Severity Zones exhibit, the Project resides in a Non-VHFHSZ Zone and is not identified as an SRA. However, according to the City's Local Hazard Mitigation Plan, the Project site is identified within a High FHSZ within an LRA. As discussed above, the Project does not contain steep slopes and is flat. Slopes can be an important factor relative to

wildfire because steeper slopes can facilitate more rapid-fire spread. No flooding risk would occur should a wildfire occur in the Project vicinity. No evidence of on-site landslides or debris flow was observed during field investigations or documented on the California Geologic Survey Landslide inventory. There is no risk of land sliding and rockfall for the Project site and surrounding locations, as these areas do not have steep slopes or contain loose rock or debris. According to the City of Fontana Flood Insurance Rate Map, published by FEMA, Community Panel Number 06071C7920H, dated August 27, 2008, the Project site is located in Zone X, an area of minimal flood hazard. The potential for flooding on the Project site, therefore, is considered low.

Additionally, the Project would include the installation of an integrated, on-site system consisting of measures designed to capture and control stormwater. These measures may include, but would not necessarily be limited to, underground storm drainpipes, catch basins, underground infiltration basins, and other structural best management practices to capture on-site stormwater runoff, and temporarily capture and hold stormwater before conveying the runoff offsite. In addition, the Project includes BMPs and low impact development to minimize run-off and maximize infiltration. These structures are designed to accommodate both existing drainage flows, and potential drainage flow increases that would result from Project implementation.

The Project also would not introduce new slopes that would exacerbate existing hazards of wildfire.

Therefore, due to the existing topography and low slopes both on the Project site and surrounding areas as well as proposed drainage improvements, as well as impervious areas and landscaping incorporated into Project design, the Project would not substantially exacerbate risks with slope instability due to landslides or flooding if a wildfire should occur in these areas. (Draft EIR Page 4.20-14).

Mitigation Measures

MM FIRE-1.

2.4 Impacts Identified in the EIR as being Significant and Unavoidable

The Planning Commission hereby finds that, with the incorporation of all applicable mitigation measures, the Project and related approvals would be mitigated to a less than significant impact level.

2.5 Cumulative Impacts

Regarding the Project's potential to result in cumulative impacts, the City hereby finds as follows:

2.5.1 Aesthetics

When evaluating cumulative aesthetic impacts, several factors must be considered. The context in which the Project is being viewed would also influence the potential significance of a cumulative aesthetic impact. The Project is consistent with the existing Land Use and Zoning of the site and would reflect the existing and surrounding development. The Project, taken in sum with other past, present, and reasonably foreseeable projects would not substantially affect the already diminished and limited views of the San Gabriel Mountains. The City is becoming more urbanized and the contrast of the potential development, in comparison to the surrounding natural environment would be minimal.

In order for a cumulative aesthetic impact to occur, the cumulative nature of the Project site taken with other projects, as seen together or in proximity to each other must be cumulatively considerable. In the case of the Project, the potential aesthetic impacts related to views, aesthetics, and light and glare are less than significant. Mitigation measures beyond the required conformance to applicable policies and guidance in the Fontana MC and Fontana GP, are not required. As discussed above, Project-related impacts would be less than significant. (Draft EIR Page 4.1-11)

2.5.2 Agriculture And Forestry Resources

Implementation of the Project would have no impact on agricultural or forestry resources. The Project site is within light industrial zoned land within the City and there are no agricultural, forest land, or timberland zoning designated resources in the City of Fontana. Further, the redevelopment of the Project site would not pose an impact to the County's agricultural economy since the land is not classified as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. Therefore, this land would not be considerable for sustained agriculture activities. The Project site is classified instead as Urban Build-Up Land by the California Department of Conservation. Land of this type is commonly developed with structures for residential, commercial, infrastructure, or other developmental purposes. While the conversion of farmland may have an adverse cumulative effect on the County's agricultural economy, the incremental loss of this Project site's potential as farmland would not be considered cumulatively considerable. (Draft EIR Page 4.2-11)

2.5.3 Air Quality

Cumulative Setting

The cumulative setting for air quality includes the City of Fontana and SCAB. SCAB is designated as a nonattainment area for state standards of O_3, PM_{10}, and $PM_{2.5}$. The SCAB is designated as a nonattainment area for federal standards of O_3 and $PM_{2.5}$, attainment, and serious maintenance for federal PM_{10} standards, and is designated as unclassified or attainment for all other pollutants. Cumulative growth in population and vehicle use could inhibit efforts to improve regional air quality and attain the ambient air quality standards.

Cumulative Short-Term Emissions

The SCAB is designated nonattainment for O_3, PM_{10}, and $PM_{2.5}$ for state standards and nonattainment for O_3 and $PM_{2.5}$ for Federal standards. Appendix D of the SCAQMD White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution notes that projects do not have cumulatively considerable impacts if do not exceed the project-specific SCAQMD regional thresholds of significance, unless there is other pertinent information to the contrary. The mass-based regional significance thresholds published by the SCAQMD are designed to ensure compliance with both NAAQS and CAAQS and are based on an inventory of projected emissions in the SCAB. Therefore, if a project is estimated to result in emissions that do not exceed the thresholds, the project's contribution to the cumulative impact on air quality in the SCAB would not be cumulatively considerable. Project construction-related emissions by themselves would not exceed the SCAQMD significance thresholds for criteria pollutants. Therefore,

the Project would not generate a cumulatively considerable contribution to air pollutant emissions during construction.

The SCAQMD has developed strategies to reduce criteria pollutant emissions outlined in the AQMP pursuant to the FCAA mandates. The analysis assumed fugitive dust controls would be utilized during construction, including frequent water applications. SCAQMD rules, mandates, and compliance with adopted AQMP emissions control measures would also be imposed on construction projects throughout the SCAB, which would include related projects. Compliance with SCAQMD rules and regulations would further reduce the Project construction-related impacts. Therefore, Project-related construction emissions, combined with those from other projects in the area, would not substantially deteriorate local air quality. Construction emissions associated with the Project would not result in a cumulatively considerable contribution to significant cumulative air quality impacts.

Cumulative Operational Impacts

The SCAQMD has not established separate significance thresholds for cumulative operational emissions. The nature of air emissions is largely a cumulative impact. As a result, no single project is sufficient in size to, by itself, result in nonattainment of ambient air quality standards. Instead, individual project emissions contribute to existing cumulatively significant adverse air quality impacts. The SCAQMD developed the operational thresholds of significance based on the level above which individual project emissions would result in a cumulatively considerable contribution to the SCAB's existing air quality conditions. Therefore, a project that exceeds the SCAQMD operational thresholds would also be a cumulatively considerable contribution to a significant cumulative impact.

The Project operational emissions would not exceed SCAQMD thresholds. As a result, operational emissions associated with the Project would not result in a cumulatively considerable contribution to significant cumulative air quality impacts. Additionally, adherence to SCAQMD rules and regulations would alleviate potential impacts related to cumulative conditions on a project-by-project basis. Project operations would not contribute a cumulatively considerable net increase of any nonattainment criteria pollutant.

Conclusion

The SCAQMD's approach to assessing cumulative impacts is based on the AQMP forecasts of attainment of ambient air quality standards in accordance with requirements of the FCAA and CCAA. As discussed above, the Project would be consistent with the AQMP, which is intended to bring SCAB into attainment for all criteria pollutants. Since the Project's estimated construction and operational emissions would not exceed the applicable SCAQMD daily significance thresholds that are designed to assist the region in attaining both NAAQS and CAAQS, cumulative impacts would be less than significant with mitigation incorporated. (Draft EIR Page 4.3-34)

2.5.4 Biological Resources

Future development in accordance with the Project, in conjunction with cumulative development in the City, would increase development in a developed area and could result in impacts to biological resources.

The Project site provides limited value as a wildlife corridor due to its proximity to previous developments and transportation corridors; however, cumulative Project sites adjacent to the Jurupa Hills and San Gabriel Mountains foothills, which functions as wildlife corridors/habitat could be impacted by future development. Therefore, potential biological impacts would require evaluation on a case-by-case basis at the project level when future development is proposed. Each cumulative project would require separate discretionary permit approval and evaluation under CEQA, which would address potential biological resource impacts and identify necessary mitigation measures, where appropriate.

Consequently, the Project would not result in significant environmental impacts from the violation of biological resource requirements, the taking of special-status plants or wildlife, or degradation of wildlife corridors. Therefore, with the implementation of mitigation and compliance with regulatory requirements, the Project's contribution to cumulatively considerable impacts on biological resources would be less than significant. (Draft EIR Page 4.4-15)

2.5.5 Cultural Resources

For purposes of cumulative cultural impacts analysis, cumulative impacts are considered in connection with the anticipated future development projects in the City. Future cumulative development projects could encounter or impact cultural resources. The analysis is focused on the Project's potential for resulting in site-specific impacts that could contribute to a cumulative loss. Impacts are site-specific and not generally subject to cumulative impacts unless multiple projects impact a common resource, or an affected resource extends off-site across the locations of multiple projects, such as a historic townsite or district. With this in consideration, the cumulative analyses for cultural resources consider whether the Project, in combination with the past, present, and reasonably foreseeable projects, could cumulatively affect any common cultural resources. Projects located in an archaeologically sensitive area are required to conduct archaeological monitoring during construction, which would reduce cumulative impacts to a less-than-significant level. In addition, **SC CUL-1** and **MM CUL-1** would apply to the Project, ensuring that its contribution to cumulative impacts would not be considerable.

While no archaeological resources are expected on the Project site, the potential exists for undiscovered archaeological resources to be adversely impacted during Project construction. With implementation of **SC CUL-1** and **MM CUL-1**, Project construction would not cause a substantial adverse change in the significance of archaeological resources; a less than significant impact would occur.

Implementation of future projects in the Project vicinity could involve actions that could damage historical and archaeological resources specific to those Project sites. However, all projects would be subject to CEQA review, including studies of historical and archaeological resources that are present or could be present on-site. Where significant or potentially significant impacts are identified, implementation of all feasible mitigation would be required to reduce potentially significant impacts. As with the Project, all cumulative development in the area would undergo environmental and design review on a project-by-project basis pursuant to CEQA, in order to evaluate potential impacts to cultural resources and avoid or reduce any impacts.

Results of the records search, assessment of historical imagery, and the pedestrian survey indicated the Project site and area have a low archaeological sensitivity. No historic-era resources were identified on the Project site. Therefore, the Project would not considerably contribute to cumulative impacts to historical resources.

Project-level impacts to human remains would be less than significant. Standard regulatory requirements and procedures will also apply to other present and reasonably foreseeable future projects, and cumulative impacts would be less than significant. (Draft EIR Page 4.5-18)

2.5.6 Energy

Construction and operations associated with implementation of the Project would result in the use of energy, but not in a wasteful manner. The Project would not cause or result in the need for additional energy producing or transmission facilities. The Project would not engage in wasteful or inefficient uses of energy and aims to achieve energy conservations goals within the State of California. Additionally, the Project would be subject to compliance with all federal, state, and local requirements for energy efficiency.

The Project and new development projects located within the cumulative study area would also be required to comply with all the same applicable federal, state, and local measures aimed at reducing fossil fuel consumption and the conservation of energy. The anticipated Project impacts, in conjunction with cumulative development in the vicinity, would increase urbanization and result in increased energy use. Potential land use impacts are site-specific and require evaluation on a case-by-case basis. The Project would not result in significant impacts to state or local plans for renewable energy or energy efficiency. Therefore, the Project and identified cumulative projects are not anticipated to result in a significant cumulative impact. Therefore, potential impacts are considered less than significant. (Draft EIR Page 4.6-12)

2.5.7 Geology And Soils

Geology and soil-related impacts are generally site-specific and are determined by a particular site's soil characteristics, topography, and proposed land uses. Development projects are analyzed on an individual basis and must comply with established requirements of the applicable jurisdiction's development requirements and the CBC as they pertain to protection against known geologic hazards and potential geologic and soil-related impacts.

Cumulative effects related to geology resulting from the implementation of future development of the warehouse site, as well as surrounding areas, could expose more persons and property to potential impacts due to seismic activity. Long-term impacts related to geology include the exposure of people to the potential for seismically induced ground shaking. Implementation of other cumulative projects would incrementally increase the number of people and structures subject to a seismic event. Seismic and geologic significance is considered on a project-by-project basis through the preparation of design-level geotechnical studies. The potential for any project to be affected by or any project to exacerbate an existing geotechnical hazard would be minimized or not occur through strict engineering guidelines as they pertain to protection against known geologic hazards and potential geologic and soil-related impacts.

Development of the Project, as well as all past, present, and future projects would be required to be constructed in accordance with the latest edition of the CBC and to adhere to all current earthquake construction standards, including those relating to soil characteristics. Therefore, no elements of this Project would contribute to any cumulatively considerable geologic and/or soils impacts. Therefore, cumulative effects of increased seismic risk would be less than significant. (Draft EIR Page 4.7-26)

2.5.8 Greenhouse Gas Emissions

Cumulative Setting

Climate change is a global problem. GHGs are global pollutants, unlike criteria air pollutants and TACs, which are pollutants of regional and local concern. Whereas pollutants with localized air quality effects have relatively short atmospheric lifetimes (about one day), GHGs have much longer atmospheric lifetimes of one year to several thousand years that allow them to be dispersed around the globe.

Cumulative Impacts

It is generally the case that an individual project of this size and nature is of insufficient magnitude by itself to influence climate change or result in a substantial contribution to the global GHG inventory. GHG impacts are recognized as exclusively cumulative impacts; there are no non-cumulative GHG emission impacts from a climate change perspective. The additive effect of Project-related GHG emissions would not result in a reasonably foreseeable cumulatively considerable contribution to global climate change. In addition, the Project, as well as other cumulative related projects, would also be subject to all applicable regulatory requirements, which would further reduce GHG emissions. The Project would not conflict with the Fontana General Plan Update, the RTP/SCS, or the CARB Scoping Plan. Therefore, the Project's cumulative contribution of GHG emissions would be less than significant and the Project's cumulative GHG impacts would also be less than cumulatively considerable. (Draft EIR Page 4.8-22)

2.5.9 Hazardous And Hazardous Material

For purposes of hazardous materials impact analysis, cumulative impacts are considered for cumulative development in the vicinity of the Project site.

Impacts associated with hazardous materials are often site-specific and localized. This EIR evaluates environmental hazards in connection with the Project site and surrounding areas. Regarding the off-site environmental hazards, the database search documents the findings of various governmental database searches regarding properties with known or suspected releases of hazardous materials within a search radius of up to one mile from the site and serves as the basis for defining the cumulative impacts study area.

Cumulative impacts related to hazards and hazardous materials would result from projects that combine to increase exposure to hazards and hazardous materials. The potential for cumulative impacts to occur is limited since the impacts from hazardous materials use on-site are site-specific. Although some of the cumulative projects and other future projects associated with buildout of the surrounding communities also have potential impacts associated with hazardous materials, the environmental concerns associated

with hazardous materials are typically site-specific. It is expected that future development within the area must comply with all federal, state, and local statutes and regulations applicable to hazardous materials.

Each project is required to address any issues related to hazardous materials or wastes on a project-specific basis. With adherence to applicable federal, state, and local regulations governing hazardous materials, the potential risks associated with hazardous materials would be less than significant. The incremental effects of the Project in relation to hazards and hazardous materials, if any, are anticipated to be minimal, and any effects would be site-specific.

Therefore, considering the above, Project impacts would be mitigated to less than significant levels, and the Project's contribution to cumulative impacts is not otherwise considered to be cumulatively considerable. (Draft EIR Page 4.9-24)

2.5.10 Hydrology And Water Quality

Cumulative impacts to hydrology and water quality could occur as new development, redevelopment, and existing uses are ongoing within the watershed. This includes the Project site, and other past, present, and future projects. Because of the urbanized nature of the watershed, growth is anticipated to consist of a mix of redevelopment as well as new urban development. Development is anticipated to consist of a mix of uses (residential, commercials, industrial, etc.) consistently with past and present growth trends. New development, including the Project, would result in some increases in impervious surfaces, and thus could generate increased run-off from the affected Project site. SWPPPs with BMPs to control erosions and stormwater run-off in accordance with all required water quality permits and the Water Quality Control Plan are dependent on the location of a project. The location of the Project requires the creation of specific BMPs to minimize impact to stormwater systems and conveyance. This would include conformance with the Santa Ana RWQCB's Santa Ana River Basin Wastewater Management Plan. As needed, projects would implement BMPs, including LID BMPs to minimize run-off, erosion, and stormwater pollution. As part of these requirements, projects would be required to implement and maintain source controls, and treatment measures to minimize polluted discharge and prevent increases in run-off flows that could substantially decrease water quality. Conformance to these measures would minimize run-off from those sites and reduce contamination of run-off with pollutants. Therefore, related projects are not expected to cause substantial increases in stormwater pollution. With compliance with state and local mandates, cumulative impacts would be less than significant, and Project impacts would not be cumulatively considerable. (Draft EIR Page 4.10-24)

2.5.11 Land Use and Planning

For purposes of land use and planning impact analysis, cumulative impacts are considered for cumulative development in the City of Fontana. Those projects represent past, present, and potential future projects that could lead to cumulative impacts when combined with the Project. The geographic context for the land use and planning cumulative impact analysis includes the jurisdiction of local and regional agencies including the City of Fontana, San Bernardino County, and SCAG.

Land use impacts would not be cumulatively considerable if the Project, in conjunction with other past, present, reasonably foreseeable future projects, would be designed or otherwise conditioned to maintain

consistency with adopted land use plans and ordinances or be amended with the appropriate mitigation and conditions of approval. Implementation of the Project would neither physically divide an established community nor inhibit future development within the City in accordance with the City General Plan goals and policies. Given the Project's consistency, as well as the requirement for other future projects to be generally consistent with the land use policy framework, overall cumulative land use consistency impacts would be less than significant. (Draft EIR Page 4.11-14)

2.5.12 Mineral Resources

As concluded above, Project implementation would have no impact on the availability of a local mineral resource. Additionally, the Fontana GP does not contain policies that conflict with the recovery of future mineral resources. Project implementation would result in a less than significant impact. Therefore, the Project's incremental effects involving mineral resources are not cumulatively considerable. (Draft EIR Page 4.12-6)

2.5.13 NOISE

Cumulative Construction Noise

The Project's construction activities would not result in a substantial temporary increase in ambient noise levels. Construction noise would be periodic and temporary noise impacts that would cease upon completion of construction activities. The Project would contribute to other proximate construction project noise impacts if construction activities were conducted concurrently. However, based on the noise analysis above, the Project's construction-related noise impacts would be less than significant following the City of Fontana Municipal Code.

Construction activities at other planned and approved projects near the Project site would be required to comply with applicable City rules related to noise and would take place during daytime hours on the days permitted by the applicable Municipal Code, and projects requiring discretionary City approvals would be required to evaluate construction noise impacts, comply with the City's standard conditions of approval, and implement mitigation, if necessary, to minimize noise impacts. Construction noise impacts are by nature localized. Based on the fact that noise dissipates as it travels away from its source, noise impacts would be limited to the Project site and vicinity. Therefore, Project construction would not result in a cumulatively considerable contribution to significant cumulative impacts, assuming such a cumulative impact existed, and impacts in this regard are not cumulatively considerable.

Cumulative Operational Noise

Cumulative noise impacts describe how much noise levels are projected to increase over existing conditions with the development of the Project and other foreseeable projects. Cumulative noise impacts generally occur as a result of increased traffic on local roadways due to buildout of the Project and other projects in the vicinity. A project's contribution to a cumulative traffic noise increase would be considered significant when the combined effect exceeds the perception level (i.e., auditory level increase) threshold. The following criteria is used to evaluate the combined and incremental effects of the cumulative noise increase.

- *Combined Effect.* The cumulative effect with Project noise level would cause a significant cumulative impact if a 3.0 dB increase over existing conditions occurs and the resulting noise level exceeds the applicable exterior standard at a sensitive use. Although there may be a significant noise increase due to a project in combination with other related projects (combined effects), it must also be demonstrated that the project has an incremental effect. In other words, a significant portion of the noise increase must be due to the project.
- *Incremental Effects*. The cumulative plus project noise level causes a 1.0 dBA increase in noise over cumulative noise levels without a project.

A significant impact would result only if the combined and incremental effects criteria have been exceeded. Noise by definition is a localized phenomenon and reduces as distance from the source increases. Consequently, only the Project and growth due to occur in the general area would contribute to cumulative noise impacts.

The proposed Project is projected to result in 287 net new daily vehicular trips and would result in a minimal traffic noise increase (max increase of 0.1 dBA) along local roadways over existing conditions. The already minimal increase in traffic noise attributable to the proposed Project when compared to existing conditions would be even lower with consideration of additional trips from future development on cumulative development sites. The Project would not result in significant traffic noise impacts. Therefore, the Project's contribution to cumulative increases in traffic noise would not be cumulatively considerable.

Stationary noise sources of the Project would result in an incremental increase in non-transportation noise sources in the Project vicinity. However, as discussed above, operational noise caused by the Project would be less than significant. Similar to the Project, other planned and approved projects would be required to mitigate for stationary noise impacts at nearby sensitive receptors, if necessary. As stationary noise sources are generally localized, there is a limited potential for other projects to contribute to cumulative noise impacts.

No known past, present, or reasonably foreseeable projects would combine with the operational noise levels generated by the Project to increase noise levels above acceptable standards because each project must comply with applicable City regulations that limit operational noise. Therefore, the Project, together with other projects, would not create a significant cumulative impact, and even if there was such a significant cumulative impact, the Project would not make a cumulatively considerable contribution to significant cumulative operational noises.

Given that noise dissipates as it travels away from its source, operational noise impacts from on-site activities and other stationary sources would be limited to the Project site and vicinity. Thus, cumulative operational noise impacts from related projects, in conjunction with Project specific noise impacts, would not be cumulatively significant. (Draft EIR Page 4.13-13)

2.5.14 Population And Housing

Cumulative impacts concerning population and housing is buildout of the City. Impacts are analyzed using growth projections from SCAG's Connect SoCal. As noted in the City's General Plan Draft EIR, cumulative impacts associated with population and housing would be less than significant with no mitigation

required. Similarly, Project implementation would have no impact to a less than significant impact on the City's population and housing resources. The Project would not indirectly or directly induce substantial population growth in an area, nor would it displace substantial numbers of existing housing or people necessitating the construction of replacement housing elsewhere. Furthermore, the Project's employment opportunities would improve the City's jobs-housing balance. Lastly, as further discussed in Draft EIR ***Section 4.11: Land Use and Planning***, the Project would encourage alignment with objectives set by SCAG's Connect SoCal and the City General Plan Economy, Education, and Workforce Development Element as it would increase job diversity and opportunities in the City. Therefore, the Project's cumulative impact would be less than significant. (Draft EIR Page 4.14-11)

2.5.15 Public Services

The Project is not anticipated to substantially increase the need for public services in the City. The Project would not result in an overall net increase in City population. As discussed above, anticipated increase demands for public services within the City was accounted for in the Fontana GP and analyzed in the Fontana GP EIR, which accounts for cumulative growth in the City. In addition, related to all public services, the Project would pay the required DIFs that would be appropriately allocated for police, fire, schools, and other public facilities.

Similar to the Project, other cumulative projects would be required to demonstrate their level of impact on public services including paying the appropriate development fees; therefore, the past, present, and future projects would not result in a cumulative impact related to the provision of public services. (Draft EIR Page 4.15-14)

2.5.16 Recreation

The Project is not anticipated to substantially increase the need for recreation in the City. The Project would not result in an overall net increase in City population. As discussed above, anticipated increase demands for recreation within the City was accounted for in the Fontana GP and analyzed in the Fontana GP EIR, which accounts for cumulative growth in the City.

Similar to the Project, other cumulative projects would be required to demonstrate their level of impact on recreation; therefore, the past, present, and future projects would not result in a cumulative impact related to the provision of recreation. (Draft EIR Page 4.16-7)

2.5.17 Transportation

Future development facilitated by the Project, in conjunction with cumulative development in the City, would increase development in previously developed areas and could result in transportation impacts. Future development on the cumulative development sites would be subject to discretionary permits and require CEQA evaluation at the project-level. This means that each cumulative Project would require separate discretionary approval and CEQA assessment, which would address potential transportation impacts and identify necessary mitigation measures, where appropriate.

Consequently, the Project would not result in significant transportation impacts. Therefore, future development on the cumulative development sites would not result in significant environmental transportation-related impacts, nor would future development on the cumulative development sites conflict with or obstruct a state or local plan or regulation related to transportation. As such, the Project would not cause a cumulatively considerable transportation impact, and no mitigation measures are required. (Draft EIR Page 4.17-14)

2.5.18 Tribal Cultural Resources

For purposes of tribal cultural resources impact analysis, cumulative impacts are considered in connection with the anticipated future development projects in the City. While the NAHC determined that there are no known Native American cultural resources within the immediate Project area; the potential exists for undiscovered tribal cultural resources to be adversely impacted during Project construction. With implementation of the specified mitigation measures, construction would not cause a substantial adverse change in the significance of any tribal cultural resources; a less than significant impact would occur.

Additionally, future cumulative development projects could encounter tribal cultural resources. Thus, the potential exists for cumulative development to result in the adverse modification or destruction of tribal cultural resources. Potential tribal cultural resource impacts associated with other individual developments would be specific to each site. As with the Project, all cumulative development in the area would undergo environmental and design review on a project-by-project basis pursuant to CEQA, in order to evaluate potential impacts to tribal cultural resources.

All future development with the potential to impact tribal cultural resources would be subject to compliance with the existing federal, state, and local regulatory framework concerning the protection of tribal cultural resources. Furthermore, each future project considered for approval by the City would be required to include mitigation measures to protect resources if they are uncovered during grading activities.

Additionally, implementation of site-specific mitigation measures would be required to reduce potential project impacts to as-yet-unidentified tribal cultural resources to less than significant levels. As such, cumulative impacts to tribal cultural resources would be mitigated on a project-by-project level, and in accordance with the established regulatory framework, through the established regulatory review process. Therefore, the combined cumulative impacts to tribal cultural resources associated with the Project's incremental effects and those of the cumulative projects would be less than significant with mitigation incorporated. (Draft EIR Page 4.18-12)

2.5.19 Utilities And Service Systems

For purposes of public utilities and service systems, cumulative impacts are considered for projects located within Fontana. All impacts from the Project site to utilities and service systems would be less than significant in consideration of compliance with existing laws, ordinances, regulations, and standards. In addition, the Project site would recycle and implement measures on-site to reduce the waste stream to landfill(s). The Project applicant would pay the applicable development impact and service fees. Therefore, impacts are not anticipated to be cumulatively considerable. Other past, present, and

reasonably foreseeable projects would be anticipated to implement similar measures or implement mitigation to fully mitigates their contribution to cumulative impacts. Therefore, there are no significant cumulative impacts anticipated relative to utility and service systems, and the Project's contribution toward potential future utility and service system impacts in the City is not cumulatively considerable. (Draft EIR Page 4.19-18)

2.5.20 Wildfire

Projects have the potential to be cumulatively considerable, when evaluated in the context of other past, present, or reasonably foreseeable projects that make a cumulative contribution to impacts. Cumulative development occurring within the vicinity and similar FHSZs would be subject to risk of wildfire hazards. Cumulative projects also would be subject to compliance with the CBC and California Fire Code, as well as local regulations (Fontana MC), and all proposed construction would be required to meet minimum standards for fire safety. Development occurring within the City, or those future projects adjacent to and near the Project site would be subject to review by the City to ensure cumulative development is designed to provide a minimum of fire safety and support fire suppression activities. This would include compliance with state and local fire codes, inclusion of fire sprinklers if required, proper fire hydrant system, paved access, and secondary emergency access routes. Implementation of these plans and policies, in conjunction with compliance with the local fire code and City standards, would ensure cumulative impacts with respect to wildfire hazards are less than significant. (Draft EIR Page 4.20-14)

2.6 Significant Irreversible Environmental Changes Which Would Be Caused by the Proposed Project Should It Be Implemented

The CEQA Guidelines require EIRs to address any significant irreversible environmental changes that would be involved in the proposed action should it be implemented (CEQA Guidelines Section 15126.2(c)). Determining whether the Project may result in significant irreversible environmental changes requires a determination of whether key non-renewable resources would be degraded or destroyed in such a way that there would be little possibility of restoring them.

The Project would not involve the utilization of nonrenewable resources in a manner that would make their nonuse or removal unlikely. Nonrenewable resources associated with the development of the Project would include fossil fuels. Fossil fuels would serve as energy sources during both Project construction and operations. Fossil fuels would act as transportation energy sources for construction vehicles and heavy equipment during the construction period and by vehicles and equipment used during Project operations. Though the Project would endeavor to utilize fossil fuels efficiently, their use would be vital for construction and operations activities, making their nonuse unlikely. However, the Project would not require the continued use of fossil fuels at the end of its operational life.

By nature of being a nonrenewable resource, fossil fuels, once consumed, cannot be replaced. Those fuels, once spent, may be transformed into another form of matter such as exhaust or smoke. Standard vehicles and equipment used by the Project in both construction and operational phases would likely utilize fossil fuels. Some construction and operational equipment such as forklifts may be electrified and therefore not

rely on fossil fuels. Energy-efficient equipment would be utilized according to their availability and in order to comply with energy regulations and policies.

The Project applicant does not propose any fueling stations and would not store significant amounts of fossil fuels on the site. Any fossil fuels stored on-site would not be stored in a manner that would make their removal unlikely. No infrastructure is proposed to store fossil fuels in large amounts or without the ability of removal.

The Project would also require the commitment of land on which the Project would be developed for industrial use. Land is another finite resource in that once developed and in active use it removes the ability for that land to be used for other uses and developments. However, land developments associated with the Project would not remove the possibility of redevelopment in the future. The land development would not, therefore, make the nonuse of the land unlikely. (Draft EIR Page 5-1)

2.7 Growth-Inducing Impacts of the Proposed Project

CEQA requires a discussion of the ways in which the proposed Project could be growth inducing. The CEQA Guidelines identify a project as growth inducing if it would foster economic or population growth or the construction of additional housing, either directly or indirectly, in the surrounding environment (CEQA Guidelines Section 15126.2(d)). New employees and new residential populations represent direct forms of growth. These direct forms of growth have a secondary effect of expanding the size of local markets and inducing additional economic activity in the area.

A project could indirectly induce growth at the local level by increasing the demand for additional goods and services associated with an increase in population or employment and thus reducing or removing the barriers to growth. This typically occurs in suburban or rural environs where population growth results in increased demand for service and commodity markets responding to the new population of residents or employees.

According to regional population projections included in SCAG's *Connect SoCal*, the City of Fontana's population is projected to grow by 75,700 residents between 2016 and 2045 (approximately 0.99 percent annual growth) (SCAG, 2020). Over this same time period, employment in the City is expected to add 18,400 new jobs (approximately 0.84 percent annual job growth) (ibid). Economic growth would likely take place as a result of the Project's operation as a distribution facility. The Project's employees (short-term construction and long-term operational) would purchase goods and services in the region, but any secondary increase in employment associated with meeting these goods and services demands is expected to be accommodated by existing goods and service providers and, based on the amount of existing and planned future commercial and retail services available in area near the Project site, would be highly unlikely to result in any unanticipated, adverse physical impacts to the environment. In addition, the Project would create jobs, a majority of which would likely be filled by residents of the housing units either already built or planned for development within the City of Fontana and nearby incorporated and unincorporated areas. Accordingly, because it is anticipated that most of the Project's future employees would already be living in the City of Fontana or the immediate surrounding Inland Empire area, the

Project's introduction of new employment opportunities on the Project site would not induce substantial growth in the area.

Under CEQA, growth inducement is not considered necessarily detrimental, beneficial, or of little significance to the environment. Typically, growth-inducing potential of a project would be considered significant if it fosters growth or a concentration of population in excess of what is assumed in pertinent master plans, land use plans, or in projections made by regional planning agencies such as SCAG. Significant growth impacts also could occur if a project provides infrastructure or service capacity to accommodate growth beyond the levels currently permitted by local or regional plans and policies. In general, growth induced by a project is considered a significant impact if it directly or indirectly affects the ability of agencies to provide needed public services, or if it can be demonstrated that the potential growth significantly affects the environment in some other way.

The area surrounding the Project site consist of industrial land uses to the north and south, a landfill to the east, and residential land uses to the west. Development of the Project Site is not expected to place short-term development pressure on abutting properties because these areas are already built-out. SCAG estimates, for warehousing, estimate one employee is generated for every 2,111 square feet of building space, which would result in approximately 189 new employees for 398,514 square feet of warehousing. Existing regional population and the 1,442 vacant housing units within the City would adequately support the Project.

Based on the foregoing analysis, the Project would not result in substantial, adverse growth-inducing impacts. (Draft EIR Page 5-3)

2.8 Project Alternatives

The EIR analyzed three alternatives to the Project as proposed and evaluated these alternatives for their ability to avoid or reduce the Project's significant environmental effects while also meeting the majority of the Project's objectives. The City finds that it has considered and rejected as infeasible the alternatives identified in the EIR and described below. This section sets forth the potential alternatives to the Project analyzed in the EIR and evaluates them in light of the Project objectives, as required by CEQA.

Where significant impacts are identified, section 15126.6 of the State CEQA Guidelines requires EIRs to consider and discuss alternatives to the proposed actions. Subsection (a) states:

> (a) An EIR shall describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives. An EIR need not consider every conceivable alternative to a project. Rather it must consider a reasonable range of potentially feasible alternatives that will foster informed decision-making and public participation. An EIR is not required to consider alternatives which are infeasible. The lead agency is responsible for selecting a range of project alternatives for examination and must publicly disclose its reasoning for selecting those alternatives. There is no

ironclad rule governing the nature or scope of the alternatives to be discussed other than the rule of reason.

Subsection 15126.6(b) states the purpose of the alternatives analysis:

> (b) Because an EIR must identify ways to mitigate or avoid the significant effects that a project may have on the environment (Public Resources Code Section 21002.1), the discussion of alternatives shall focus on alternatives to the project or its location which are capable of avoiding or substantially lessening any significant effects of the project, even if these alternatives would impede to some degree the attainment of the project objectives, or would be more costly.

In subsection 15126.6(c), the State CEQA Guidelines describe the selection process for a range of reasonable alternatives:

> (c) The range of potential alternatives to the proposed project shall include those that could feasibly accomplish most of the basic objectives of the Project and could avoid or substantially lessen one or more of the significant effects. The EIR should briefly describe the rationale for selecting the alternatives to be discussed. The EIR should also identify any alternatives that were considered by the lead agency but were rejected as infeasible during the scoping process and briefly explain the reasons underlying the lead agency's determination. Additional information explaining the choice of alternatives may be included in the administrative record. Among the factors that may be used to eliminate alternatives from detailed consideration in an EIR are: (i) failure to meet most of the basic project objectives, (ii) infeasibility, or (iii) inability to avoid significant environmental impacts.

The range of alternatives required is governed by a "rule of reason" that requires the EIR to set forth only those alternatives necessary to permit a reasoned choice. The EIR shall include sufficient information about each alternative to allow meaningful evaluation, analysis, and comparison with the proposed Project. Alternatives are limited to ones that would avoid or substantially lessen any of the significant effects of the Project. Of those alternatives, the EIR need examine in detail only the ones that the lead agency determines could feasibly attain most of the basic objectives of the Project. (Draft EIR Page 6-1)

2.8.1 Alternatives Considered but not Carried Forward for Detailed Analysis

Section 15126.6(c) of the State CEQA Guidelines specifies that an EIR should (1) identify alternatives that were considered by the lead agency but were eliminated from detailed consideration because they were determined to be infeasible during the scoping process; and (2) briefly explain the reasons underlying the lead agency's determination. Among the factors that may be used to eliminate alternatives from detailed consideration in an EIR are: (i) failure to meet most of the basic project objectives; (ii) infeasibility; and/or (iii) inability to avoid significant environmental impacts.

The following alternative was considered but not carried forward:

A. Alternative Site Alternative

The Alternative Site Alternative considers an alternate site for the Project implementation. Under this Alternative, the industrial uses on the Project site would remain. No roadway or frontage improvements would occur on Sierra Avenue or Mango Avenue. Implementation of this Alternative would not be feasible as there are few remaining developable sites capable of supporting the Project remaining in the City. Additionally, the CEQA Guidelines section also posits that the alternative location chosen should substantially reduce or avoid potential environmental impacts. In the case of the proposed Project, an alternative site is not considered applicable or feasible, as the Project Applicant does not control other undeveloped property of similar size within the City or in the immediate area. For the above reasons, the Alternative Site Alternative was rejected from further consideration and is not discussed further.

2.8.2 Alternatives Selected for Analysis in the EIR

The alternatives selected for further detailed review within the EIR focus on alternatives that could the Project's significant environmental impacts, while still meeting most of the basic Project objectives. Those alternatives include:

A. No Project Alternative

State CEQA Guidelines Section 15126.6, requires an evaluation of the "No Project" alternative for decision-makers to compare the impacts of approving a project with the impacts of not approving it. Alternative 1 assumes that the 398,514 square foot Project would not be developed, which means there would be no warehousing facility, landscape improvements, or surface lot improvements developed on the Project site.

The Project site is bound to the west by Sierra Avenue, to the east by Mango Avenue, and Windflower Avenue enters the Project site from Sierra Avenue. The Project site is presently developed with four commercial/industrial buildings ranging from 5,000 to 25,000 square feet in size. The northwestern quadrant is developed with one building and is utilized as a wooden pallet facility. The northeastern quadrant is developed with one building and is utilized as a carnival attraction repair facility with truck trailer parking. The southwestern quadrant is developed with one building and open-graded gravel pavements and is utilized for truck trailer storage. The southeastern quadrant is developed with one building and is utilized as a storage facility. The existing buildings are single-story, metal-framed structures and are assumed to be supported on conventional shallow foundations with concrete slab-on-grade floors. Ground surface cover consists mainly of open graded gravel and exposed soil, with AC or PCC pavements surrounding the buildings. Little to no vegetation exists on site. Few large trees are present between the northwest and northeast quadrants.

Although this Alternative assumes "No Development" (as required by CEQA), this is considered a speculative assumption as the land is assumed to remain in private ownership (as there are no offers to purchase the land for public open space use). It is more likely that, eventually, the land would be developed with some form of industrial development in keeping with the City's General Plan land use designation and zoning.

Alternative 1 would avoid all potential significant impacts that could occur from Project construction and operation as, by definition, it assumes that no development would occur and therefore no grading, construction or operational traffic and related impacts such as air quality, greenhouse gas emissions, and transportation would occur. The lack of significant impacts associated with Alternative 1 would also remove the significant impacts initially identified for the Project. As there were no significant and unavoidable Impacts associated with development of the Project, Alternative 1 would not remove any significant or unavoidable effects.

Under Alternative 1, the site would remain in its existing uses and would therefore not meet any of the Project objectives including: (1) Implementing the City of Fontana's desire to create a revenue generating use, which generates limited demands on City public services and that capitalizes on nearby transportation corridors and truck routes, stimulates employment, and responds to current market opportunities; (2) Revitalize a section of the City with new industrial use(s) that continue to expand the City's production capacity; (3) Provide infrastructure and landscaping improvements to Sierra Avenue and Mango Avenue vicinity to enhance aesthetics as well as improve safety and traffic flow; (4) Facilitate goods movement for the benefit of local and regional economic growth; (5) Provide new state-of-the-art development that will generate a positive fiscal balance increasing the City tax base and a potential for added point of sale tax base for the City moving forward; and (6) Provide additional temporary and permanent employment opportunities while improving the local balance of housing and jobs.

B. Drop Lot/ Trailer Parking Alternative

Drop Lot/ Trailer Parking Alternative (Alternative 2) assumes the proposed warehouse space would not be constructed and instead, the site would be utilized for a drop lot/trailer parking lot. Alternative 2 would accommodate approximately 592 trailer stalls. The main entrance would continue to be via Mango Avenue. Truck access would continue to be prohibited from Sierra Avenue, with sole truck access being from Mango Avenue. In the southeast corner of the Alternative 2, a guard shack and automobile parking would be provided. Drive aisles would range in width from 75 to 100 feet wide. Landscaping would be provided along street frontages. Any off-site improvements associated with the proposed Project would remain consistent with the Alternative.

Alternative 2 assumes the proposed warehouse space would not be constructed in its original location and instead, the site would be utilized for drop lot/trailer parking lot consisting of 592 trailer parking stalls. The major change between the proposed Project and Alternative 2 would be that Alternative 2 would reduce long-term impacts to scenic views, utilities, and public services. Other resource areas such as traffic, air quality, GHG, and noise among others would have a similar or greater impact from implementation of Alternative 2.

Alternative 2 would be slightly less construction intensive but has the potential to be more traffic intensive and thus generate more air quality, energy, greenhouse gas emissions, noise, and transportation impacts than the proposed Project. Alternative 2 would not meet any of the Project objectives. Alternative 2 would not maximize the City's benefit when compared to the Project utilizing one of the remaining industrial zoned large sites for trailer/auto parking lot.

C. Reduced Building Footprint (25 Percent Reduction)

Alternative 3 would entail the development of a single warehouse building at a smaller square footage than what was proposed for the Project. The Alternative would involve the development of a 298,886 square foot warehousing building which would include approximately 7,500 square feet of office space. Modifications would occur to multiple on-site features such as parking, landscaping, and setbacks. Alternative 3 would minimize impacts related to the scale of the Project. Therefore, environmental impact areas such as aesthetics, energy, utilities and service systems, and wildfire hazards may see a nominal improvement regarding potential impact significance. However, these resource areas are anticipated to have a less than significant impact under the Project.

Alternative 3 would minimize impacts related to the scale of the Project. Therefore, environmental impact areas such as aesthetics, energy, utilities and service systems, and wildfire hazards may see a nominal improvement regarding potential impact significance. However, these resource areas are anticipated to have a less than significant impact under the Project.

Alternative 3 would generally meet some of the Project objectives, including: (2) Revitalize a section of the City with new industrial use(s) that continue to expand the City's production capacity; (3) Provide infrastructure and landscaping improvements to Sierra Avenue and Mango Avenue vicinity to enhance aesthetics as well as improve safety and traffic flow; (4) Facilitate goods movement for the benefit of local and regional economic growth; and (6) Provide additional temporary and permanent employment opportunities while improving the local balance of housing and jobs.

In addition to meeting some of the Project objectives, Alternative 3 would result in fewer environmental impacts. However, Alternative 3 would not allow for the level of development of the larger warehouse facilities and still require the same level of infrastructure costs and therefore would not meet Project objectives. Specifically, this Alternative with a smaller warehouse would not fully meet Project objective (1) Implement the City of Fontana's desire to create a revenue generating use, which generates limited demands on City public services and that capitalizes on nearby transportation corridors and truck routes, stimulates employment, and responds to current market opportunities. Consistent with Objective 5, the Project would need to provide a positive fiscal balance to the City. Alternative 3 would provide a reduced fiscal return to the City, this as a result of the smaller facility. Therefore, Alternative 3 does not maximize the City's benefits realized or achievement of the Project Objectives when compared to the Project.

2.8.3 Environmentally Superior Alternative

An EIR is required to identify the environmentally superior alternative from among the range of reasonable alternatives that are evaluated. Section 15126.6 (e)(2) of the State CEQA Guidelines requires that an environmentally superior alternative be designated and states that if the environmentally superior Alternative is Alternative 1, the EIR shall also identify an environmentally superior alternative among the other alternatives.

Based on the summary of information presented above, the environmentally superior alternative is Alternative 1. Because Alternative 1 would leave the Project site essentially unchanged and would not

have the construction and operational effects that would be associated with any of the alternatives, this Alternative has fewer environmental impacts than the Project or any of the other alternatives.

Section 15126.6(e)(2) of the State CEQA Guidelines states that if the "No Project" alternative is found to be environmentally superior, "the EIR shall also identify an environmentally superior alternative among the other alternatives. Aside from Alternative 1, the Alternative 3: "Reduced Building Intensity" Alternative would have the least environmental impacts.

3.0 Additional Facts on Record

3.1 Adoption of a Monitoring Plan for Mitigation Measures

Pursuant to Section 21081.6 of the Public Resources Code, the City of Fontana hereby adopts the Mitigation Monitoring and Reporting Program ("MMRP"). The City finds that the MMRP is designed to ensure compliance with the changes (i.e., mitigation measures) imposed on the Project to mitigate or avoid effects on the environment during Project implementation. The MMRP is on file with the City of Fontana Community Development Department, 8353 Sierra Avenue, Fontana, CA 92335.

3.2 Custodian of Record

The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Fontana Community Development Department, 8353 Sierra Avenue, Fontana, CA 92335. The custodian for these records is Salvador Quintanilla, Senior Planner. This information is provided in compliance with Public Resources Code Section 21081.6.

EXHIBIT B
MITIGATION, MONITORING, AND REPORTING PROGRAM

Mitigation, Monitoring and Reporting Program

THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE AFTER MITIGATION
1.1 Air Quality					
Summary of Impacts					
Threshold Impact 4.3-2: Less-than-Significant Impact with Mitigation Incorporated. Project construction and operational activities would not exceed the applicable SCAQMD regional threshold for any criteria pollutant. Thus, the Project would not contribute cumulatively considerable volumes of any air pollutant for which the SCAB does not attain federal or State air quality standards. As such, impacts would be less than significant.	**MM AQ-1 Low VOC Paint (Construction).** During construction, the Project shall utilize "Super-Compliant) low VOC paints which have been reformulated to exceed the regulatory VOC limits (i.e., have a lower VOC content than what is required) put forth by SCAQMD's Rule 1113 for all architectural coatings. Super-Compliant low VOC paints shall be no more than 10g/L of VOC. Prior to issuance of building permits, the City of Fontana Building and Safety Department shall confirm that plans include the following specifications: All architectural coatings will be super-compliant low VOC paints. Recycle leftover paint. Take any leftover paint to a household hazardous waste center; do not mix leftover water-based and oil-based paints. Keep lids closed on all paint containers when not in use to prevent VOC emissions and excessive odors. For water-based paints, clean up with water only. Whenever possible, do not rinse the cleanup water down the drain or	Construction Manager	Construction Manager, City of Fontana	During construction	Less-than-Significant Impact

Threshold	Mitigation Measures (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance After Mitigation
	pour it directly into the ground or the storm drain. Set aside the can of cleanup water and take it to the hazardous waste center (www.cleanup.org). Use compliant low-VOC cleaning solvents to clean paint application equipment. Keep all paint- and solvent-laden rags in sealed containers to prevent VOC emissions. Contractors shall construct/build with materials that do not require painting and use pre-painted construction materials to the extent practicable. Use high-pressure/low volume paint applicators with a minimum transfer efficiency of at least 50 percent or other application techniques with equivalent or higher transfer efficiency.				
1.2 Biological Resources					
Summary of Impacts					
Threshold Impact 4.4-1: Less than Significant Impact with Mitigation Incorporated. The Project site does not contain habitat suitable for special status plant or animal species; however, in order to minimize potential impacts to bird nesting sites Mitigation Measure (MM) BIO-1 would require the	**MM BIO-1** Bird nesting season generally extends from February 1 through August 31 in southern California. To avoid impacts to nesting birds (common and special-status) during the nesting season, a qualified Avian Biologist will conduct pre-construction Nesting Bird Surveys (NBS) three days prior to project-related disturbance to identify any active nests. If	Qualified Biologist	City of Fontana	Prior to ground-disturbance activities between February 1 and August 31	Less than Significant Impact

THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE AFTER MITIGATION
completion of a pre-construction nesting bird clearance survey. Therefore, impacts to the aforementioned common and special-status wildlife or plant species would be less than significant with mitigation measures applied.	no active nests are found, no further action will be required. If an active nest is found, the biologist will set appropriate no-work buffers around the nest which will be based upon the nesting species, its sensitivity to disturbance, nesting stage and expected types, intensity, and duration of disturbance. The nests and buffer zones shall be field checked weekly by a qualified biological monitor. The approved no-work buffer zone shall be clearly marked in the field, within which no disturbance activity shall commence until the qualified biologist has determined the young birds have successfully fledged and the nest is inactive.				
1.3 Cultural Resources					
Summary of Impacts					
Threshold Impact 4.5-2: Less than Significant with Mitigation Incorporated. The Cultural Resource Assessment determined the Project site does not contain archaeological resources of significance. As such, it is unlikely that significant historic period archaeological remains would be present within the Project area.	**MM CUL-1** In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, the	Construction Manager Qualified Archaeologist	YSMN, City of Fontana	During initial ground-disturbing activities	Less-than-Significant Impact

THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE AFTER MITIGATION
However, in the event that a potentially significant archaeological resource is encountered during Project-related ground-disturbing activities MMs CUL-1 and CUL-2 would apply to further minimize potential impacts to archaeological resources. With implementation of MMs CUL-1 and CUL-2, impacts regarding a substantial adverse change of an archaeological resource would be less than significant.	Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed within MM TCR-1, regarding any pre-contact and/or historic-era finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment. **MM CUL-2** If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within MM TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.	Construction Manager Qualified Archaeologist	Qualified Archeologist, YSMN	During initial ground-disturbance activities	Less-than-Significant Impact
Threshold Impact 4.5-3: Less than Significant Impact with Mitigation Incorporated. The Project is located in an area mainly developed with industrial and residential uses and is not located near a formal cemetery. In the unlikely event human remains are discovered during Project	**MM CUL-3** If human remains or funerary objects are encountered during any activities associated with the Project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code Section 7050.5 and that code enforced for the duration of the Project.	Construction Manager	City of Fontana, County Coroner	During initial ground-disturbance activities	Less-than-Significant Impact

Threshold	Mitigation Measures (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance After Mitigation
construction, the Project would comply with all relevant regulations and apply MM CUL-3. Impacts would be less than significant.					
1.4 Hazards and Hazardous Materials					
Summary of Impacts					
Threshold Impact 4.9-1: Less-than-Significant Impact with Mitigation Incorporated. Construction of the Project would not require significant handling of hazardous materials and would comply with all applicable regulations. MM HAZ-1 and MM HAZ-2 would ensure proper handling of contaminate soils should they be discovered. The Project would also be operated with strict adherence to all emergency response plan requirements set forth by the City of Fontana Local Hazard Mitigation Plan (LHMP). Impacts would be less than significant.	**MM HAZ-1** If potentially contaminated soil is identified during site disturbance activities for the Project, as evidenced by discoloration, odor, detection by instruments, or other signs, a qualified environmental professional shall inspect the site, determine the need for sampling to confirm the nature and extent of contamination, and provide a written report to the Site Developer or Lead Agency, as applicable, stating the recommended course of action. Depending on the nature and extent of contamination, the qualified environmental professional shall have the authority to temporarily suspend construction activity at that location for the protection of workers or the public. If, in the opinion of the qualified environmental professional, substantial remediation may be required, Site Developer or Lead Agency, as applicable, shall contact representatives of the San	Construction Manager, Qualified Environmental Professional	Site Developer, City of Fontana, Fire Department, DTSC	During initial ground-disturbance activities	Less-than-Significant Impact

Threshold	Mitigation Measures (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance After Mitigation
	Bernardino County Fire Department and/or DTSC for guidance and oversight and shall comply with all performance standards and requirements of the respective agency for proper removal and disposal of contaminated materials.				
	MM HAZ-2 Prior to the issuance of a demolition permit for any buildings or structures on-site, if hazardous substances are used and/or stored greater than as specified by the applicable health and safety code, the Project applicant shall prepare and implement a Hazardous Materials Management Plan in accordance with all applicable standards set forth by the Hazardous Material Division of the San Bernardino County Fire Department, for facilities that store, handle, or use regulated substances as defined in the California Health and Safety Code Section 25532 in excess of threshold quantities, identifying and developing methods of protection from the hazards presented by the hazardous materials. This report shall also explain the proposed facility's intended methods of operation and list all of the proposed materials, their quantities, classifications, and the effects of any chemical (material) inter-mixing in the event of an accident or spill. This plan shall	Applicant	City of Fontana, Fire Department	Prior to issuance of demolition permit	Less-than-Significant Impact

Threshold	Mitigation Measures (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance After Mitigation
	be prepared by a qualified person, firm, or corporation and submitted to Fontana Building & Safety and reviewed and approved by the San Bernardino County Fire Department through the Certified Unified Program Agencies (CUPA) process prior to implementation as required by the California Accidental Release Prevention (CalARP) Program.				
Threshold Impact 4.9-2: Less-than-Significant Impact with Mitigation Incorporated. The Project site does not contain environmental concerns and would abide by all regulations in the event of an accidental release of hazardous materials. In accordance with MM HAZ-3, prior to demolition of any structures an asbestos containing material (ACM) assessment should be conducted. Compliance with MM HAZ-4 would ensure safe habitation conditions during operation for the Project regarding close proximity to a land fill site. Impacts would be less than significant.	**MM HAZ-3** Prior to the issuance of a demolition permit for any buildings or structures on-site, the Master Developer or Site Developer, as applicable, shall conduct a comprehensive asbestos containing materials (ACM) survey to identify the locations and quantities of ACM in above-ground structures. The Master Developer or Site Developer, as applicable, shall retain a licensed or certified asbestos consultant to inspect buildings and structures on-site. The consultant's report shall include requirements for abatement, containment, and disposal of ACM, if encountered, in accordance with South Coast Air Quality Management District (SCAQMD's) Rule 1403.	Master Developer or Site Developer, licensed or certified asbestos consultant	City of Fontana	Prior to issuance of demolition permit	Less-than-Significant Impact
	MM HAZ-4 All developments within 1,000 feet of the Mid-Valley Sanitary Landfill, shall be designed and constructed in accordance with the following, or in	Master Developer or Site Developer	City of Fontana, San Bernardino County Public	Final Design	Less-than-Significant Impact

Threshold	Mitigation Measures (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance After Mitigation
	accordance with an equivalent design which will prevent gas migration into the building as per 27 CCR Section 21190(g): 1. a geomembrane or equivalent system with low permeability to landfill gas shall be installed between the concrete floor slab of the building and subgrade; 2. a permeable layer of open graded material of clean aggregate with a minimum thickness of 12 inches shall be installed between the geomembrane and the subgrade or slab; 3. a geotextile filter shall be utilized to prevent the introduction of fines into the permeable layer; 4. perforated venting pipes shall be installed within the permeable layer, and shall be designed to operate without clogging; 5. the venting pipe shall be constructed with the ability to be connected to an induced draft exhaust system; 6. automatic methane gas sensors shall be installed within the permeable gas layer, and inside the building to trigger an audible alarm when methane gas concentrations are detected; and periodic methane gas monitoring shall be conducted inside all buildings and		Health Department		

Threshold	Mitigation Measures (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance After Mitigation
	underground utilities in accordance with Article 6, of Subchapter 4 of this chapter (Section 20920 et seq.).				
1.5 Tribal Cultural Resources					
Summary of Impacts					
Threshold Impact 4.18-1: Significant Direct and Cumulatively-Considerable Impact. In the event that a potentially significant tribal cultural resource or the potential for unknown buried archaeological resources that qualify as TCRs are encountered during Project-related ground-disturbing activities, MM CUL-1 would apply to further minimize potential impacts to archaeological resources. Implementation of MMs TCR-1 through TCR-5 would further reduce impacts to any unknown or inadvertently discovered archaeological resources or human remains that are identified as TCRs. All such finds would be required to be treated in accordance with all CEQA requirements and all other applicable laws and regulations.	**MM TCR-1** The Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed in CR-1, of any pre-contact and/or historic-era cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a cultural resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.	Project Applicant, Project Archaeologist	City of Fontana Building and Safety Department	If cultural, tribal cultural, or archaeological resources are found on the Project Site; During construction	Less-than-Significant Impact
	MM TCR-2 Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and	Qualified Archeologist	City of Fontana, Applicant, YSMN	Ongoing, during construction.	Less-than-Significant Impact

Threshold	Mitigation Measures (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance After Mitigation
With implementation of MM CUL-1 and MMs TCR-1 through TCR-5, impacts regarding a substantial adverse change of a tribal cultural resource would be less than significant.	Lead Agency for dissemination to YSMN. The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project.				
	MM TCR-3 Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities. A. The project applicant/lead agency shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation. The monitor shall be retained prior to the commencement of any "ground-disturbing activity" for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching. B. A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground-	Applicant, City of Fontana	City of Fontana, Gabrieleño Band of Mission Indians – Kizh Nation	Prior to commencement of ground-disturbing activities	Less-than-Significant Impact

Threshold	Mitigation Measures (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance After Mitigation
	disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity. C. The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request to the Tribe. D. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant/lead				

Threshold	Mitigation Measures (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance After Mitigation
	agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs. Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh will recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural and/or historic purposes.				
	MM TCR-4 Unanticipated Discovery of Human Remains and Associated Funerary Objects. A. Native American human remains are defined in PRC 5097.98 (d)(1) as an	Construction Manager, Tribal Monitor	City of Fontana, County Coroner, Gabrieleño Band of Mission Indians – Kizh Nation	Ongoing, during construction.	Less-than-Significant Impact

Threshold	Mitigation Measures (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance After Mitigation
	inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute. B. If Native American human remains and/or grave goods discovered or recognized on the project site, then all construction activities shall immediately cease. Health and Safety Code Section 7050.5 dictates that any discoveries of human skeletal material shall be immediately reported to the County Coroner and all ground-disturbing activities shall immediately halt and shall remain halted until the coroner has determined the nature of the remains. If the coroner recognizes the human remains to be those of a Native American or has reason to believe they are Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission, and Public Resources Code Section 5097.98 shall be followed.				

Threshold	Mitigation Measures (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance After Mitigation
	C. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2). D. Construction activities may resume in other parts of the project site at a minimum of 200 feet away from discovered human remains and/or burial goods, if the Kizh determines in its sole discretion that resuming construction activities at that distance is acceptable and provides the project manager express consent of that determination (along with any other mitigation measures the Kizh monitor and/or archaeologist deems necessary). (CEQA Guidelines Section 15064.5(f).) E. Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. Any historic archaeological material that is not Native American in origin (non-TCR) shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the				

Threshold	Mitigation Measures (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance After Mitigation
	material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.				
	MM TCR-5 Procedures for Burials and Funerary Remains: A. As the Most Likely Descendant ("MLD"), the Koo-nas-gna Burial Policy shall be implemented. To the Tribe, the term "human remains" encompasses more than human bones. In ancient as well as historic times, Tribal Traditions included, but were not limited to, the preparation of the soil for burial, the burial of funerary objects with the deceased, and the ceremonial burning of human remains. B. If the discovery of human remains includes four or more burials, the discovery location shall be treated as a cemetery and a separate treatment plan shall be created. C. The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact.	Tribal Monitor, Applicant, City of Fontana	City of Fontana, County Coroner, Gabrieleño Band of Mission Indians – Kizh Nation	Ongoing, during construction.	Less-than-Significant Impact

Threshold	Mitigation Measures (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance After Mitigation
	Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all sacred materials. D. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard should be posted outside of working hours. The Tribe will make every effort to recommend diverting the project and keeping the remains in situ and protected. If the project cannot be diverted, it may be				

Threshold	Mitigation Measures (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance After Mitigation
	determined that burials will be removed. E. In the event preservation in place is not possible despite good faith efforts by the project applicant/developer and/or landowner, before ground-disturbing activities may resume on the project site, the landowner shall arrange a designated site location within the footprint of the project for the respectful reburial of the human remains and/or ceremonial objects. F. Each occurrence of human remains and associated funerary objects will be stored using opaque cloth bags. All human remains, funerary objects, sacred objects and objects of cultural patrimony will be removed to a secure container on site if possible. These items should be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site but at a location agreed upon between the Tribe and the landowner at a site to be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered. The Tribe will work closely with the project's qualified archaeologist to ensure				

Threshold	Mitigation Measures (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance After Mitigation
	that the excavation is treated carefully, ethically and respectfully. If data recovery is approved by the Tribe, documentation shall be prepared and shall include (at a minimum) detailed descriptive notes and sketches. All data recovery data recovery-related forms of documentation shall be approved in advance by the Tribe. If any data recovery is performed, once complete, a final report shall be submitted to the Tribe and the NAHC. The Tribe does NOT authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains.				
1.6 Wildfire					
Summary of Impacts					
Threshold Impact 4.20-3: Less-than-Significant Impact with Mitigation Incorporated. Fire risk would not be exacerbated resulting in temporary or ongoing impacts to the environment with implementation of MM FIRE-1.	**MM FIRE-1** Fire Safety Requirements. The Project shall be required to comply with all Fire Safety Requirements as identified in Section 5 of the Fire Protection Plan prepared for the Project (Appendix L). Conformance with these requirements shall be verified by the San Bernardino County Fire Department during design review prior to the issuance of building and grading permits.	Construction Manager, Applicant, City of Fontana	City of Fontana, San Bernardino County Fire Department	Prior to the issuance of building and grading permits. Ongoing.	Less-than-Significant Impact
Threshold Impact 4.20-4: Less-than-Significant Impact with Mitigation Incorporated. Impacts associate with the Project exposing people or structures to significant risks would be					

mitigated with implementation of MM FIRE-1.					

RESOLUTION NO. PC 2025-____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA APPROVING TENTATIVE PARCEL MAP NO. 22-000025 (TPM NO. 20611) TO CONSOLIDATE SIX (6) PARCELS INTO ONE; REPORTING ON THE CONFORMITY OF THE PROPOSED VACATION OF WINDFLOWER AVENUE WITH THE GENERAL PLAN PURSUANT TO GOVERNMENT CODE SECTION 65402; AND APPROVING DESIGN REVIEW NO. 22-000051 FOR THE SITE AND ARCHITECTURAL REVIEW OF A NEW 398,514 SQUARE FOOT WAREHOUSE BUILDING INCLUDING 10,000 SQUARE FEET OF OFFICE SPACE AND ASSOCIATED SITE IMPROVEMENTS, ON APPROXIMATELY 18.3 GROSS ACRES LOCATED BETWEEN SIERRA AVENUE AND MANGO AVENUE, APPROXIMATELY 1,300 FEET SOUTH OF SUMMIT AVENUE (ASSESSOR PARCEL NUMBERS: 1119-241-10,-13,-18,-25,-26, AND -27), PURSUANT TO THE CERTIFIED ENVIRONMENTAL IMPACT REPORT (EIR) (STATE CLEARING HOUSE NO. 2023030788) AND MITIGATION MONITORING AND REPORTING PROGRAM AND DIRECTING STAFF TO FILE A NOTICE OF DETERMINATION.

WHEREAS, the City of Fontana ("City") has an adopted general plan, which provides comprehensive, long-term goals, policies and programs for the physical development of the City; and

WHEREAS, Assessor's Parcel Numbers ("APNs") 1119-241-10, -13, -18, -25, -26 and -27 ("Project Site"), were annexed from San Bernardino County and incorporated into the City of Fontana on October 8, 1981; and

WHEREAS, on August 29, 2022, the City received an application from Seefried Industrial Properties ("Applicant") for a Tentative Parcel Map No 22-000025 (TPM No. 20611) and Design Review (DRP) No. 22-000051 (Project); and

WHEREAS, the Project proposes to consolidate six (6) parcels into one (1), vacate a portion of Windflower Avenue generally located between Sierra Avenue and Mango Avenue, and obtain site and architectural review for the construction of a new warehouse building at the Project Site (Project); and

WHEREAS, the Project Site is designated as Light Industrial (I-L) in the General Plan and is located within the Light Industrial (M-1) zoning district, which allows for such projects; and

WHEREAS, California Government Code Section 65402 provides that if a general plan has been adopted, no street shall be vacated or abandoned until the location, purpose and extent of such vacation has been submitted to and report upon by the planning agency as to conformity with the adopted general plan; and

WHEREAS, pursuant to State CEQA Guidelines section 15087(e), the Draft EIR was circulated for at least a 45-day public review and comment period from September 11, 2024,

to October 25, 2024; and

WHEREAS, the City has prepared a FEIR consisting of the comments received during the 45-day public review and comment period on the Draft Environmental Impact Report ("EIR"), written responses to those comments, revisions to the Draft EIR, and an errata making minor, non-substantive changes to the FEIR. For the purposes of this Resolution, the "EIR" shall refer to the Draft EIR, as revised by the FEIR, together with the other sections of the FEIR; and

WHEREAS, the information contained in the FEIR (State Clearing House No. 2023030788) prepared for the project with the inclusion of a Mitigation Monitoring and Reporting Program ("MMRP") has been made available for public review; and

WHEREAS, pursuant to Resolution PC No. 2025-____, the Planning Commission of the City of Fontana (Planning Commission) adopted environmental findings, pursuant to CEQA, certified the EIR, adopted the Mitigation Monitoring and Reporting Program ("MMRP"), and approved the Project; and

WHEREAS, the City wishes to protect and preserve the quality of life in the City, through effective land use and planning; and

WHEREAS, Windflower Avenue is not identified in the Community Mobility Circulation Element of General Plan as road. The project site is located within the General Plan Land Use Designation of Light Industrial (I-L). Additionally, the proposed vacation will conform to the General Plan finding under Government Code Section 65402.

WHEREAS, Conditions of Approval have been prepared and are attached hereto as **Exhibit "A"** for Tentative Parcel Map No. 22-000025 (TPM No. 20611) and **Exhibit "B"** for Design Review No. 22-000051; and

WHEREAS, all of the notices required by statute and the Fontana Municipal Code (FMC) have been given as required; and

WHEREAS, the owners of property within 660 feet of the Project Site were notified via public hearing notice mailer prior to the public hearing; and a notice of the public hearing was published in the Fontana Herald newspaper on May 23, 2025, and simultaneously displayed at City Hall and at the Project Site; and

WHEREAS, on June 3, 2025, a duly noticed public hearing on the Final Environmental Impact Report, Tentative Parcel Map No. 22-000025 (TPM No. 20611) and Design Review No. 22-000051, was held by the Fontana Planning Commission ("Planning Commission") to consider testimony and evidence presented by the Applicant, City staff, and other interested parties; and,

WHEREAS, the Planning Commission carefully considered all information pertaining to the Project, which incorporates the proposed vacation of Windflower Avenue, including the staff report, findings, and all of the information, evidence and testimony presented at its public hearing on June 3, 2025; and

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

NOW, **THEREFORE**, be it **RESOLVED** by the Planning Commission:

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

Section 2. CEQA. Consistent with the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000 et seq.) and the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the EIR (State Clearinghouse No. 2023030788) was prepared for development. Per Resolution PC No. 2025-____, the Planning Commission adopted environmental findings pursuant to CEQA, certified the EIR, which analyzed Tentative Parcel Map No. 22-000025 (TPM No. 20611) and Design Review No. 22-000051, adopted the MMRP, and approved the Project. The Planning Commission has certified the EIR and a Notice of Determination has been prepared.

Section 3. Tentative Parcel Map Findings. The Planning Commission hereby makes the following findings for Tentative Parcel Map No. 22-00025 (TPM No. 20611) in accordance with Section 26-218 (d) of the FMC:

Finding No. 1: **The proposed map is consistent with the city's general plan and any applicable specific plan.**

Findings of Fact: Tentative Tract Map No. 22-000025 (TPM No. 20611) is consistent with the Project Site's General Plan land use designation of Light Industrial (I-L). The tentative parcel map proposes to consolidate six (6) parcels into one (1) and vacate Windflower Avenue to construct a warehouse building, which use is consistent with the General Plan. The lot size complies with the FMC and the Zoning and Development Chapter Code. The tentative parcel map is not within a specific plan.

Finding No. 2: **The design or improvements of the proposed subdivisions are consistent with the general plan and any applicable specific plan.**

Findings of Fact: The Project has been designed to be consistent with the General Plan including on and off-site improvements. The subdivision design aligns with Chapter 15 (Land Use, Zoning, and Urban Design Element), Chapter 9 (Community Mobility and Circulation Element) and Chapter 16 (Stewardship and Implementation Element) of the General Plan, by providing high quality site designs. Additionally, the subdivision aligns with Chapter 26 (Subdivisions) of the FMC since the vacation of Windflower Avenue and the proposed on-site and off-site improvements (including curb, gutter, sidewalks, and underground utilities) will meet the FMC's requirements. The Project has been reviewed by the Planning Department, Engineering Department and Fire Department, and it was determined that the conditions of approval

will ensure compliance with the city code and regulations.

Finding No. 3: **The site is physically suitable for the type and density of development proposed.**

Findings of Fact: The Project Site is approximately 18.3 adjusted gross acres and is adequate in size to accommodate the warehouse building. The existing topography of the Project Site is relatively flat and is conducive to the development of the Project. All street improvements will be constructed pursuant to applicable building, zoning and fire code standards.

Finding No. 4: **The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.**

Findings of Fact: The design of Tentative Parcel Map No. 22-000025 (TPM No. 20611) and the public improvements will not likely to cause substantial environmental damage, nor will it substantially and unavoidably injure fish and wildlife or their habitat, because there are no bodies of water nearby. Furthermore, the Project Site is in an area that has been disturbed by past human activity and is surrounded by residential and industrial development.

Lastly, an EIR has been prepared for this project pursuant to CEQA and the 2019 Local Guidelines for Implementing CEQA. Based on the information in the EIR, the project does not present significant effects to the environment as a result of project implementation. The mitigation measures established with the EIR along with Conditions of Approval will reduce any significant impacts to the surrounding area. The use is anticipated based on the Land Use Designation and the Zoning and Development Code.

Finding No. 5: **The design of the subdivision or the type of improvements will not cause serious public health problems.**

Findings of Fact: The design of Tentative Parcel Map No. 22-000025 (TPM No. 20611) will not cause public health problems. The development complies with the Zoning and Development Code, and the General Plan. Improvements for the Project include sidewalks, drainage, the undergrounding of utilities and site grading to provide a safe and well-designed project for the area. The Project promotes the public health, safety, and welfare of the surrounding community, and will not cause public health problems.

Finding No. 6: **The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed**

subdivision.

Findings of Fact: The design of Tentative Parcel Map No. 22-000025 (TPM No. 20611) and its the associated improvements will not conflict with any access easements acquired by the public. The property will be accessed from Sierra Avenue and Mango Avenue. The Project Site will have adequate circulation for various vehicles that will be using the site. Currently there are no other public access easements through or within the Project site.

Finding No. 7: The proposed subdivision is consistent with local ordinances certified by the State Board of Forestry and Fire Protection as meeting or exceeding the state regulations.

Findings of Fact: The proposed project is in an area identified in the State Cal-Fire very high fire hazard severity zone and the site has been identified in the local City adopted ordinance as part of the fire hazard overlay district (FHOD). The site will be built pursuant to all applicable building and fire codes standards, in addition to the Conditions of Approval as referenced herein. All requirements of Section. 30-656 (Fire Hazard Overlay District Regulations) shall apply.

Finding No. 8: The proposed project will have fire protection and suppression services available for the subdivision through the City.

Findings of Fact: The site will be built pursuant to all applicable building and fire codes standards, in addition to the Conditions of Approval as referenced herein. The project was reviewed by the Fontana Fire Protection District and Building & Safety and the appropriate conditions have been placed on the project so the project will have fire protection and suppression services. All requirements of Section. 30-656 (Fire Hazard Overlay District Regulations) shall also apply.

Section 4. Design Review Findings. The Planning Commission hereby makes the following findings for DRP No. 22-000051 in accordance with Section 30-120 of the Fontana Zoning and Development Code:

Finding No. 1: The proposal is consistent with the General Plan, Zoning and Development Code, and any applicable Specific Plan.

Findings of Fact: The Project involves the development of one (1) 398, 514 square foot warehouse building on an 18.3 adjusted gross acre lot. Architectural features for the Project include aluminum storefront with glazed windows, metal canopies and metal doors. The site and building design comply with the criteria contained in the design review section of the Zoning and Development Code. The Project has high quality

architecture and appropriate screening. The screening is comprised of screen walls and landscaping to make for an appropriate and desirable development. The Project Site aligns with Chapter 15 (Land Use, Zoning, and Urban Development) of the General Plan Land Use designation because it provide industrial uses where there is easy access to regional transportation routes. The Project is not within a specific plan.

Finding No. 2: **The proposal meets or exceeds the criteria contained in this chapter and will result in an appropriate, safe, and desirable development promoting the public health, safety, and welfare of the community.**

Findings of Fact: The Project will result in the construction of a warehouse building totaling approximately 398,514 square feet. This building will be built pursuant to all applicable building, zoning, and fire codes, Division 11 of the Zoning and Development Code, and the Conditions of Approval attached hereto as Exhibit "B". Architectural features include aluminum storefront with glazed windows, metal canopies and metal doors. The exterior color palette for the proposed building is comprised of a white and gray neutral tone with black and red accent. The variations to the building face and roof lines, and tower elements at a maximum of 48 feet high, will add structural and visual interest to the building and be consistent with the surrounding area. The project will include sidewalks and landscape improvements along the project boundaries.

The site improvements have been reviewed by the City of Fontana Fire, Building and Safety, and Engineering Departments. Based on the department's reviews, it was determined that the Project meets the minimum requirements of the Light Industrial (M-1) zone.

Finding No. 3: **The proposal, in its design and appearance, is aesthetically and architecturally pleasing resulting in a safe, well-designed facility while enhancing the character of the surrounding neighborhood.**

Findings of Fact: The Project is aesthetically and architecturally pleasing and compatible with the surrounding area. The Project Site is approximately 18.3 adjusted gross acres and is physically suitable in size and shape to support the warehouse building. The Project creates visual interest with architectural features such as glazed windows, tower elements, with variations to the roof lines. The development has been designed with features of architectural relief, landscaping, street improvements and lighting to enhance the character of the surrounding neighborhood.

The project has been reviewed by the Engineering, Building and

Safety and Fire Departments with respect to the site circulation, access and safety, and it was determined that the Project meets and exceeds the standards of the Zoning and Development Code and will provide a safe design for public access.

Finding No. 4: The site improvements are appropriate and will result in a safe, well-designed facility.

Findings of Fact

The development will bring significant improvements, to both the Project Site and, the surrounding area. The Project features sidewalks, drainage, grading, curb, gutter, sidewalk, landscaping, lighting, perimeter walls and fencing to provide a safe and well-designed neighborhood.

The Project Site improvements have been reviewed by the City's Planning, Fire, Building and Safety, and Engineering Departments. Based on the departmental reviews, it was determined that the Project meets all City standards in regard to circulation, access and safety.

Section 5. Tentative Parcel Map and Design Review Approvals. Based on the foregoing, the Planning Commission hereby approves Tentative Parcel Map No. 22-000025 (TPM No. 20611) subject to the Conditions of Approval attached hereto as "**Exhibit A**", and incorporated herein by this reference, DRP No. 22-000051 subject to the Conditions of Approval attached hereto as **"Exhibit B"** and incorporated herein by this reference.

Section 6. General Plan Conformity for Windflower Avenue Vacation. Pursuant to Government Code Section 65402, the Planning Commission has reviewed the proposed vacation of Windflower Avenue in relation to the goals, policies, and land use designations of the City's General Plan and finds that the proposed vacation is in conformity with the City's General Plan.

Section 7. Resolution Regarding Custodian of Record: The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at the Planning Department, 8353 Sierra Avenue, Fontana, CA 92335. This information is provided in compliance with Public Resources Code section 21081.6.

Section 8. Certification. The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

Section 9. Effective Date. This Resolution shall become effective immediately upon its adoption.

Section 10. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Fontana, California, at a regular meeting held on this 3rd day of June 2025.

City of Fontana

_____
Idilio Sanchez, Chair

ATTEST:

I, Joseph Armendarez, Secretary of the Planning Commission of the City of Fontana, California, do hereby certify that the foregoing resolution was duly and regularly adopted by the Planning Commission at a regular meeting thereof, held on the 3rd day of June 2025, by the following vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Joseph Armendarez, Secretary

EXHIBIT "A"

FONTANA
CALIFORNIA

CITY OF FONTANA
CONDITIONS OF APPROVAL

PROJECT: Master Case No. (MCN) 22-0000104 June 3, 2025
Tentative Parcel Map No. 22-000025 (TPM No. 20611)

LOCATION: The project site is located east of Sierra Avenue, west of Mango Avenue and south of Summit Avenue encompasses six (6) parcels comprised of approximately 18.3 acres (APNs: 1119-241-10, -13,-18,-25,-26 and -27).

PLANNING DEPARTMENT:

1. The rights and privileges granted by this project shall not become effective, nor shall the applicant commence the use for which this project is granted, until all of the following have occurred:
   A. All requirements of the Fontana Municipal Code shall be complied with.
   B. All other Conditions of Approval imposed by this project have been fulfilled.

2. The applicant shall defend, indemnify, protect and hold harmless the City of Fontana or its agents, officers, attorneys, and employees from any and all actual or alleged claims, actions or proceedings against the City of Fontana or its agents, officers, attorneys, or employees to attack, set aside, void, annul or seek monetary damages arising out of any challenge to the applicant's proposed project or to any approvals of the Planning Commission and/or City Council concerning this project, including but not limited to actions challenging CEQA actions, permits, variances, plot plans, design plans, maps, licenses, and amendments. The City of Fontana shall promptly notify the applicant of any claim, action, or proceeding and the City of Fontana shall cooperate in the defense.
   In the event of any such third-party action or proceeding, the City shall have the right to retain its own separate legal counsel to defend the interests of the City. The applicant shall be responsible for reimbursing the City for such legal fees and costs, in their entirety including actual attorneys' fees which may be incurred by the City in defense of such action or proceeding. This indemnification shall also include, but not be limited to, damages, fees, and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities and expenses incurred in connection with such claim, action, or proceeding whether incurred by applicant, the City and/or any parties bringing such forth.
   The City of Fontana and the applicant acknowledge that the City would not have approved this project if the City were to be liable to applicant in damages under or with respect to all or any part of this application or this condition of approval. Accordingly, applicant shall

not sue the City for damages or monetary relief for any matter arising from or related to this condition of approval. Applicant's sole and exclusive remedy shall be limited to declaratory/injunctive relief, mandate, and/or specific performance.

3. Tentative Parcel Map No. 22-000025 (TPM No. 20611) shall comply with all applicable development standards of, Chapter 26 (Subdivisions), Chapter 30 (Zoning and Development), Fontana Municipal Code (FMC), and the Subdivision Map Act.

4. The applicant/developer shall underground all utilities, which for the purpose of this condition shall also include all boxes, structures and/or other equipment located in the public right-of-way, any public utility easement(s) and on any private property, as required by the City's municipal code. A note to this effect shall be placed on the map prior to recordation of the final map.

5. The applicant/developer shall comply with the mitigation measures identified in the Final Environmental Impact Report (FEIR), and Mitigation, Monitoring and Reporting Program (MMRP) as approved by the Planning Commission.

6. All Conditions of Approval and Mitigation Monitoring and Reporting Program (MMRP) contained herein shall be incorporated into all applicable final construction plans and a copy of these conditions shall be placed on a sheet in the final building and grading plans prior to issuance of any building or grading permits.

7. Tentative Parcel Map No. 22-000025 (TPM No. 20611) shall become null and void two (2) years from the date of approval, unless the appropriate permits have been obtained and construction, defined as permit obtainment, commencement of construction of the primary building on site, and successful completion of the first Building and Safety Department inspection, has commenced within this period.

8. In the event that one or more of the Conditions of Approval for this project needs to be amended and/or deleted to health, safety or welfare concerns, the City Manager is authorized to approve or conditionally approve such amendment/deletion, provided that City Manager shall bring such proposed amendment/deletion to the City Council at the next available meeting for City Manger's decision. The noticing of such City Council meeting for possible ratification shall be pursuant to Section No. 30-23 of the Municipal Code.

9. The applicant shall post a publicly visible sign on the project site with the telephone number and 24-hour point of contact for dust, noise, and construction complaints. The 24-hour point of contact shall be available 24 hours a day, 7 days a week and have authority to commit additional assets to control dust, or respond to construction complaints after hours, on weekends and on holidays. Construction shall be limited to 7:00 am to 6:00 pm on weekdays, 8:00 am to 5:00 pm on Saturdays, and no construction on Sundays and Holidays.

10. The applicant shall meet all requirements identified in the Industrial Commerce Sustainability Ordinance (Chapter 9, Article V of the Fontana Municipal Code).

11. The applicant shall meet all requirements of the Trip Reduction Measures of the Zoning and Development Code (Section 30-962).

BUILDING & SAFETY:

General Conditions

12. The applicant shall design the project to show compliance with the latest adopted edition of the following codes as applicable:
    A. California Building Code
    B. California Residential Code
    C. California Electrical Code
    D. California Mechanical Code
    E. California Plumbing Code
    F. California Energy Code
    G. California Fire Code
    H. California Green Building Standards Code

13. The applicant shall install an automatic fire suppression system, which is required in all new construction per FMC Chapter 11 Article II. Design and type of system shall be based upon the requirements of the Building Code, Fire Code and the requirements of the Fontana Fire Prevention District.

14. The applicant shall comply with the requirements of the South Coast Air Quality Management District (909-396-2000). SCAQMD requirements shall be satisfied prior to the issuance of any permit if hazardous materials are stored and/or used.

15. The applicant shall verify that any temporary building, trailer, commercial coach, etc. installed and/or used in connection with a construction project complies with FMC Chapter 5 Article XIV.

16. The applicant shall verify that all perimeter/boundary walls are designed and constructed so that the outer/exterior face of the wall is as close as possible to the lot line. In any case, the outer/exterior face of the wall shall be within two (2) inches of the lot line. Distances greater than two (2) inches may be approved prior to construction by the Building Official on a case-by-case basis for extenuating circumstances.

17. The applicant shall comply with the following grading requirements:
    A. Grading plans shall be submitted to and approved by Building & Safety. The grading plans shall indicate all site improvements and shall indicate complete drainage paths of all drainage water run-offs.
    B. All drainage water shall drain via approved methods to an approved location, such as a public street, a public drainage system, etc.
    C. Drainage water shall not cross over a public sidewalk. Drainage water may, however, cross under a sidewalk if an approved drainage structure is used.
    D. A recorded drainage acceptance agreement is required from adjoining

property(s) receiving flows from this property.

E. No water course or natural drainage shall be obstructed.

F. Minimum slope or grade for ALL drainage structures shall be one half (0.50) percent for concrete and one (1.0) percent for all other, or as otherwise approved by the Building Official.

G. Drainage water shall not pass from an 'improved' type of drainage structure to an 'unimproved' type of drainage structure (e.g., concrete swale to a dirt swale) unless otherwise approved by the Building Official.

H. A complete hydrology study using the latest edition of the San Bernardino County Flood Control Hydrology Manual, and complete hydraulic calculations justifying the size, slope, capacity, etc. of any and all drainage structures being utilized, shall be submitted to and approved by Building & Safety.

The on-site drainage system shall, as a minimum, be designed to handle the run-off generated by a ten (10) year storm. Check for flooding of all on-site structures (buildings) and all adjacent properties during a hundred (100) year storm.

I. The grading plans shall, as a minimum, contain sections at all lot lines and/or permit boundary lines. These sections shall clearly indicate:

1. The relationship between the proposed finished on-site grade elevations and the existing adjacent property grade elevations (Indicate any additional drainage water that may come from an adjacent property.); and
2. The ground cover/finished surface material being proposed (e.g., type of pavement, plant material, etc.); and
3. All proposed drainage structures; and
4. Any proposed and/or required walls or fencing.

18. The applicant shall verify that all exterior lighting shall be oriented, directed, and/or shielded as much as possible so that direct illumination does not infringe onto adjoining properties.

19. The applicant is required to obtain permits for the removal and/or demolition of structures.

PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

20. The following items (as applicable) shall be completed by the applicant and submitted to Building & Safety prior to the issuance of building permits for this project:

A. Precise grading plans shall be approved
B. Rough grading completed
C. Compaction certification
D. Pad elevation certification

E. Rough grade inspection signed off by a City Building Inspector

21. If hazardous substances are used and/or stored, the applicant shall provide a technical opinion and report, identifying and developing methods of protection from the hazards presented by the hazardous materials, maybe required. This report shall be prepared by a qualified person, firm, or corporation and submitted to Building & Safety. This report shall also explain the proposed facility's intended methods of operation and list all of the proposed materials, their quantities, classifications, and the effects of any chemical (material) inter-mixing in the event of an accident or spill.

22. The applicant shall combine the existing parcels into a single parcel, or a lot line adjustment shall be done so that the proposed structure(s) does not cross any lot line and complies with all requirements of the California Building Code, prior to any building permits being issued.

23. Property is in a Very High Fire Severity Zone (VHFZ) and must comply with fire zone building code requirements.

24. Project must comply with City of Fontana's Industrial Commerce Sustainability Ordinance. For more information related to Building & Safety, please visit our web page at https://www.fontana.org/136/Building-Safety

ENVIRONMENTAL CONTROL:

Prior to Certificate of Occupancy or Permit Approval:

25. All industrial facilities shall submit an Industrial Wastewater Discharge Permit application to Environmental Control. (FMC 23-218) To obtain or submit an application, please contact Sal Romero at 909-428-8809 or sromero@fontana.org.

26. All commercial facilities conducting activities listed below shall submit an Industrial Discharge Permit application to Environmental Control. (FMC 23-218) To obtain or submit an application, please contact Sal Romero at 909-428-8809 or sromero@fontana.org.

- Any facility maintained for the servicing, washing, cleaning or repair of vehicles, construction equipment, industrial transportation or power equipment. (FMC 23-218).
- All restaurants or other food processing facilities. (FMC 23-218)
- All facilities maintained for the processing, filtering, softening or conditioning of water. (FMC 23-218).

27. Any facility which has a projected wastewater discharge that exceeds 25,000 gallons of water per day, or which may be categorized as a Federal Categorical discharger, or which is requesting a permit to discharge to the Inland Empire Utilities Agency (IEUA) Non-Reclaimable Wastewater Line (NRW) shall submit a Uniform Industrial Wastewater Survey and Permit Application to IEUA and Environmental Control. (FMC 23-216) To obtain or submit an application, please contact Sal Romero at 909-428-8809 or sromero@fontana.org.

Prior to the Issuance of Construction Permits:

28. Any facility proposing the discharge of non-domestic wastewater to the sanitary sewer shall demonstrate in the plan check process, through the submittal of detailed plans showing pretreatment facilities and operating procedures, that the user will pretreat wastewater to a level required to comply with FMC 23-136 - Concentration Limitations and/or FMC 23-138 – Applicability of Federal Categorical Pretreatment Standards, and/or any other applicable standard as established. (FMC 23-186).

29. All commercial or industrial facilities within the following categories must install a gravity separation interceptor to comply with the requirements of the Fontana Municipal Code (FMC Section 23-190) unless the requirement is modified by a variance issued by the Public Works Manager.

30. All commercial or industrial facilities within the following categories must install a gravity separation interceptor to comply with the requirements of the Fontana Municipal Code (FMC Section 23-190) unless the requirement is modified by a variance issued by the Public Works Manager.

31. Any facility maintained for the washing and/or cleaning of vehicles, construction equipment, industrial transportation or power equipment. The facility is required to have a designated covered area with all service bay doors protected by floor/trench drains connected to sand/oil separator to prevent the washout and/or discharge of liquids. (FMC 23-161).

32. Any facility maintained for the servicing of vehicles, construction equipment, industrial transportation or power equipment *and has installed* trench or floor drains in service bays is required to connect to a sand/oil separator. (FMC 23-161).

33. All restaurants or other food processing facilities (FMC 23-163). Conditional waivers for the grease interceptor requirement may be granted by the Public Works Manager in accordance with section 23-52 for those restaurants or food processing facilities determined not to have adverse effects on the Publicly Owned Treatment Works (POTW).

34. Any facility proposing the discharge of non-domestic wastewater to a septic system, holding tank, closed-loop system, or similar equipment, and is not connected to the sanitary sewer, is required to obtain written approval from the Santa Ana Regional Water Quality Control Board (SARWQCB).

35. Per the State Water Resources Control Board Resolution No. 2012-0032 all Onsite Wastewater Treatment Systems must be approved by the SARWQCB beginning May 13, 2018. A copy of the policy is available at: http://www.waterboards.ca.gov/water issues/programs/owts/index.shtml.

36. Submit drawings to the SARWQCB for approval. Provide a copy of the SARWQCB approval letter and their approved plans to the City of Fontana.

37. For more information, or to submit your plans, please contact Susan Beeson at sbeeson@waterboards.ca.gov or 951-782-4902.

Storm Water
Upon Certificate of Occupancy or Permit Approval and during Occupancy:

38. All Commercial, Industrial, Institutional, and/or other facilities deemed to have the potential to discharge pollutants to the storm drain system shall implement source control and pollution prevention practices to prevent unauthorized, non-storm water discharges, at all times.

39. Vehicle, equipment and/or exterior washing activities are prohibited unless a wastewater recovery system is in place. All wastewater shall be recovered, stored and disposed of by proper and legal means through a waste disposal facility. Contractors hired for washing activities shall maintain a current City of Fontana Business License Tax Certificate to operate as a mobile washing business.

40. Facilities that conduct regular and routine washing and/or cleaning of vehicles, construction equipment, industrial transportation or power equipment are required to have a designated wash rack area. (See Pretreatment Conditions above).

FIRE DEPARTMENT:

41. **Jurisdiction.** The above referenced project is under the jurisdiction of the Fontana fire Protection District (herein "Fire Department"). Prior to any construction occurring on any parcel, the applicant shall contact the Fire Department for verification of current fire protection requirements. All new construction shall comply with the current California Fire Code requirements and all applicable statutes, codes, ordinances, and standards of the Fire Department.

42. **Fire Access Road Width**: Prior to map recordation, all fire access roadways shall be designed to meet the requirements for this development and shall be approved by the Fire Department. All buildings shall have access provided by approved roads, alleys, and private drives with a minimum twenty-six (26) foot unobstructed width and vertically to fourteen (14) feet six (6) inches in height. Buildings three (3) stories in height or more shall have a minimum access of thirty (30) feet unobstructed width and vertically to fourteen (14) feet six (6) inches in height. California Fire Code Chapter 5 & SBCoFD Standard A-1.

43. **Turnaround:** An approved turnaround shall be provided at the end of each roadway one hundred and fifty (150) feet or more in length. Cul-de-sac length shall not exceed six hundred (600) feet; all roadways shall not exceed a 12% grade and have a minimum of nineteen (19) foot inside radius and a forty-five (45) foot outside radius for all turns. California Fire Code Chapter 5 & SBCoFD Standard A-1.

44. **Street Signs:** Approved temporary or permanent street signs shall be installed throughout the project prior any combustible materials being placed on the construction site. California Fire Code Chapter 5 & SBCoFD Standard A-2.

45. **Fire Lanes**: The applicant shall submit a site plan to the Fire Department for review and

approval of all proposed signage and striping for all fire access roadways. All curbs adjacent to fire lanes shall be painted red and “No Parking, Fire Lane” signs shall be installed on public and private roads in accordance with approved standards. SBCoFD Standard A-2.

46. **Water System Commercial**: Prior to map recordation or lot line adjustment, all water supply systems shall be designed to meet the required fire flow for this development and shall be approved by the Fire Department. The required fire flow shall be determined by using Appendix BB of the California Fire Code. A minimum of one new six (6) inch fire hydrant assembly with two (2) two and one half (2 1/2) inch and one (1) four (4) inch outlet (4”x2.5”x2.5”) shall be provided. All fire hydrants shall be spaced no more than three hundred (300) feet apart as measured along vehicular travel-ways. California Fire Code Chapter 5 & SBCoFD Standard W-2. The Fire Flow for this project shall be: 4,000 GPM for a two-hour duration at 20 psi residual operating pressure. Fire Flow is based on a 398,514 Square Foot structure.

47. **Hydrant Marking**: Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. SBCoFD Standard W-2.

48. **Water Improvement Plan**: The applicant shall submit “Water Improvement Plans” to Fontana Fire Prevention. W.I.P. to include site plan, existing & proposed PUBLIC fire hydrant locations, building construction type and largest building square footage. Once approved by Fire Department, applicant will provide stamped/approved W.I.P to water purveyor for their construction needs. ON-SITE PRIVATE FIRE WATER SUPPLY SHALL BE INSPECTED AND IN WORKING CONDITION PRIOR TO PLACING COMBUSTIBLE MATERIALS ON THE JOBSITE. California Fire Code Chapter 5.

49. **Combustible Protection**: Prior to combustibles being placed on the project site an approved paved roadway providing fire access and fire hydrants providing an acceptable fire flow shall be installed. California Fire Code Chapter 5.

50. Fuel Modification Zones. A Fire Protection Plan has been designed specifically for the subject project and approved by the Fire Department. All requirements of the Plan shall be adhered to, and any landscaping or construction within these areas shall be submitted to the Fire Department for review and approval in compliance with appropriate standards. California Fire Code Chapter 49.

51. **Fire Sprinkler-NFPA #13:** An automatic fire sprinkler system complying with NFPA 13 and Fire Department standards is required. A fire sprinkler contractor shall submit three (3) sets of detailed plans to the Fire Department for review and approval. The plans shall include hydraulic calculations and manufacturer specification sheets. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9 & SBCoFD Standard F-1.

52. **Fire Alarm, Waterflow Monitoring**: A water flow monitoring fire alarm system complying with the California Fire Code, NFPA and all applicable codes is required for fire sprinkler systems with twenty (20) sprinkler heads or more. A fire alarm contractor shall submit three (3) sets of detailed plans to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal. California Fire

Code Chapter 9, NFPA 72 & SBCoFD Standard F-5.

53. **Smoke Removal:** An automatic smoke removal system complying with the California Fire Code, NFPA and all applicable codes is required. The applicant shall submit three (3) sets of detailed smoke removal system plans to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9.

54. **Fire Extinguishers:** Hand portable fire extinguishers are required. The location, type, and cabinet design shall be approved by the Fire Department. California Fire Code Chapter 9.

55. **Commercial (large facility) Addressing:** Commercial and industrial developments in excess of 100,000 sq. ft. shall have the street address installed on the building with numbers that are a minimum twelve (12) inches in height and with a one and one half (1 ½) inch stroke. The street address shall be visible from the street. During the hours of darkness, the numbers shall be electrically illuminated (internal or external). Where the building is two hundred (200) feet or more from the roadway, additional non-illuminated contrasting six (6) inch numbers shall be displayed at the property access entrances. California Fire Code Chapter 5 & SBCoFD Standard B-1.

56. **Key Box:** An approved Fire Department key box is required. The key box shall be provided with a tamper switch and shall be monitored by a Fire Department approved central monitoring service. California Fire Code Chapter 5 & SBCoFD Standard A-4.

57. **Security Gates:** In commercial, industrial, and multi-family complexes, all swing gates shall have an approved fire department Knox Lock. Where an automatic electric security gate is used, an approved Fire Department override switch is required. California Fire Code Chapter 5 & SBCoFD Standard A-3.

58. **Material Identification Placards:** The applicant shall install, in all locations deemed appropriate by the Fire Department, approved material identification placards on the outside of all buildings and/or storage tanks that store hazardous or flammable materials. Additional placards shall be required inside the buildings when chemicals are segregated into separate areas. California Fire Code Chapter 50 & NFPA 704.

59. **High-Piled Storage**: The applicant shall submit an application for a High-Piled Storage permit for storage of over 12’ in height of Class I-IV commodities and/or over 6’ in height of high hazard commodities. Three (3) sets of detailed plans and a commodity analysis report shall be submitted to the Fire Department for review and approval. The applicant shall submit to the Fire Department concurrently with any racking permits to the Building and Safety division. California Fire Code Chapter 32 & SBCoFD Standard S-1.

60. **Secondary Access:** The development shall have a minimum of two points of vehicular access during each phase of construction for fire and emergency access purposes and for evacuation routes. SBCoFD Standard A-1.

ENGINEERING DEPARTMENT:

61. The Project shall be served by the City's sanitary sewer system, all sewer facilities shall be constructed in accordance with the City Standards. Main trunk sewer line shall be in accordance with master sanitary sewer plan or as approved by the City Engineer.

62. The Applicant shall obtain design and plan approval from all utility providers having jurisdiction over the on-site and off-site utilities. Completion of all undergrounding of on-site and off-site utilities is required by Section 27-52 of the City Municipal Code and in accordance with plans and specifications approved by the City Engineer.

63. The Applicant shall maintain all improvements and utilities within the public right-of-way, including street sweeping, prior to issuance of final certificate of occupancy by the City.

PRIOR TO ISSUANCE OF GRADING PERMIT

64. The Applicant shall submit and gain approval of a complete Water Quality Management Plan report in accordance with the County of San Bernardino Technical Guidance Document and latest template.

65. The Applicant shall submit and gain approval of a final drainage study prepared in accordance with the County of San Bernardino Hydrology Manual and Fontana Master Plan of Drainage.

PRIOR TO MAP RECORDATION

66. The Applicant shall provide a Land Improvement Agreement, with accompanying security. The agreement shall be executed on City provided forms.

PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS

67. The Applicant shall record All map's, lot line adjustments, right-of-way dedications, easements, reciprocal access agreement as required for the development.

68. The Applicant shall submit engineered improvement plans and obtain full approval. All required public improvements, including but not limited to streets, storm drainage systems, sewers, traffic signals, streetlights, striping, signs, landscape, and any required traffic control and/or detour plans. All plans shall conform to City Standards and Specifications, and as approved by the City Engineer.

69. Additional streetlights may be required to meet City standards.

70. The Applicant shall perform a pavement quality analysis by a qualified geotechnical engineer for Sierra Avenue and Mango Avenue for review and approval by the City. Pavement structural sections for Sierra Avenue and Mango Avenue along the project frontage to the centerline of the street shall be brought into conformance with City standards. All areas of pavement repair or replacement shall be justified by the pavement quality analysis and shall bring the pavement condition to a 20 year pavement life.

71. Due to the location of the emergency vehicle entrance on Sierra Avenue, the bus turnout may be modified to accommodate safe and accessible loading and unloading of the

traveling public. Modifications may include but are not limited to extending the bus turnout length, adjustment to the curb height and shape, and adding special signage.

PRIOR TO ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY

72. Complete all public improvements required of the project. Underground utilities required of the project. Ensure streetlights are energized and operating properly.

73. The Applicant/Engineer to provide the City of Fontana with As Built/Record Drawings for all public improvement plans. The Applicant/Developer shall provide a copy of the streetlight electric bill.

74. Slurry seal roads effected by the development as directed by the inspector. Slurry seal limits may extend past the project frontage to address existing striping/pavement markings that conflicts with new striping/pavement markings, repair trenches, and other areas as determined by the inspector.

75. The Surveyor of Record shall provide centerline ties to the City of Fontana reflecting proper setting of all survey monuments within the project limits and replace any existing survey monuments damaged or removed during construction.

76. The Surveyor of Record shall set survey monuments as required by the map and corner records must be recorded with the County. The Surveyor of Record shall notify the City in writing that monuments have been set in accordance with the recorded subdivision map and he/she has been paid in full for doing so.

77. The Applicant/Landscape Architect shall provide a "Landscape Certificate of Compliance" certifying that the work has been designed, installed, and will be maintained in accordance with the City of Fontana's Model Water Efficiency Landscape Ordinance (Ordinance 1743, FCC Section 28).

78. All sewers shall be video inspected by applicant/contractor. Sewer video shall include clean-out connection, clean-out to lateral segment, lateral, and main line. Contractor performing the video inspection must have a NASSCO PACP, LACP, and MACP certification. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff with an accompanying full report. Videos to be inspected and approved by City Inspector. If removal and replacement of any utility is required, a subsequent video of the repair will be required.

79. All storm drains shall be video inspected by applicant/contractor. Storm drain video shall include main lines and laterals. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff. Videos to be inspected and approved by City Inspector. If removal and replacement of any utility is required, a subsequent video of the repair will be required.

80. The Applicant/Engineer of Record shall submit a conforming copy of the recorded Memorandum of Agreement for the Water Quality Management Plan and Storm Water

Best Management Practice transfer. The Access, Maintenance, and the WQMP Certification for BMP Completion must be submitted to the City Project Engineer.

END OF CONDITION

EXHIBIT "B"

FONTANA
CALIFORNIA

CITY OF FONTANA
CONDITIONS OF APPROVAL

PROJECT: Master Case No. (MCN) 22-000104 June 3, 2025
Design Review (DRP) No. 22-000051

LOCATION: The project site is located east of Sierra Avenue, west of Mango Avenue and south of Summit Avenue encompasses six (6) parcels comprised of approximately 18.3 acres (APNs: 1119-241-10, -13,-18,-25,-26 and -27).

PLANNING DEPARTMENT:

1. The rights and privileges granted by this project shall not become effective, nor shall the applicant commence the use for which this project is granted, until all of the following have occurred:
   A. All requirements of the Fontana Municipal Code shall be complied with.
   B. All other Conditions of Approval imposed by this project have been fulfilled.

2. Prior to the construction of any modifications, all structural and aesthetic changes to the project design must be requested and approved in writing by the Director of Planning or his/her designee. Major structural and aesthetic changes exceeding the codified parameters of administrative policy shall be presented to the Planning Commission for approval.

3. The applicant shall defend, indemnify, protect and hold harmless the City of Fontana or its agents, officers, attorneys, and employees from any and all actual or alleged claims, actions or proceedings against the City of Fontana or its agents, officers, attorneys, or employees to attack, set aside, void, annul or seek monetary damages arising out of any challenge to the applicant's proposed project or to any approvals of the Planning Commission and/or City Council concerning this project, including but not limited to actions challenging CEQA actions, permits, variances, plot plans, design plans, maps, licenses, and amendments. The City of Fontana shall promptly notify the applicant of any claim, action, or proceeding and the City of Fontana shall cooperate in the defense.

4. In the event of any such third-party action or proceeding, the City shall have the right to retain its own separate legal counsel to defend the interests of the City. The applicant shall be responsible for reimbursing the City for such legal fees and costs, in their entirety including actual attorneys' fees which may be incurred by the City in defense of such action or proceeding. This indemnification shall also include, but not be limited to, damages, fees, and/or costs awarded against the City, if any, and cost of suit, attorney's

fees, and other costs, liabilities and expenses incurred in connection with such claim, action, or proceeding whether incurred by applicant, the City and/or any parties bringing such forth.

5. The City of Fontana and the applicant acknowledge that the City would not have approved this project if the City were to be liable to applicant in damages under or with respect to all or any part of this application or this condition of approval. Accordingly, applicant shall not sue the City for damages or monetary relief for any matter arising from or related to this condition of approval. Applicant's sole and exclusive remedy shall be limited to declaratory/injunctive relief, mandate, and/or specific performance.

6. This Design Review shall become null and void two (2) years from the date of approval, unless the appropriate permits have been obtained and construction, defined as permit obtainment, commencement of construction of the primary building site, and successful completion of the first Building and Safety Division inspection, has commenced within this period.

7. All Conditions of Approval contained herein shall be incorporated into all applicable final construction plans and a copy of these condition shall be placed on a sheet in the final building or grading plans prior to issuance of any building or grading permits.

8. Color combinations and color schemes for buildings approved under a Design Review application shall not be modified or changed without prior approval of the original approving body by a revision to the original application. Minor hue color changes may be approved by the Director of Planning. The Director of Planning may refer minor hue color changes to the original approving body for consideration under a revision to the original application.

9. Exterior lighting compatible with the design of the building shall be provided for the parking lot. The lighting shall be directed and shielded so as to illuminate only the parking area and to avoid glare impacts on adjacent properties.

10. There shall be no refrigerated uses on site beyond what is analyzed in the Environmental Impact Report (EIR); unless, a future tenant follows any applicable studies/memorandums to amend this Condition of Approval.

11. The applicant shall meet all requirements of the Trip Reduction Measures of the Zoning and Development Code (Section 30-962).

12. All provisions of Development Agreement No. 24-002 shall be adhered. No later than 10 days after the Effective Date, the Owner shall record with the Office of the San Bernardino County Recorder, Development Agreement No.24-002 against the Property.

13. The occupants of this facility shall comply with applicable provisions of local, state, and federal laws and regulations with respect to noise, vibration, smoke, odors, fire and explosive hazards, including, but not limited to the City's adopted Hazardous Materials Management Plan and Industrial Wastewater/Discharge requirements.

14. All parking stalls shall be clearly marked by double striping pavement painting. Parking stall sizes shall be measured from the mid-point between the striping. No parking spaces shall be designated in a commercial/retail parking facility, except for disabled persons parking, van pool, carpool, or any other designated parking as required by law.

15. The applicant shall post a publicly visible sign on the project site with the telephone number and 24-hour point of contact for dust, noise, and construction complaints. The 24-hour point of contact shall be available 24 hours a day, 7 days a week and have authority to commit additional assets to control dust, or respond to construction complaints after hours, on weekends and on holidays. Construction shall be limited to 7:00 am to 6:00 pm on weekdays, 8:00 am to 5:00 pm on Saturdays, and no construction on Sundays or Holidays.

16. All signs shall be reviewed under a separate Design Review Sign application.

17. All landscaping shall be healthy and maintained in a reasonable manner as determined by the Director of Planning or his/her designee.

18. Historical Archaeological Resources

A. Upon discovery of any tribal cultural or archaeological resources, cease construction activities in the immediate vicinity of the find until the find can be assessed. All tribal cultural and archaeological resources unearthed by project construction activities shall be evaluated by the qualified archaeologist and tribal monitor/consultant. If the resources are Native American in origin, interested Tribes (as a result of correspondence with area Tribes) shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the Tribe will request preservation in place of recovery for educational purposes. Work may continue on other parts of the project while evaluation takes place.

B. Preservation in place shall be the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavation to remove the resource along the subsequent laboratory processing and analysis. All Tribal Cultural Resources shall be returned to the Tribe. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, is such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be offered to the Tribe or a local school or historical society in the area for educational purposes.

C. Archaeological and Native American monitoring and excavation during construction projects shall be consistent with current professional standards. All feasible care to avoid any unnecessary disturbance, physical modification, or separation of human remains and associated funerary objects shall be taken. Principal personnel shall me the Secretary of the Interior Standards for archaeology and have a minimum of 10 years' experience as a principal investigator working with Native American archaeological sites in southern

California. The Qualified Archaeologist shall ensure that all other personnel are appropriately trained and qualified.

19. The construction contractor shall use the following source controls at all times:
    a) Construction shall be limited to 7:00 am to 6:00 pm on weekdays, 8:00 am to 5:00 pm on Saturdays, and no construction on Sundays and Holidays unless it is approved by the building inspector for cases that are considered urgently necessary as defined in Section 18-63(b)(7) of the Municipal Code.
    b) For all noise-producing equipment, use types and models that have the lowest horsepower and the lowest noise generating potential practical for their intended use.
    c) The construction contractor will ensure that all construction equipment, fixed or mobile, is properly operating (tuned-up) and lubricated, and that mufflers are working adequately.
    d) Have only necessary equipment onsite.
    e) Use manually adjustable or ambient sensitive backup alarms. When working adjacent to residential use(s), the construction contractor will also use the following path controls, except where not physically feasible, when necessary.
    f) Temporarily enclose localized and stationary noise sources,
    g) Store and maintain equipment, building materials, and waste materials as far as practical from as many sensitive receivers as practical.

20. Up-lighting shall be provided throughout the project site to complement the architectural detail of the building and the landscaped areas, except where the building is adjacent to residential properties.

21. All roof-mounted mechanical units shall be screened from view of adjacent streets by a parapet in height equal or greater to the installed unit, unless another method of visual screening is approved by the Director of Planning.

22. The applicant/developer shall comply with the mitigation measures identified in the Mitigation (SCH No. 2009091089) Monitoring and Reporting Program (MMRP) as approved by the Planning Commission.

23. After the fifteen (15) day appeal period, the applicant shall remove the Notice of Filing sign(s) from the project site. The applicant may request a refund of the sign deposit, the request shall be in writing accompanied with a refund application. The request shall be submitted to the Planning Department.

24. The applicant shall meet all guidelines identified in the Industrial Commerce Sustainability Ordinance (Ordinance No. 1891).

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

25. The current Development fees must be paid prior to issuance of building/construction permits.

BUILDING & SAFETY:

General Conditions

26. The applicant shall design the project to show compliance with the latest adopted edition of the following codes as applicable:
    a. California Building Code
    b. California Residential Code
    c. California Electrical Code
    d. California Mechanical Code
    e. California Plumbing Code
    f. California Energy Code
    g. California Fire Code
    h. California Green Building Standards Code

27. The applicant shall install an automatic fire suppression system, which is required in all new construction per FMC Chapter 11 Article II. Design and type of system shall be based upon the requirements of the Building Code, Fire Code and the requirements of the Fontana Fire Prevention District.

28. The applicant shall comply with the requirements of the South Coast Air Quality Management District (909-396-2000). SCAQMD requirements shall be satisfied prior to the issuance of any permit if hazardous materials are stored and/or used.

29. The applicant shall verify that any temporary building, trailer, commercial coach, etc. installed and/or used in connection with a construction project complies with FMC Chapter 5 Article XIV.

30. The applicant shall verify that all perimeter/boundary walls are designed and constructed so that the outer/exterior face of the wall is as close as possible to the lot line. In any case, the outer/exterior face of the wall shall be within two (2) inches of the lot line. Distances greater than two (2) inches may be approved prior to construction by the Building Official on a case-by-case basis for extenuating circumstances.

31. The applicant shall comply with the following grading requirements:
    a. Grading plans shall be submitted to and approved by Building & Safety. The grading plans shall indicate all site improvements and shall indicate complete drainage paths of all drainage water run-offs.
    b. All drainage water shall drain via approved methods to an approved location, such as a public street, a public drainage system, etc.
    c. Drainage water shall not cross over a public sidewalk. Drainage water may, however, cross under a sidewalk if an approved drainage structure is used.
    d. A recorded drainage acceptance agreement is required from adjoining property(s) receiving flows from this property.
    e. No water course or natural drainage shall be obstructed.
    f. Minimum slope or grade for ALL drainage structures shall be one half (0.50) percent for concrete and one (1.0) percent for all other, or as otherwise approved by the Building Official.
    g. Drainage water shall not pass from an ‘improved’ type of drainage structure to an ‘unimproved’ type of drainage structure (e.g., concrete swale to a dirt swale)

unless otherwise approved by the Building Official.

h. A complete hydrology study using the latest edition of the San Bernardino County Flood Control Hydrology Manual, and complete hydraulic calculations justifying the size, slope, capacity, etc. of any and all drainage structures being utilized, shall be submitted to and approved by Building & Safety.

   The on-site drainage system shall, as a minimum, be designed to handle the run-off generated by a ten (10) year storm. Check for flooding of all on-site structures (buildings) and all adjacent properties during a hundred (100) year storm.

i. The grading plans shall, as a minimum, contain sections at all lot lines and/or permit boundary lines. These sections shall clearly indicate:
   1. The relationship between the proposed finished on-site grade elevations and the existing adjacent property grade elevations (Indicate any additional drainage water that may come from an adjacent property.); and
   2. The ground cover/finished surface material being proposed (e.g., type of pavement, plant material, etc.); and
   3. All proposed drainage structures; and
   4. Any proposed and/or required walls or fencing.

32. The applicant shall verify that all exterior lighting shall be oriented, directed, and/or shielded as much as possible so that direct illumination does not infringe onto adjoining properties.

33. The applicant is required to obtain permits for the removal and/or demolition of structures.

PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

34. The following items (as applicable) shall be completed by the applicant and submitted to Building & Safety prior to the issuance of building permits for this project:
   a. Precise grading plans shall be approved
   b. Rough grading completed
   c. Compaction certification
   d. Pad elevation certification
   e. Rough grade inspection signed off by a City Building Inspector

35. If hazardous substances are used and/or stored, the applicant shall provide a technical opinion and report, identifying and developing methods of protection from the hazards presented by the hazardous materials, maybe required. This report shall be prepared by a qualified person, firm, or corporation and submitted to Building & Safety. This report shall also explain the proposed facility's intended methods of operation and list all of the proposed materials, their quantities, classifications, and the effects of any chemical (material) inter-mixing in the event of an accident or spill.

36. The applicant shall combine the existing parcels into a single parcel, or a lot line adjustment shall be done so that the proposed structure(s) does not cross any lot line and complies with all requirements of the California Building Code, prior to any building

permits being issued.

37. Project must comply with City of Fontana's warehouse sustainability ordinance. For more information related to Building & Safety, please visit our web page at https://www.fontana.org/136/Building-Safety

ENVIRONMENTAL CONTROL:
Prior to Certificate of Occupancy or Permit Approval:

38. All industrial facilities shall submit an Industrial Wastewater Discharge Permit application to Environmental Control. (FMC 23-218) To obtain or submit an application, please contact Sal Romero at 909-428-8809 or sromero@fontana.org.

39. All commercial facilities conducting activities listed below shall submit an Industrial Wastewater Discharge Permit application to Environmental Control. (FMC 23-218) To obtain or submit an application, please contact Sal Romero at 909-428-8809 or sromero@fontana.org.

40. Any facility maintained for the servicing, washing, cleaning or repair of vehicles, construction equipment, industrial transportation or power equipment. (FMC 23-218).

41. All restaurants or other food processing facilities. (FMC 23-218)

42. All facilities maintained for the processing, filtering, softening or conditioning of water. (FMC 23-218).

43. Any facility which has a projected wastewater discharge that exceeds 25,000 gallons of water per day, or which may be categorized as a Federal Categorical discharger, or which is requesting a permit to discharge to the Inland Empire Utilities Agency (IEUA) Non-Reclaimable Wastewater Line (NRW) shall submit a Uniform Industrial Wastewater Survey and Permit Application to IEUA and Environmental Control. (FMC 23-216) To obtain or submit an application, please contact Sal Romero at 909-428-8809 or sromero@fontana.org.

Prior to the Issuance of Construction Permits:

44. Any facility proposing the discharge of non-domestic wastewater to the sanitary sewer shall demonstrate in the plan check process, through the submittal of detailed plans showing pretreatment facilities and operating procedures, that the user will pretreat wastewater to a level required to comply with FMC 23-136 - Concentration Limitations and/or FMC 23-138 – Applicability of Federal Categorical Pretreatment Standards, and/or any other applicable standard as established. (FMC 23-186).

45. All commercial or industrial facilities within the following categories must install a gravity separation interceptor to comply with the requirements of the Fontana Municipal Code (FMC Section 23-190) unless the requirement is modified by a variance issued by the Public Works Manager.

46. All commercial or industrial facilities within the following categories must install a gravity separation interceptor to comply with the requirements of the Fontana Municipal Code (FMC Section 23-190) unless the requirement is modified by a variance issued by the Public Works Manager.

47. Any facility maintained for the washing and/or cleaning of vehicles, construction equipment, industrial transportation or power equipment. The facility is required to have a designated covered area with all service bay doors protected by floor/trench drains connected to sand/oil separator to prevent the washout and/or discharge of liquids. (FMC 23-161).

48. Any facility maintained for the servicing of vehicles, construction equipment, industrial transportation or power equipment *and has installed* trench or floor drains in service bays is required to connect to a sand/oil separator. (FMC 23-161).

49. All restaurants or other food processing facilities (FMC 23-163). Conditional waivers for the grease interceptor requirement may be granted by the Public Works Manager in accordance with section 23-52 for those restaurants or food processing facilities determined not to have adverse effects on the Publicly Owned Treatment Works (POTW).

50. Any facility proposing the discharge of non-domestic wastewater to a septic system, holding tank, closed-loop system, or similar equipment, and is not connected to the sanitary sewer, is required to obtain written approval from the Santa Ana Regional Water Quality Control Board (SARWQCB).

51. Per the State Water Resources Control Board Resolution No. 2012-0032 all Onsite Wastewater Treatment Systems must be approved by the SARWQCB beginning May 13, 2018. A copy of the policy is available at: http://www.waterboards.ca.gov/water issues/programs/owts/index.shtml.

52. Submit drawings to the SARWQCB for approval. Provide a copy of the SARWQCB approval letter and their approved plans to the City of Fontana.

53. For more information, or to submit your plans, please contact Susan Beeson at sbeeson@waterboards.ca.gov or 951-782-4902.

Storm Water

Upon Certificate of Occupancy or Permit Approval and during Occupancy:

54. All Commercial, Industrial, Institutional, and/or other facilities deemed to have the potential to discharge pollutants to the storm drain system shall implement source control and pollution prevention practices to prevent unauthorized, non-storm water discharges, at all times.

55. Vehicle, equipment and/or exterior washing activities are prohibited unless a wastewater recovery system is in place. All wastewater shall be recovered, stored and disposed of by proper and legal means through a waste disposal facility. Contractors hired for washing activities shall maintain a current City of Fontana Business License Tax Certificate to operate as a mobile washing business.

56. Facilities that conduct regular and routine washing and/or cleaning of vehicles, construction equipment, industrial transportation or power equipment are required to have a designated wash rack area. (See Pretreatment Conditions above).

Prior to Business License and C of O approval:

57. All industrial / warehousing facilities are required to obtain coverage under the State Industrial General Permit and shall file with the State Board a Notice of Intent (NOI) to comply with the terms of the General Permit to Discharge Storm Water Associated with Industrial Activity.

58. Applicants shall be required to provide a copy of the Waste Discharger Identification Number (WDID) issued by the State Board as evidence of coverage under the Industrial General Permit to Sal Romero 909-428-8809 or sromero@fontana.org.

59. 40 CFR, CA-WQCB Order No 2014-0057-DWQ, CA-RWQCB Order No. R8-2010-0036, FMC 23-520, SB205)

60. For further information about the Industrial General Permit, please visit the following website:
http://www.waterboards.ca.gov/water_issues/programs/stormwater/indusfaq.shtml

FIRE DEPARTMENT:

61. **Jurisdiction.** The above referenced project is under the jurisdiction of the Fontana fire Protection District (herein "Fire Department"). Prior to any construction occurring on any parcel, the applicant shall contact the Fire Department for verification of current fire protection requirements. All new construction shall comply with the current California Fire Code requirements and all applicable statutes, codes, ordinances, and standards of the Fire Department.

62. **Fire Access Road Width**: Prior to map recordation, all fire access roadways shall be designed to meet the requirements for this development and shall be approved by the Fire Department. All buildings shall have access provided by approved roads, alleys, and private drives with a minimum twenty-six (26) foot unobstructed width and vertically to fourteen (14) feet six (6) inches in height. Buildings three (3) stories in height or more shall have a minimum access of thirty (30) feet unobstructed width and vertically to fourteen (14) feet six (6) inches in height. California Fire Code Chapter 5 & SBCoFD Standard A-1.

63. **Turnaround:** An approved turnaround shall be provided at the end of each roadway one hundred and fifty (150) feet or more in length. Cul-de-sac length shall not exceed six hundred (600) feet; all roadways shall not exceed a 12% grade and have a minimum of nineteen (19) foot inside radius and a forty-five (45) foot outside radius for all turns. California Fire Code Chapter 5 & SBCoFD Standard A-1.

64. **Street Signs:** Approved temporary or permanent street signs shall be installed throughout the project prior any combustible materials being placed on the construction

site. California Fire Code Chapter 5 & SBCoFD Standard A-2.

65. **Fire Lanes**: The applicant shall submit a site plan to the Fire Department for review and approval of all proposed signage and striping for all fire access roadways. All curbs adjacent to fire lanes shall be painted red and “No Parking, Fire Lane” signs shall be installed on public and private roads in accordance with approved standards. SBCoFD Standard A-2.

66. **Water System Commercial**: Prior to map recordation or lot line adjustment, all water supply systems shall be designed to meet the required fire flow for this development and shall be approved by the Fire Department. The required fire flow shall be determined by using Appendix BB of the California Fire Code. A minimum of one new six (6) inch fire hydrant assembly with two (2) two and one half (2 1/2) inch and one (1) four (4) inch outlet (4”x2.5”x2.5”) shall be provided. All fire hydrants shall be spaced no more than three hundred (300) feet apart as measured along vehicular travel-ways. California Fire Code Chapter 5 & SBCoFD Standard W-2. The Fire Flow for this project shall be: 4,000 GPM for a two-hour duration at 20 psi residual operating pressure. Fire Flow is based on a 398,514 Square Foot structure.

67. **Hydrant Marking**: Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. SBCoFD Standard W-2.

68. **Water Improvement Plan**: The applicant shall submit “Water Improvement Plans” to Fontana Fire Prevention. W.I.P. to include site plan, existing & proposed PUBLIC fire hydrant locations, building construction type and largest building square footage. Once approved by Fire Department, applicant will provide stamped/approved W.I.P to water purveyor for their construction needs. ON-SITE PRIVATE FIRE WATER SUPPLY SHALL BE INSPECTED AND IN WORKING CONDITION PRIOR TO PLACING COMBUSTIBLE MATERIALS ON THE JOBSITE. California Fire Code Chapter 5.

69. **Combustible Protection**: Prior to combustibles being placed on the project site an approved paved roadway providing fire access and fire hydrants providing an acceptable fire flow shall be installed. California Fire Code Chapter 5.

70. **Fuel Modification Zones.** A Fire Protection Plan has been designed specifically for the subject project and approved by the Fire Department. All requirements of the Plan shall be adhered to, and any landscaping or construction within these areas shall be submitted to the Fire Department for review and approval in compliance with appropriate standards. California Fire Code Chapter 49.

71. **Fire Sprinkler-NFPA #13:** An automatic fire sprinkler system complying with NFPA 13 and Fire Department standards is required. A fire sprinkler contractor shall submit three (3) sets of detailed plans to the Fire Department for review and approval. The plans shall include hydraulic calculations and manufacturer specification sheets. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9 & SBCoFD Standard F-1.

72. **Fire Alarm, Waterflow Monitoring**: A water flow monitoring fire alarm system complying with the California Fire Code, NFPA and all applicable codes is required for

fire sprinkler systems with twenty (20) sprinkler heads or more. A fire alarm contractor shall submit three (3) sets of detailed plans to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9, NFPA 72 & SBCoFD Standard F-5.

73. **Smoke Removal:** An automatic smoke removal system complying with the California Fire Code, NFPA and all applicable codes is required. The applicant shall submit three (3) sets of detailed smoke removal system plans to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9.

74. **Fire Extinguishers:** Hand portable fire extinguishers are required. The location, type, and cabinet design shall be approved by the Fire Department. California Fire Code Chapter 9.

75. **Commercial (large facility) Addressing:** Commercial and industrial developments in excess of 100,000 sq. ft. shall have the street address installed on the building with numbers that are a minimum twelve (12) inches in height and with a one and one half (1 ½) inch stroke. The street address shall be visible from the street. During the hours of darkness, the numbers shall be electrically illuminated (internal or external). Where the building is two hundred (200) feet or more from the roadway, additional non-illuminated contrasting six (6) inch numbers shall be displayed at the property access entrances. California Fire Code Chapter 5 & SBCoFD Standard B-1.

76. **Key Box:** An approved Fire Department key box is required. The key box shall be provided with a tamper switch and shall be monitored by a Fire Department approved central monitoring service. California Fire Code Chapter 5 & SBCoFD Standard A-4.

77. **Security Gates:** In commercial, industrial, and multi-family complexes, all swing gates shall have an approved fire department Knox Lock. Where an automatic electric security gate is used, an approved Fire Department override switch is required. California Fire Code Chapter 5 & SBCoFD Standard A-3.

78. **Material Identification Placards:** The applicant shall install, in all locations deemed appropriate by the Fire Department, approved material identification placards on the outside of all buildings and/or storage tanks that store hazardous or flammable materials. Additional placards shall be required inside the buildings when chemicals are segregated into separate areas. California Fire Code Chapter 50 & NFPA 704.

79. **High-Piled Storage**: The applicant shall submit an application for a High-Piled Storage permit for storage of over 12’ in height of Class I-IV commodities and/or over 6’ in height of high hazard commodities. Three (3) sets of detailed plans and a commodity analysis report shall be submitted to the Fire Department for review and approval. The applicant shall submit to the Fire Department concurrently with any racking permits to the Building and Safety division. California Fire Code Chapter 32 & SBCoFD Standard S-1.

80. **Secondary Access:** The development shall have a minimum of two points of vehicular access during each phase of construction for fire and emergency access purposes and for evacuation routes. SBCoFD Standard A-1.

ENGINEERING DEPARTMENT:

81. The Project shall be served by the City's sanitary sewer system, all sewer facilities shall be constructed in accordance with the City Standards. Main trunk sewer line shall be in accordance with master sanitary sewer plan or as approved by the City Engineer.

82. The Applicant shall obtain design and plan approval from all utility providers having jurisdiction over the on-site and off-site utilities. Completion of all undergrounding of on-site and off-site utilities is required by Section 27-52 of the City Municipal Code and in accordance with plans and specifications approved by the City Engineer.

83. The Applicant shall maintain all improvements and utilities within the public right-of-way, including street sweeping, prior to issuance of final certificate of occupancy by the City.

PRIOR TO ISSUANCE OF GRADING PERMIT

84. The Applicant shall submit and gain approval of a complete Water Quality Management Plan report in accordance with the County of San Bernardino Technical Guidance Document and latest template.

85. The Applicant shall submit and gain approval of a final drainage study prepared in accordance with the County of San Bernardino Hydrology Manual and Fontana Master Plan of Drainage.

PRIOR TO MAP RECORDATION

86. The Applicant shall provide a Land Improvement Agreement, with accompanying security. The agreement shall be executed on City provided forms.

PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS

87. The Applicant shall record All map's, lot line adjustments, right-of-way dedications, easements, reciprocal access agreement as required for the development.

88. The Applicant shall submit engineered improvement plans and obtain full approval. All required public improvements, including but not limited to streets, storm drainage systems, sewers, traffic signals, streetlights, striping, signs, landscape, and any required traffic control and/or detour plans. All plans shall conform to City Standards and Specifications, and as approved by the City Engineer.

89. Additional streetlights may be required to meet City standards.

90. The Applicant shall perform a pavement quality analysis by a qualified geotechnical engineer for Sierra Avenue and Mango Avenue for review and approval by the City. Pavement structural sections for Sierra Avenue and Mango Avenue along the project frontage to the centerline of the street shall be brought into conformance with City standards. All areas of pavement repair or replacement shall be justified by the pavement quality analysis and shall bring the pavement condition to a 20 year pavement life.

91. Due to the location of the emergency vehicle entrance on Sierra Avenue, the bus turnout may be modified to accommodate safe and accessible loading and unloading of the traveling public. Modifications may include but are not limited to extending the bus turnout length, adjustment to the curb height and shape, and adding special signage.

PRIOR TO ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY

92. Complete all public improvements required of the project. Underground utilities required of the project. Ensure streetlights are energized and operating properly.

93. The Applicant/Engineer to provide the City of Fontana with As Built/Record Drawings for all public improvement plans. The Applicant/Developer shall provide a copy of the streetlight electric bill.

94. Slurry seal roads effected by the development as directed by the inspector. Slurry seal limits may extend past the project frontage to address existing striping/pavement markings that conflicts with new striping/pavement markings, repair trenches, and other areas as determined by the inspector.

95. The Surveyor of Record shall provide centerline ties to the City of Fontana reflecting proper setting of all survey monuments within the project limits and replace any existing survey monuments damaged or removed during construction.

96. The Surveyor of Record shall set survey monuments as required by the map and corner records must be recorded with the County. The Surveyor of Record shall notify the City in writing that monuments have been set in accordance with the recorded subdivision map and he/she has been paid in full for doing so.

97. The Applicant/Landscape Architect shall provide a “Landscape Certificate of Compliance” certifying that the work has been designed, installed, and will be maintained in accordance with the City of Fontana’s Model Water Efficiency Landscape Ordinance (Ordinance 1743, FCC Section 28).

98. All sewers shall be video inspected by applicant/contractor. Sewer video shall include clean-out connection, clean-out to lateral segment, lateral, and main line. Contractor performing the video inspection must have a NASSCO PACP, LACP, and MACP certification. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff with an accompanying full report. Videos to be inspected and approved by City Inspector. If removal and replacement of any utility is required, a subsequent video of the repair will be required.

99. All storm drains shall be video inspected by applicant/contractor. Storm drain video shall include main lines and laterals. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff. Videos to be inspected and approved by City Inspector. If removal and replacement of any utility is required, a subsequent video of the repair will be required.

100. The Applicant/Engineer of Record shall submit a conforming copy of the recorded Memorandum of Agreement for the Water Quality Management Plan and Storm Water Best Management Practice transfer. The Access, Maintenance, and the WQMP Certification for BMP Completion must be submitted to the City Project Engineer.

END OF CONDITIONS

NOTICE OF DETERMINATION

<table>
<tr><td>TO:</td><td>☐ Clerk of the Board of Supervisors

or

X County Clerk

Address:</td><td>FROM:</td><td colspan="2">Public Agency/Lead Agency Name:

City of Fontana

Address:

8353 Sierra Avenue
Fontana, CA 92335
Contact: Salvador Quintanilla

Phone: (909) 350-6656</td></tr>
<tr><td></td><td></td><td></td><td colspan="2">Email: squintanilla@fontanaca.gov</td></tr>
<tr><td rowspan="4">TO:</td><td rowspan="4">X Office of Land Use and Climate Innovation
State Clearinghouse
1400 Tenth Street, Rm. 113
Sacramento, CA 95814</td><td colspan="3">Lead Agency (if different from above)</td></tr>
<tr><td colspan="3">Address:</td></tr>
<tr><td>Contact:</td><td colspan="2"></td></tr>
<tr><td>Phone:</td><td colspan="2"></td></tr>
</table>

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (If submitted to SCH): 2023030788
Project Title: Sierra Distribution Facility
Project Applicant (include address, telephone number and email address): Seefried Industrial Properties Inc. 2321 Rosecrans Ave, Suite 2220 El Segundo, CA 90245 Scott Irwin, Senior Vice President (scottirwin@seefriedproperties.com, (310) 484-8761)
Specific Project Location – Identify street address and cross street or attach a map showing project site (preferably a USGS 15' or 7 ½' topographical map identified by quadrangle name):

East of Sierra Avenue, West of Mango Avenue, and south of Summit Avet (APNs: 1119-241-10, -13, -18, -25, -26, and -27)
General Project Location (City and/or County): Fontana, San Bernardino County
Project Description: A request for development of an approximately 18.3-acre property with an industrial commerce center building of approximately 398,514 square feet, consolidation of six (6) parcels (APNs: 1119-241-10, -13, -18, -25, -26, and -27) into one (1) parcel and vacate Windflower Avenue. The industrial commerce center project also includes a screened dock area along the south side of the building, vehicular parking areas, drive aisles, and landscaping.
Identify the person or entity undertaking the project, including any private applicant, any other person undertaking an activity that receives financial assistance from the Public Agency as part of the project, and any person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the project.

This is to advise that the (☒ Lead Agency or ☐ Responsible Agency) has approved the above described project on June 3, 2025 and has made the following determinations regarding the above described project:

1.	The project [☐ will ☒ will not] have a significant effect on the environment.
2. ☒	An Environmental Impact Report was prepared and certified for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
☐	A Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
☐	A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
3. ☐	Mitigation measures [☒ were ☐ were not]made a condition of the approval of the project.
4. ☐	A Mitigation Monitoring or Reporting Plan [☒ was ☐ was not] adopted for this project.
5. ☐	A Statement of Overriding Considerations [☐ was ☒ was not] adopted for this project.
6. ☐	Findings [☒ were ☐ were not] made pursuant to the provisions of CEQA.
	This is to certify that the Final EIR with comments and responses and record of project approval, or the Negative Declaration, is available to General Public at:

	Custodian: City of Fontana, Planning Department	Location: 8353 Sierra Avenue, Fontana, CA 92335

Date:	_____ **DiTanyon Johnson** **Planning Manager**

Clerk's File Stamp:

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

FONTANA
CALIFORNIA

NOTICE OF PUBLIC HEARING

SI DESEA INFORMACION EN ESPAÑOL REFERENTE A ESTA NOTIFICACION O PROYECTO, FAVOR DE COMUNICARSE AL (909) 350-6728.

In compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof, the Agenda will be made available in appropriate alternative formats to persons with a disability. Should you need special assistance to participate in this meeting, please contact the City Clerk's Department by calling (909) 350-7602. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

A PUBLIC HEARING HAS BEEN SCHEDULED BEFORE THE PLANNING COMMISSION OF THE CITY OF FONTANA FOR THE FOLLOWING:

Master Case (MCN) No. 22-000104, Tentative Parcel Map (TPM) No. 22-000025 (TPM No. 20611), and Design Review (DRP) No. 22-000051

A request for the development of an approximately 18.3-acre property with an industrial commerce center building of approximately 398,514 square feet, consolidation of six (6) parcels (APNs: 1119-241-10, -13, -18, -25, -26, and -27) into one (1) parcel and vacate Windflower Avenue. The industrial commerce center project also includes a screened dock area along the south side of the building, vehicular parking areas, drive aisles, landscaping and associate improvements.

Environmental Determination: This project has been determined to have a potentially significant effect on the environment and a Final Environmental Impact Report (EIR) (SCH No. 2023030788) has been prepared pursuant to Sections 15080 and 15097 of the California Environmental Quality Act (CEQA).

Location of Property: The Project Site is located east of Sierra Avenue, west of Mango Avenue, and south of Summit Avenue.

Date of Hearing: June 3, 2025

Place of Hearing: City Hall Council Chambers
8353 Sierra Avenue
Fontana, CA 92335

Time of Hearing: 6:00 P.M.

ATTACHMENT NO. 6

FONTANA
CALIFORNIA

The City of Fontana (City) has prepared an Environmental Impact Report (EIR) for the proposed project. The Draft and Final EIR are available for review at City Hall (8353 Sierra Avenue Fontana, CA 92335) and online at https://www.fontanaca.gov/2137/Environmental-Documents. Should you have any questions concerning this project, please contact Salvador Quintanilla, Senior Planner at (909) 350-6656 or squintanilla@fontanaca.gov.

ANY INTERESTED PARTY MAY 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. PLEASE CONTACT THE PLANNER LISTED ABOVE.

IF YOU CHALLENGE IN COURT ANY ACTION TAKEN CONCERNING A PUBLIC HEARING ITEM, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE TO THE CITY AT, OR PRIOR TO, THE PUBLIC HEARING.

Publish Date: May 23, 2025

City of Fontana

Planning Commission

Minutes

Idilio Sanchez, Chair
Ricardo Quintana, Vice Chair
Joe Armendarez, Secretary
Torrie Lozano, Commissioner
Dylan Keetle, Commissioner

Tuesday, June 3, 2025 6:00 P.M. Grover W. Taylor Council Chambers

CALL TO ORDER/ROLL CALL:

A. Call to Order/Roll Call:

A regular meeting of the City of Fontana Planning Commission was held on Tuesday, June 3, 2025. Chair Sanchez called the meeting to order at 6:04 p.m.

Present: Chair Sanchez, Commissioners Keetle and Lozano

Absent: Vice Chair Quintana and Secretary Armendarez

INVOCATION/PLEDGE OF ALLEGIANCE:

A. Invocation/Pledge of Allegiance:

Following the Invocation by Chaplain Daniel Vasquez, the Pledge of Allegiance was led by Commissioner Lozano.

PUBLIC COMMUNICATIONS:

A. Public Communications:

None.

CONSENT CALENDAR:

A. Approval of Minutes

Approve the Regular Planning Commission Meeting Minutes of May 20, 2025.

ACTION: A Motion was made by Commissioner Keetle and seconded by Commissioner Lozano and passed by a vote of 3-0 to approve the Consent Calendar.

The motion carried by the following vote:

Aye: Chair Sanchez, Commissioners Keetle and Lozano

Absent: Vice Chair Quintana and Secretary Armendarez

Abstain: None

PH-A Master Case No. 25-0017 and Municipal Code Amendment (MCA) No. 25-0003: Fontana Municipal Code Amendments to Chapter 30 (Zoning and Development Code) establishing standards for group homes. (Item Continued from the April 15, 2025, and May 6, 2025, meetings).

Chair Sanchez opened the Public Hearing.

Staff recommended that the Planning Commission continue this item to a date uncertain.

No written correspondence was received.

RECOMMENDATION:

Staff recommends that the Planning Commission continue to a date uncertain.

ACTION: Motion was made by Commissioner Lozano and seconded by Commissioner Keetle and passed by a vote of 3-0 to continue Public Hearing Item "A" to a date uncertain.

The motion carried by the following vote:

AYES: Chair Sanchez, Commissioners Keetle and Lozano NOES: None; ABSTAIN: None; ABSENT: Vice Chair Quintana, Secretary Armendarez.

PH-B Master Case No. 25-0020 and Municipal Code Amendment (MCA) No. 25-0005: Fontana Municipal Code Amendments to Chapter 30 (Zoning and Development Code) adopt objective design standards for residential and mixed-use development projects subject to streamlined and ministerial review under State of California law, pursuant to a determination that the amendments are exempt from CEQA under CEQA Guidelines section 15060(C), 15061(B)(3) (the common-sense exemption), and 15378. (Item continued from the April 1, 2025, and May 6, 2025 meetings).

Chair Sanchez opened the Public Hearing.

Staff recommended that the Planning Commission continue this item to the June 17, 2025, Regular Planning Commission Meeting.

No written correspondence was received.

RECOMMENDATION:

Staff recommends that the Planning Commission continue this item to the June 17, 2025, Regular Planning Commission Meeting.

ACTION: Motion was made by Commissioner Keetle and seconded by Commissioner Lozano and passed by a vote of 3-0 to continue Public Hearing Item "B" to the June 17, 2025, Regular Planning Commission Meeting.

The motion carried by the following vote:

AYES: Chair Sanchez, Commissioners Keetle and Lozano NOES: None; ABSTAIN: None; ABSENT: Vice Chair Quintana, Secretary Armendarez.

PH-C Master Case No. 22-000104: Tentative Parcel Map No. 22-000025 (TPM No. 20611), Design Review (DRP) No. 22-000051, reporting on the conformity of the proposed vacation of Windflower Avenue with the General Plan pursuant to Government Code Section 65402; and Final Environmental Impact Report (FEIR) for the development of an industrial warehouse building totaling approximately 398,514 square feet on approximately 18.3 acres, located between Sierra Avenue and Mango Avenue, approximately 1,300 feet south of Summit A v e n u e (A s s e s s o r P a r c e l n u m b e r s : 1119-241-10,-13,-18,-25,-26, and -27), pursuant to the Certified Environmental Impact Report (EIR) (State Clearing House No. 2023030788) and Mitigation Monitoring And Reporting Program and direct staff to file a Notice of Determination.

Chair Sanchez opened the Public Hearing.

The City Clerk's Department received one (1) written correspondence in opposition of this item.

Alexia Barberena, Associate Planner, presented the staff report and noted a memo to the commission removing condition of approval #12 from page 160 of Attachment #4, as it references a development agreement that does not apply to this project. Additionally, the memo includes a new condition of approval (Condition No. 83B) from the Traffic Department restricting ingress and egress along Sierra Avenue.

The Commission and staff discussed the vehicle entrances and exits along Sierra Avenue. The Commission inquired whether a pork chop island would be installed to prevent trucks from traveling north and south on Sierra.

The applicant, Scott Irwin, on behalf of Seefried Industrial Properties Inc., stated that he read and agreed to the amended Conditions of Approval.

The following individuals spoke in favor:

- Art Zuniga
- Louie Lopez
- Eddie Campos
- Zach Strasters
- Jazzmine
- Leti Villa
- Robert Ramos

The Public Hearing was closed.

RECOMMENDATION:

1. **Based on the information contained in this staff report, resolution and subject to the attached Findings and Conditions of Approval, staff recommends that the Planning Commission adopt Resolution No. PC 2025-019; and,**

    a. **Certify the FEIR, a Mitigation Monitoring and Reporting Program and a Statement of Facts and Findings, and direct staff to file a Notice of Determination**

2. **Based on the information contained in this staff report, resolution and subject to the attached Findings and Conditions of Approval, staff recommends that the Planning Commission adopt Resolution No. PC 2025-020; and,**

    a. **Approve Tentative Parcel Map No. 22-000025 (TPM No. 20611); and**

    b. **Approve Design Review No. 22-000051.**

ACTION: Motion was made by Chair Sanchez and seconded by Commissioner Keetle and passed by a vote of 3-0 to approve Public Hearing Item "C"; adopt Resolution No's. PC 2025-019 & 020; certifying the EIR, approving Tentative Parcel Map (TPM) No. 22-000025 (TPM No. 20611) and approving Design Review No. 22-000051 with amended conditions of approval.

The motion carried by the following vote:

AYES: Chair Sanchez, Commissioners Keetle and Lozano NOES: None; ABSTAIN: None; ABSENT: Vice Chair Quintana, Secretary Armendarez.

DIRECTOR COMMUNICATIONS:

A. Director Communications:

None.

COMMENTS:

A. Public Communication Commission Comments:

Commissioner Lozano thanked the public for attending tonight's meeting and expressed appreciation to the Planning staff for their assistance.

Commissioner Keetle thanked the project developer and all the workers who came out in support of the project. He expressed appreciation for the continued investment in the City of Fontana and stated that the Commission looks forward to continuing to move Fontana forward.

Chair Sanchez echoed the comments of his fellow Commissioners, expressed appreciation for the continued investment in the City of Fontana, and concluded by thanking the public for the opportunity to serve.

ADJOURNMENT:

Chair Sanchez adjourned the meeting at 6:33 p.m. to the next Regular Planning Commission Meeting on Tuesday, Jun 17, 2025, at 6:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.

_____
Susana Gallardo
Deputy City Clerk

THE FOREGOING MINUTES WERE APPROVED BY THE PLANNING COMMISSION ON THE 17th DAY OF JUNE 2025.

_____
Idilio Sanchez
Chair

ATTACHMENT NO. 6

State of California - Department of Fish and Wildlife

2025 ENVIRONMENTAL DOCUMENT FILING FEE

CASH RECEIPT

DFW 753.5a (REV. 01/01/25) Previously DFG 753.5a

Print | StartOver | Save

RECEIPT NUMBER: 36 — 06052025 — 399

STATE CLEARINGHOUSE NUMBER *(If applicable)*: 2023030788

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
City of Fontana	-	06052025

COUNTY/STATE AGENCY OF FILING	DOCUMENT NUMBER
San Bernardino	-

PROJECT TITLE

Sierra Distribution Facility

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
Seefried Industrial Properties, Inc.	-	(310)484-8761

PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
2321 Rosevrans Ave., Suite 2220	El Segundo	CA	90245

PROJECT APPLICANT *(Check appropriate box)*

☑ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☑ Environmental Impact Report (EIR)	$4,123.50	$	4,123.50
☐ Mitigated/Negative Declaration (MND)(ND)	$2,968.75	$	0.00
☐ Certified Regulatory Program (CRP) document - payment due directly to CDFW	$1,401.75	$	0.00

☐ Exempt from fee

- ☐ Notice of Exemption (attach)
- ☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board only)	$850.00	$	0.00
☑ County documentary handling fee		$	50.00
☐ Other		$	

PAYMENT METHOD: #157679

☐ Cash ☐ Credit ☑ Check ☐ Other

TOTAL RECEIVED $ 4,173.50

SIGNATURE	AGENCY OF FILING PRINTED NAME AND TITLE
X [signature]	Alicia Meza, Deputy Clerk

DATE FILED & POSTED
Posted On: 6.5.25
Removed On: 7.11.25
Receipt No: 36-06052025-399

CLERK OF THE
BOARD OF SUPERVISORS
2025 JUN -5 AM 10: 23
SAN BERNARDINO COUNTY
CALIFORNIA

NOTICE OF DETERMINATION

TO:	☐ Clerk of the Board of Supervisors or X County Clerk Address:	FROM:	Public Agency/Lead Agency Name: City of Fontana Address: 8353 Sierra Avenue Fontana, CA 92335 Contact: Salvador Quintanilla Phone: (909) 350-6656
			Email: squintanilla@fontanaca.gov
TO:	X Office of Land Use and Climate Innovation State Clearinghouse 1400 Tenth Street, Rm. 113 Sacramento, CA 95814	Lead Agency (if different from above)	
		Address:	
		Contact:	
		Phone:	

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number
(If submitted to SCH): 2023030788

Project Title: Sierra Distribution Facility

Project Applicant (include address, telephone number and email address):

Seefried Industrial Properties Inc.
2321 Rosecrans Ave, Suite 2220
El Segundo, CA 90245
Scott Irwin, Senior Vice President
(scottirwin@seefriedproperties.com, (310) 484-8761)

Specific Project Location – Identify street address and cross street or attach a map showing project site (preferably a USGS 15' or 7 ½' topographical map identified by quadrangle name):

East of Sierra Avenue, West of Mango Avenue, and south of Summit Avet (APNs: 1119-241-10, -13, -18, -25, -26, and -27)
General Project Location (City and/or County): Fontana, San Bernardino County
Project Description: A request for development of an approximately 18.3-acre property with an industrial commerce center building of approximately 398,514 square feet, consolidation of six (6) parcels (APNs: 1119-241-10, -13, -18, -25, -26, and -27) into one (1) parcel and vacate Windflower Avenue. The industrial commerce center project also includes a screened dock area along the south side of the building, vehicular parking areas, drive aisles, and landscaping.
Identify the person or entity undertaking the project, including any private applicant, any other person undertaking an activity that receives financial assistance from the Public Agency as part of the project, and any person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the project.

CLERK OF THE BOARD OF SUPERVISORS
SAN BERNARDINO COUNTY CALIFORNIA
2025 JUN -5 AM 10:23

This is to advise that the (☒ Lead Agency or ☐ Responsible Agency) has approved the above described project on June 3, 2025 and has made the following determinations regarding the above described project:

1.	The project [☐ will ☒ will not] have a significant effect on the environment.
2. ☒	An Environmental Impact Report was prepared and certified for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
☐	A Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
☐	A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
3. ☐	Mitigation measures [☒ were ☐ were not] made a condition of the approval of the project.
4. ☐	A Mitigation Monitoring or Reporting Plan [☒ was ☐ was not] adopted for this project.
5. ☐	A Statement of Overriding Considerations [☐ was ☒ was not] adopted for this project.
6. ☐	Findings [☒ were ☐ were not] made pursuant to the provisions of CEQA.
	This is to certify that the Final EIR with comments and responses and record of project approval, or the Negative Declaration, is available to General Public at:

	Custodian:	Location:
	City of Fontana, Planning Department	8353 Sierra Avenue, Fontana, CA 92335

Date: 6/5/2024	**DiTanyon Johnson** **Planning Manager**

Clerk's File Stamp:

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

CLERK OF THE
BOARD OF SUPERVISORS
2025 JUN -5 AM 10: 23
SAN BERNARDINO COUNTY
CALIFORNIA

FONTANA
CALIFORNIA

NOTICE OF PUBLIC HEARING

SI DESEA INFORMACION EN ESPAÑOL REFERENTE A ESTA NOTIFICACION O PROYECTO, FAVOR DE COMUNICARSE AL (909) 350-6728.

In compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof, the Agenda will be made available in appropriate alternative formats to persons with a disability. Should you need special assistance to participate in this meeting, please contact the City Clerk's Department by calling (909) 350-7602. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

A PUBLIC HEARING HAS BEEN SCHEDULED BEFORE THE CITY COUNCIL OF THE CITY OF FONTANA FOR THE FOLLOWING:

Appeal (APL) No. 25-0001/ Master Case No. 22-00104

A request by Golden State Environmental Justice Alliance ("The Appellant) to appeal the Planning Commission's decision on June 3, 2025, which approved Master Case No. 22-0104 for Tentative Parcel Map No. 22-0025 (TPM No. 20611) and Design Review No. 22-0051 along with the certification of an Final Environmental Report (FEIR) State Clearinghouse Number (SCH No. 2023030788), Monitoring, and Reporting Program, (MMRP) to facilitate the consolidation of six (6) parcels into one parcel, vacation of Windflower Avenue and the development of an industrial warehouse building totaling approximately 398,514 square feet on approximately 18.3 acres (APNs: 1119-241-10, -13, -18, -25, -26, and -27).

Environmental Determination: On June 3, 2025, the Planning Commission certified a Final Environmental Impact Report (FEIR) that analyzed potential environmental impacts associated with the development of the property for Master Case No. 22-000104: Tentative Parcel Map No. 22-0025 (TPM No. 20611) and Design Review No. 22-0051 in accordance with the California Environmental Quality Act Guidelines. This document can be reviewed at City Hall (8353 Sierra Avenue Fontana, CA 92335) and online at https://www.fontanaca.gov/2137/Environmental-Documents .

Location of Property: The project site is located east of Sierra Avenue, west of Mango Avenue, and south of Summit Ave (APNs: 1119-241-10, -13, -18, -25, -26, and -27)

Date of Hearing: September 9, 2025

Place of Hearing: City Hall Council Chambers
8353 Sierra Avenue
Fontana, CA 92335

Time of Hearing: 2:00 PM

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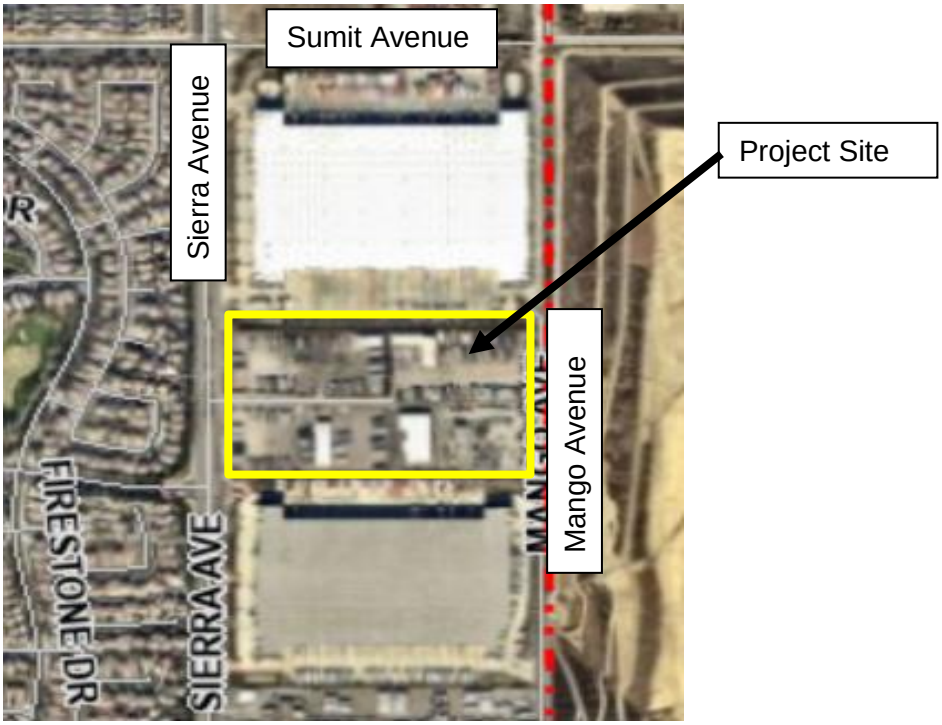
Should you have any questions concerning this project, please contact Salvador Quintanilla, Senior Planner, at (909) 350-6656, e-mail: squintanilla@fontanaca.gov.



ANY INTERESTED PARTY MAY PROVIDE INFORMATION BY LETTER OR EMAIL WHICH MAY BE OF ASSISTANCE TO THE CITY COUNCIL. A COPY OF THE APPLICATION AND ENVIRONMENTAL DOCUMENTATION IS AVAILABLE FOR INSPECTION. PLEASE CONTACT THE PLANNER LISTED ABOVE.

IF YOU CHALLENGE IN COURT ANY ACTION TAKEN CONCERNING A PUBLIC HEARING ITEM, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE TO THE CITY AT, OR PRIOR TO, THE PUBLIC HEARING.

Publish date: August 29, 2025

File #: 25-0488
Agenda #: B.

Agenda Date: 9/9/2025
Category: Public Hearing

FROM:
Finance

SUBJECT:
Conduct a public hearing and approval of resolutions (i) authorizing issuance of the Fontana Public Facilities Financing Authority Lease Revenue Bonds, Series 2025A (the “Bonds”); (ii) approving related documents, including the Preliminary Official Statement; and (iii) directing related actions by each of the City of Fontana and the Fontana Public Facilities Financing Authority to finance certain public improvements, including demolition and reconstruction of the City Hall building, construction of a new parking garage, and other capital improvements including pavement rehabilitation, underground utility infrastructure, and park improvements (the “2025 Project”), and refinance all or a portion of its previously issued Lease Revenue Refunding Bonds, Series 2014A (the “2014 Bonds).

RECOMMENDATION:
Conduct a Public Hearing and Adopt **Resolution No. 2025-091** of the City Council of the City of Fontana authorizing the execution and delivery by the City of a Ground Lease, Lease Agreement, Indenture, Escrow Agreement, Continuing Disclosure Certificate and Bond Purchase Agreement in connection with the issuance of Fontana Public Facilities Financing Authority Lease Revenue Bonds, Series 2025A, approving the issuance of such Bonds in an aggregate principal amount of not to exceed $150,000,000, authorizing the distribution of an Official Statement in connection with the offering and sale of such Bonds and authorizing the execution of necessary documents and certificates and related actions.

COUNCIL GOALS:
- Practice sound fiscal management by living within our means while investing in the future.

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

2 Practice sound fiscal management by emphasizing capital formation.

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

DISCUSSION:
Plan of Finance. The City contemplates issuance of the Bonds to fund the 2025 Project consisting of:

Public Improvements	City Hall Parking Structure	Other Capital Improvements of the City	Total
Approximate Cost	$70 million	$27 million	$23 million $120 million

Currently, the City of Fontana has two outstanding bond financings including the 2014 Lease Revenue Refunding Bonds and the 2021A Lease Revenue Bonds. The 2025A Lease Revenue Bonds are structured similar to the City's existing bond financings and will refinance the 2014 Bonds to achieve annual savings and release the leased assets from the 2014 Lease, together with other City assets, for use under the 2025 Lease, as described below.

Lease Financings Generally. California cities commonly use lease financing to pay for capital improvements through their general fund without first holding a city-wide election. Lease financings are commonly structured as lease revenue bonds issued by a joint exercise of powers authority (a separate public agency formed to provide assistance with financings under State law). Under a lease revenue bond financing, the city is obligated to make lease payments to the joint powers authority for the right to use and occupy a public building, and the joint powers authority assigns its right to receive the lease payments to a bond trustee; the bond trustee uses the lease payments to pay debt service on lease revenue bonds that are sold to investors. In lease financing structures, cities covenant to annually budget and appropriate from the general fund for the lease payments.

Fontana Public Facilities Financing Authority. The Fontana Public Facilities Financing Authority (the "Authority") is a joint exercise of powers authority organized and existing pursuant to the Joint Exercise of Powers Act (Government Code §6500 et seq., the "Joint Powers Law") for the purpose of providing assistance to the City with its financing programs, and for any other purposes authorized under Article 4 of the Joint Powers Law (the "Bond Law"), and a Joint Exercise of Powers Agreement, dated as of September 1, 2014. The members of the Authority are the City and the Fontana Fire Protection District (the "Fire Protection District").

Proposed Bonds. Staff recommends the following actions:

Public Hearing. Pursuant to Government Code Section 6585.5, the City must make a finding of significant benefit before the Authority's issuance of the Bonds, after the noticed public hearing. Notice of the public hearing was published on Thursday, September 4, 2025. In accordance with such requirement, staff recommends that the Council hold the public hearing to make a finding of significant public benefit related to the issuance of the Bonds.

Financing Documents. Staff recommends that the City Council adopt a resolution approving issuance of the bonds and execution and delivery of certain documents as listed below:

City Council Resolution: By adopting the Resolution (Attachment A) the City Council will authorize the issuance of the Bonds and approve the execution and delivery of the following documents. Each of the documents are presented in substantially final form and will be completed after the Bonds are priced (i.e., when the principal amount of the Bonds, the interest rates and the original issue premium or discount will be determined).

(i) Ground Lease,
(ii) Lease Agreement,

(iii) Continuing Disclosure Certificate,
(iv) Preliminary Official Statement,
(v) Bond Purchase Agreement,
(vi) Escrow Agreement, and
(vii) Indenture

Below are brief descriptions of these documents:

(i) Ground Lease: (Attachment B)

Under the Ground Lease, the City will lease the Leased Properties listed below to the Authority in consideration for the application of the bond proceeds for the Project (including the 2025 Project and the refunding of the Series 2014 Bonds).

(ii) Lease Agreement: (Attachment C)

Under the Lease Agreement, the City will lease the Leased Properties back from the Authority. In consideration for the Lease Agreement, the City will pay annual Lease Payments to the Authority, which the Authority will assign to the Trustee for payment of debt service on the Bonds.

Under the provisions of the Lease Agreement and the Ground Lease, the "Leased Properties" are identified as the Lewis Library (which was subject to the 2014 Lease), the City Hall/Development Services Building (which was also subject to the 2014 Lease); Parking Structure #1 located at 16948 Arrow Boulevard; the Fire District Administration Building and related property thereto; and the Fontana Park (collectively, the "Leased Properties"). Upon completion of the 2025 Project, the Lease provides the City with the ability to release the Lewis Library, and upon the last lease payment attributable to refinancing of the 2014 Bonds coming due in 2037, the Lease Agreement and Ground Lease will terminate with respect to Fontana Park.

(iii) Continuing Disclosure Certificate: (Attached to the Preliminary Official Statement as Appendix E)

Under the Continuing Disclosure Certificate, the City will agree to provide a copy of its audited financial statements and a report of other information relevant to the security of the Bonds for filing each year, to make this information available to the investors. The City will also agree to disclose and make filings upon the occurrence of certain enumerated events (such as material default by the City on its financial obligations).

(iv) Preliminary Official Statement:(Attachment D)

In connection with a public offering, the Preliminary Official Statement (the "POS") will be distributed by the Underwriter (as described below) for the Underwriter's use in marketing the Bonds to potential investors. The POS provides a summary of the proposed terms of the Bonds, the sources of repayment and certain risks relating to the investment in the Bonds. As permitted by federal securities laws, some of the terms relating to the Bonds (such as interest rates and redemption schedule), will appear as blanks or be footnoted as "preliminary; subject to change" in the POS and will not be determined until the pricing of the Bonds. After the pricing of the Bonds, these terms will

be inserted, and the POS will be converted into a final Official Statement. The Underwriter will then distribute the Official Statement to buyers of the Bonds and cause it to be uploaded onto the Electronic Municipal Market Access website (known as EMMA), the official repository for information pertaining municipal securities issued in the United States.

The Official Statement is the "offering document" for the Bonds, required to be made available to investors pursuant to federal securities laws. The Official Statement must include all information that would be material to a prospective investor's decision whether to purchase the Bonds. While the various members of the financing team have contributed to the preparation of the POS and the Official Statement, the City and the Authority are ultimately responsible for ensuring that the POS is accurate, contains no misleading information and does not omit any information necessary to make the POS not misleading to investors.

(v) Bond Purchase Agreement: (Attachment E)

In connection with a public offering, this agreement will be executed on the day that the Bonds are priced (i.e., when the principal amount of the Bonds, the interest rates and the original issue premium or discount will be determined, a few weeks before the closing date). Under this agreement, Samuel A. Ramirez & Co. Incorporated (the "Underwriter") will agree to buy the Bonds from the Authority on the issuance date of the Bonds upon satisfaction of the closing conditions specified in the Bond Purchase Agreement, including the execution and delivery of applicable documents by the Authority and the City.

(vi) Escrow Agreement (Attachment F)

The Escrow Agreement provides for the transfer of a portion of the proceeds of the Bonds to the Trustee to pay off the remaining balance of the 2014 Bonds.

(vii) Indenture: (Attachment G)

The Indenture contains provisions pertaining to the terms of the Bonds, including maturity schedule, interest rates and redemption provisions. It also provides for the establishment and maintenance of certain funds and accounts and the rights and duties of the Trustee. Under the Indenture, the Authority will pledge "Base Rental Payments" (i.e., Lease Payments) made by the City to the payment of debt service on the Bonds.

Authorization Parameters. Under the Authority Resolution, the Executive Director is authorized to act on behalf of the Authority within the following parameters: (i) the principal amount of the Bonds shall not exceed $150,000,000; (ii) the true interest cost of the Bonds shall not exceed 6.00%; and (iii) the Underwriter's discount (excluding any original issue discount) shall not exceed 0.30% of the principal amount of the Bonds.

Financing Team Engagements. The Authority Resolution also approves the engagement of Stradling Yocca Carlson & Rauth LLP as Bond Counsel; Jones Hall LLP as Disclosure Counsel, and CSG Advisors Incorporated as Municipal Advisor, and US Bank Trust Company, National Association as Trustee for the Bonds

Additional Actions. Each Resolution also authorizes Authorized Officers of the City and the Authority as needed to effectuate bond closing, including the provision of bond insurance and/or a reserve fund surety as needed.

FISCAL IMPACT:

In accordance with the Good Faith Estimates outlined in Exhibit A of the City and Authority Resolutions, the portion of annual lease payments related to the 2025 Project are estimated to average approximately $7,621,400 per year on a fiscal year basis through June 30, 2056, and the portion that would be related to the refinancing of the 2014 Bonds are estimated to average $2,480,000 per year on a fiscal year basis through June 30, 2038. Based on current interest rates, net present value savings related to the refinancing of the 2014 Bonds is approximately $1.2 million. Lease payments would be paid from available general fund revenues. Actual annual average lease payments and savings attributable to the refinancing of the 2014 Bonds will not be determined until the Bonds price in late September or early October.

The fees and expenses of the financing team, including Bond Counsel, Disclosure Counsel, Underwriter and Municipal Advisor, Rating Agency, and any bond insurance or reserve fund surety, if applicable, are paid from proceeds of the Bonds.

MOTION:

Approve - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA AUTHORIZING THE EXECUTION AND DELIVERY BY THE CITY OF A GROUND LEASE, LEASE AGREEMENT, INDENTURE, ESCROW AGREEMENT, CONTINUING DISCLOSURE CERTIFICATE AND BOND PURCHASE AGREEMENT IN CONNECTION WITH THE ISSUANCE OF FONTANA PUBLIC FACILITIES FINANCING AUTHORITY LEASE REVENUE BONDS, SERIES 2025A, APPROVING THE ISSUANCE OF SUCH BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $150,000,000, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING AND SALE OF SUCH BONDS AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

ATTACHMENTS:

1. City Resolution
2. Ground Lease
3. Lease Agreement
4. Preliminary Official Statement (including Continuing Disclosure Certificate)
5. Bond Purchase Agreement
6. Escrow Agreement
7. Indenture

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA AUTHORIZING THE EXECUTION AND DELIVERY BY THE CITY OF A GROUND LEASE, LEASE AGREEMENT, INDENTURE, ESCROW AGREEMENT, CONTINUING DISCLOSURE CERTIFICATE AND BOND PURCHASE AGREEMENT IN CONNECTION WITH THE ISSUANCE OF FONTANA PUBLIC FACILITIES FINANCING AUTHORITY LEASE REVENUE BONDS, SERIES 2025A, APPROVING THE ISSUANCE OF SUCH BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $150,000,000, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING AND SALE OF SUCH BONDS AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, the City of Fontana, California (the "City") is a municipal corporation and general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California (the "State");

WHEREAS, the City previously financed a portion of the costs of the acquisition, construction and installation of certain public capital improvements in the City, as more fully described in the proceedings for the issuance of the 2007 Bonds (defined below) (the "2007 Project");

WHEREAS, in order to accomplish such financing, the City determined to provide the funds necessary to finance the acquisition, construction and installation of the 2007 Project through issuance by the Fontana Public Financing Authority (the "Financing Authority") of its 2007 Lease Revenue Bonds (the "2007 Bonds"), payable from certain lease payments to be made by the City under a lease agreement (the "2007 Lease");

WHEREAS, the City and the Fontana Public Facilities Financing Authority (the "Authority") refinanced the 2007 Bonds and the City's lease obligations in connection therewith through the issuance of the Fontana Public Facilities Financing Authority Lease Revenue Refunding Bonds, Series 2014A (the "Series 2014A Bonds");

WHEREAS, the City desires to finance the acquisition, construction, and installation of certain public capital improvements in the City, including capital improvements located in the City including demolition and reconstruction of the City Hall building, construction of a new parking garage, and other capital improvements including pavement rehabilitation, underground utility infrastructure, and park improvements (collectively, the "2025 Project"; and, together with the 2007 Project, the "Project");

WHEREAS, the City desires to refinance all or a portion of the Series 2014A Bonds and finance all or a portion of the 2025 Project;

WHEREAS, the City is a member of the Authority and the Project is located within the boundaries of the City;

WHEREAS, the City has, prior to the consideration of this Resolution, held a public hearing on the refinancing of the Series 2014A Bonds and the financing of the 2025 Project in accordance with

Section 6586.5 of the Act, which hearing was held at 8353 Sierra Avenue, Fontana, California 92335 on September 9, 2025;

WHEREAS, in accordance with Section 6586.5 of the Act, notice of such hearing was published once at least five days prior to the hearing in the Fontana Herald News, a newspaper of general circulation in the City;

WHEREAS, the Authority and the City have determined that it would be in the best interests of the City and residents of the City to authorize the preparation, sale and delivery of the "Fontana Public Facilities Financing Authority Lease Revenue Bonds, Series 2025A" (the "Bonds") for the purpose of refinancing the Series 2014A Bonds and financing the 2025 Project;

WHEREAS, in order to facilitate the issuance of the Bonds, the City and the Authority desire to enter into a Ground Lease between the City and the Authority (the "Ground Lease") pursuant to which the City will lease certain real property (which real property shall consist of property generally known as the City's City Hall building, Development Services Office building, Library, Fire Protection District Administration Building, Parking Garage located at 16948 Arrow Boulevard, and Fontana Park, subject to adjustment as described in Section 2 below (the "Leased Assets")) to the Authority, and a Lease Agreement between the City and the Authority (the "Lease Agreement"), pursuant to which the City will lease the Leased Assets back from the Authority, and pay certain Base Rental Payments (as defined in the Lease Agreement), which are pledged to the owners of the Bonds by the Authority pursuant to an Indenture by and among U.S. Bank Trust Company, National Association (the "Trustee"), the City and the Authority (the "Indenture");

WHEREAS, the City and the Authority have determined that debt service savings can be achieved by the redemption and defeasance of the Series 2014A Bonds and that significant public benefits will be achieved by the financing of the 2025 Project through the issuance of the Bonds by enabling the City to undertake the 2025 Project on a timely basis and provide a more efficient delivery of municipal services to the community;

WHEREAS, the City and the Authority have determined that it would be in the best interests of the City and the Authority to provide the funds necessary to refinance all or a portion of the Series 2014A Bonds and finance all or a portion of the 2025 Project through the offering and sale of the Bonds;

WHEREAS, the defeasance of the Series 2014A Bonds will be accomplished by means of an Escrow Agreement (the "Escrow Agreement") by and among U.S. Bank Trust Company, National Association, as escrow agent ("Escrow Agent"), the City and the Authority, the form of which has been presented to this City Council at the meeting at which this Resolution is being adopted;

WHEREAS, the Bonds will be issued pursuant to the Marks-Roos Local Bond Pooling Act of 1985, commencing with Section 6584 of the California Government Code (the "Act");

WHEREAS, the City and the Authority desire to provide for the negotiated sale of the Bonds;

WHEREAS, the City and the Authority have selected Samuel A. Ramirez & Co., Inc. to act as underwriter (the "Underwriter") to purchase the Bonds from the Authority pursuant to a Bond Purchase Agreement (the "Bond Purchase Agreement");

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12") requires that, in order to be able to purchase or sell the Bonds, the underwriter thereof must have reasonably determined that the City has undertaken in a written agreement or contract for the benefit of the holders of the Bonds to provide disclosure of certain financial information and certain events on an ongoing basis;

WHEREAS, in order to cause such requirement to be satisfied, the City desires to execute and deliver a Continuing Disclosure Certificate (the "Continuing Disclosure Certificate");

WHEREAS, a form of the Preliminary Official Statement (the "Preliminary Official Statement") has been prepared;

WHEREAS, good faith estimates of certain information relating to the Lease Agreement and the Bonds are disclosed and set forth in Exhibit A attached to this Resolution as required by California Government Code Section 5852.1; such estimates were provided by CSG Advisors Incorporated (the "Municipal Advisor") based on preliminary bond pricing information provided by the Underwriter;

WHEREAS, the City Council has been presented with the form of each document referred to herein relating to the refinancing contemplated hereby, and the City Council has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of such refinancing; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of such refinancing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the City is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such refinancing for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fontana that:

Section 1. Each of the above recitals is true and correct. Following a duly noticed public hearing, the City Council hereby approves the financing and refinancing of the Project described in this Resolution and further finds and determines that there are significant public benefits to the citizens of the City through the issuance of the Bonds and execution and delivery of the Ground Lease and Lease Agreement pursuant to the Act and otherwise hereunder within the meaning of Section 6586(a) through (d), inclusive, of the Act, in that the delivery of the Bonds and related transactions will result in demonstrable savings in effective interest rate to the City and enable the City to undertake the 2025 Project on a timely basis, and provide a more efficient delivery of municipal services to the community.

Section 2. The forms of the Ground Lease and Lease Agreement, on file with the City Clerk, are hereby approved, and the Mayor, the Mayor Pro Tem, the City Manager, the Treasurer, the Chief Financial Officer, and the City Clerk (the "Authorized Officers"), are each hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Ground Lease and Lease Agreement in substantially said forms, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the term of the Ground Lease and Lease Agreement shall terminate no later than November 1, 2057 (provided that such term may be extended as provided therein) and the all-in true interest cost applicable to the Bonds shall not exceed

6.00% per annum. In the event that it is determined by the City Manager, or his designee, that there are limitations or restrictions on the ability of the City to lease or sublease any portion of the Leased Assets as contemplated by the Ground Lease and Lease Agreement, the City Manager, or his designee, may designate other or additional real property of the City to be leased or subleased pursuant to the Ground Lease and Lease Agreement, with such designation to be conclusively evidenced by the execution and delivery of the Ground Lease and Lease Agreement by one or more of the Authorized Officers. The Authorized Officers are each hereby authorized to execute and deliver a certificate accepting fee title to any real property as necessary or appropriate to facilitate the use of such property as a Leased Asset.

Section 3. The form of Indenture, on file with the City Clerk, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Indenture in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the aggregate principal amount of the Bonds shall not exceed $150,000,000, the final maturity date of the Bonds shall be no later than November 1, 2057 and the all-in true interest cost applicable to the Bonds shall not exceed 6.00% per annum, and, provided, further, that such changes, insertions and omissions shall be consistent with the terms of the Bonds established at negotiated sale pursuant to the Bond Purchase Agreement.

Section 4. The Bond Purchase Agreement, on file with the City Clerk, is hereby approved and the Authorized Officers are each hereby authorized and directed, for and in the name of the City, to execute and deliver the acceptance thereof set forth in the Bond Purchase Agreement, 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 Bond Purchase Agreement by such Authorized Officer; provided, however, that such changes, insertions and omissions shall not result in an aggregate underwriter's discount (not including any original issue discount paid by the Underwriter) from the principal amount of the Bonds in excess of 0.30% of the aggregate principal amount of the Bonds.

Section 5. The issuance of not to exceed $150,000,000 aggregate principal amount of the Bonds, in the principal amounts, bearing interest at the rates and maturing on the dates as specified in the Indenture as finally executed, is hereby approved.

The sale and issuance of the Bonds and execution and delivery of the Lease Agreement is hereby determined to be consistent with the City's Debt Management Policy and to the extent the sale and issuance of the Bonds is not in compliance with the City's Debt Management Policy, such noncompliance is waived in accordance with the terms of the City's Debt Management Policy. The City's Debt Management Policy complies with Government Code Section 8855(i) and the Lease Agreement and the Bonds comply with such policy. Stradling Yocca Carlson & Rauth LLP, Bond Counsel to the City, is hereby authorized and directed to check the appropriate box on the Preliminary and Final Reports of Debt Issuance submitted to the California Debt and Investment Advisory Commission with respect to the Lease Agreement and the Bonds.

Section 6. The form of Preliminary Official Statement, on file with the City Clerk, with such changes, insertions and omissions therein as may be approved by an Authorized Officer, is hereby approved, and the use of the Preliminary Official Statement in connection with the offering and sale of the Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized to

certify on behalf of the City that the Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

The Authorized Officers are each hereby authorized and directed to furnish, or cause to be furnished, to prospective bidders for the Bonds a reasonable number of copies of the Preliminary Official Statement.

Section 7. The preparation and delivery of an Official Statement, and its use in connection with the offering and sale of the Bonds, is hereby authorized and approved. The Official Statement shall be in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officers are each hereby authorized and directed, for and in the name of and on behalf of the City, to execute the final Official Statement and any amendment or supplement thereto for and in the name and on behalf of the City.

Section 8. The form of Escrow Agreement, on file with the City Clerk, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Escrow Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 9. The form of Continuing Disclosure Certificate, on file with the City Clerk, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Continuing Disclosure Certificate in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 10. Stradling Yocca Carlson & Rauth LLP, is hereby approved and appointed as Bond Counsel, Jones Hall LLP, is hereby approved and appointed as Disclosure Counsel, CSG Advisors Incorporated is hereby approved and appointed as Municipal Advisor, and U.S. Bank Trust Company, National Association is hereby appointed as Trustee, each to provide such services to the City and any other related services as may be required to issue the Bonds and to defease and/or refinance the Series 2014A Bonds and prepay the City's lease payments in connection therewith.

Section 11. The officers, employees and agents of the City are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including, but not limited to, the execution and delivery of agreements terminating the leasehold and subleasehold interests of the Financing Authority securing the Series 2014A Bonds (including, but not limited to, the Termination of Lease Agreement (2014) substantially in the form on file with the City Clerk). Anything to the contrary herein notwithstanding, in the event the Chief Financial Officer determines in consultation with the Municipal Advisor that the cost efficient marketing of the Bonds requires creation of a funded reserve under the Indenture, each of the Indenture, Lease Agreement and other documents approved herein may be revised to reflect the funding of such a reserve. Specifically and without limiting the foregoing, the City Manager is authorized and directed to solicit and accept bids for bond insurance and, if applicable, a reserve account insurance policy, for the Bonds, provided he determines acceptance of

the best bid will result in further debt service savings, and appropriate changes to each of the documents referenced herein to evidence such bond insurance, and, if applicable, a reserve account insurance policy, and the terms thereof, are hereby authorized and approved. All actions heretofore taken by the officers, employees and agents of the City with respect to the transactions set forth above are hereby approved, confirmed and ratified.

Section 12. This Resolution will take effect from and after its date of adoption.

PASSED AND ADOPTED this 9th day of September, 2025.

Mayor of the City of Fontana

ATTEST:

City Clerk of the City of Fontana

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

I, Germaine Key, City Clerk of said City, do hereby certify that the foregoing Resolution was duly adopted by the City Council of said City and was signed by the Mayor of said City at an adjourned regular meeting of said City Council held on the 9th day of September, 2025 and was approved by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

CITY CLERK

BY: _____
City Clerk of the City of Fontana

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the City by its Municipal Advisor, CSG Advisors Incorporated, in consultation with Samuel A. Ramirez & Co., Inc., the Underwriter of the Bonds.

Principal Amount. The Municipal Advisor has informed the City that, based on the City's financing plan (which includes refinancing of the Series 2014A Bonds) and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be issued and sold is **$138,635,000** (the "Estimated Principal Amount"), which excludes approximately **$6,558,000** of net premium estimated to be generated based on current market conditions. Net premium is generated when, on a net aggregate basis for a single issuance of bonds, the price paid for such bonds is higher than the face value of such bonds. The Estimated Principal Amount plus the net premium represent the total estimated proceeds available in the aggregate amount of **$145,193,000**.

True Interest Cost of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is issued and sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is **3.42%** allocable to refinancing the Series 2014A Bonds, **4.86%** allocable to financing the 2025 Project, and **4.73%** on an aggregate weighted average basis.

Finance Charge of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is issued and sold, and based on market interest rates prevailing at the time of preparation of such estimate and expectation to purchase bond insurance at a net beneficial cost to the City (meaning the cost of the insurance premium will be less than the reduced interest cost to the City), its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Bonds), is **$746,000** on an aggregate basis.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is issued and sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the City for sale of the Bonds, less the finance charge of the Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is **$24,467,000** allocable to refinancing the Series 2014A Bonds, and **$120,000,000** allocable to the 2025 Project.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is issued and sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the City will make to pay debt service on the Bonds, plus the finance charge for the Bonds, as described above, not paid with the proceeds of the Bonds, calculated to the final maturity of the Bonds, is **$262,414,000** on an aggregate basis, which

excludes any reserves or capitalized interest paid or funded with proceeds of the Bonds (which may offset such total payment amount).

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds issued and sold being different from the Estimated Principal Amount, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, (f) alterations to the City's financing plan, or a combination of such factors.

RECORDING REQUESTED BY:
Fontana Public Facilities Financing Authority

AND WHEN RECORDED RETURN TO:
Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attention: Vanessa S. Legbandt, Esq.

[Space above for Recorder's use.]

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11921 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

THE GRANTOR AND THE GRANTEE ARE GOVERNMENTAL AGENCIES.

GROUND LEASE

by and between

CITY OF FONTANA

and

FONTANA PUBLIC FACILITIES FINANCING AUTHORITY

Dated as of October 1, 2025

Relating to

$_____
FONTANA PUBLIC FACILITIES FINANCING AUTHORITY
LEASE REVENUE BONDS, SERIES 2025A

GROUND LEASE

THIS GROUND LEASE (this "Ground Lease"), executed and entered into as of October 1, 2025, is by and between the CITY OF FONTANA (the "City"), a municipal corporation and general law city duly organized and existing under and by virtue of the Constitution and laws of the State of California, as lessor, and the FONTANA PUBLIC FACILITIES FINANCING AUTHORITY (the "Authority"), a joint exercise of powers entity duly organized and existing under the laws of the State of California, as lessee.

WITNESSETH:

WHEREAS, the City previously financed a portion of the costs of the acquisition, construction and installation of certain public capital improvements in the City, as more fully described in the proceedings for the issuance of the 2007 Bonds (defined below) (the "2007 Project");

WHEREAS, the City determined to provide the funds necessary to finance the 2007 Project through issuance by the Fontana Public Financing Authority of its Fontana Public Financing Authority 2007 Lease Revenue Bonds (the "2007 Bonds"), payable from certain lease payments to be made by the City under a lease agreement;

WHEREAS, the City and the Authority refinanced the 2007 Bonds and the City's lease obligations in connection therewith, through the issuance by the Authority of its Lease Revenue Refunding Bonds, Series 2014A (the "Series 2014A Bonds");

WHEREAS, the City and the Authority now desire to finance the acquisition, construction, and installation of certain public capital improvements in the City, including capital improvements located in the City including demolition and reconstruction of the City Hall building, construction of a new parking garage, and other capital improvements including pavement rehabilitation, underground utility infrastructure, and park improvements (collectively, the "2025 Project"; and, together with the 2007 Project, the "Project");

WHEREAS, the City and Authority desire to refinance all or a portion of the Series 2014A Bonds and finance all or a portion of the 2025 Project;

WHEREAS, the City and the Authority have determined that it would be in the best interests of the City and residents of the City to authorize the preparation, sale and delivery of the "Fontana Public Facilities Financing Authority Lease Revenue Bonds, Series 2025A" (the "Series 2025A Bonds") for the purpose of refinancing the Series 2014A Bonds and the City's related lease payments and financing the 2025 Project;

WHEREAS, in order to facilitate the issuance of the Series 2025A Bonds, the City will lease certain real property and the improvements located thereon (the "Property") to the Authority pursuant to this Ground Lease, dated as of the date hereof, and the City will sublease the Property back from the Authority pursuant to the Lease Agreement (the "Lease Agreement");

WHEREAS, the Property is more particularly described in Exhibit A hereto;

WHEREAS, the City and the Authority have determined that it would be in the best interests of the City and the Authority to provide the funds necessary to refinance all or a portion of the Series

2014A Bonds and finance all or a portion of the 2025 Project through the issuance by the Authority of the Series 2025A Bonds payable from the base rental payments (the "Base Rental Payments") to be made by the City under the Lease Agreement;

WHEREAS, the City and the Authority have determined that it would be in the best interests of the City and the Authority to provide for the issuance of such bonds payable from the Base Rental Payments pursuant to an Indenture, dated as of the date hereof (the "Indenture"), by and among the Authority, the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee");

WHEREAS, all rights to receive the Base Rental Payments have been assigned without recourse by the Authority to the Trustee pursuant to an Assignment Agreement, dated as of the date hereof (the "Assignment Agreement");

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Ground Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Ground Lease;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Except as otherwise defined herein, or unless the context clearly otherwise requires, words and phrases defined in Article I of the Lease Agreement shall have the same meaning in this Ground Lease.

ARTICLE II

LEASE OF THE PROPERTY; RENTAL

Section 2.01 Lease of Property. The City hereby leases to the Authority, and the Authority hereby leases from the City, for the benefit of the Owners of the Bonds, the Property, subject only to Permitted Encumbrances, to have and to hold for the term of this Ground Lease.

Section 2.02 Rental. The Authority shall pay to the City as and for rental of the Property hereunder, the sum of $1.00, the receipt of which is hereby acknowledged.

ARTICLE III

QUIET ENJOYMENT

The parties intend that the Property will be leased back to the City pursuant to the Lease Agreement for the term thereof. It is further intended that, to the extent provided herein and in the Lease Agreement, if an event of default occurs under the Lease Agreement, the Authority, or its assignee, will have the right, for the then remaining term of this Ground Lease to (a) take possession of the Property, (b) if it deems it appropriate, cause an appraisal of the Property and a study of the then reasonable use thereof to be undertaken, and (c) relet the Property. Subject to any rights the City may

have under the Lease Agreement (in the absence of an event of default) to possession and enjoyment of the Property, the City hereby covenants and agrees that it will not take any action to prevent the Authority from having quiet and peaceable possession and enjoyment of the Property during the term hereof and will, at the request of the Authority and at the City's cost, to the extent that it may lawfully do so, join in any legal action in which the Authority asserts its right to such possession and enjoyment.

ARTICLE IV

SPECIAL COVENANTS AND PROVISIONS

Section 4.01 Waste. The Authority agrees that at all times that it is in possession of the Property, it will not commit, suffer or permit any waste on the Property, and that it will not willfully or knowingly use or permit the use of the Property for any illegal purpose or act.

Section 4.02 Further Assurances and Corrective Instruments. The City and the Authority agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be or for carrying out the expressed intention of this Ground Lease, the Indenture and the Lease Agreement.

Section 4.03 Waiver of Personal Liability. All liabilities under this Ground Lease on the part of the Authority shall be solely liabilities of the Authority as a joint exercise of powers entity, and the City hereby releases each and every director, officer and employee of the Authority of and from any personal or individual liability under this Ground Lease. No director, officer or employee of the Authority shall at any time or under any circumstances be individually or personally liable under this Ground Lease to the City or to any other party whomsoever for anything done or omitted to be done by the Authority hereunder.

All liabilities under this Ground Lease on the part of the City shall be solely liabilities of the City as a public corporation, and the Authority hereby releases each and every member, officer and employee of the City of and from any personal or individual liability under this Ground Lease. No member, officer or employee of the City shall at any time or under any circumstances be individually or personally liable under this Ground Lease to the Authority or to any other party whomsoever for anything done or omitted to be done by the City hereunder.

Section 4.04 Taxes. The City covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Property.

Section 4.05 Right of Entry. The City reserves the right for any of its duly authorized representatives to enter upon the Property at any reasonable time to inspect the same.

Section 4.06 Representations of the City. The City represents and warrants to the Authority and the Trustee as follows:

(a) the City has the full power and authority to enter into, to execute and to deliver this Ground Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Ground Lease;

(b) except for Permitted Encumbrances, the Property is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the use of the Property for governmental purposes as contemplated by the City;

(c) all taxes, assessments or impositions of any kind with respect to the Property, except current taxes, have been paid in full; and

(d) the Property is necessary to the City in order for the City to perform its governmental functions.

Section 4.07 Representations of the Authority. The Authority represents and warrants to the City and the Trustee that the Authority has the full power and authority to enter into, to execute and to deliver this Ground Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution and delivery of this Ground Lease.

ARTICLE V

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 5.01 Assignment and Subleasing. This Ground Lease may be sold or assigned and the Property subleased, as a whole or in part, by the Authority without the necessity of obtaining the consent of the City, if an event of default occurs under the Lease Agreement. The Authority shall, within 30 days after such an assignment, sale or sublease, furnish or cause to be furnished to the City a true and correct copy of such assignment, sale or sublease, as the case may be.

Section 5.02 Restrictions on City. The City agrees that, except with respect to Permitted Encumbrances, it will not mortgage, sell, encumber, assign, transfer or convey the Property or any portion thereof during the term of this Ground Lease.

ARTICLE VI

TERM; TERMINATION

Section 6.01 Term. The term of this Ground Lease shall commence as of the date of commencement of the term of the Lease Agreement and shall remain in full force and effect from such date to and including November 1, 20[55], unless such term is extended or sooner terminated as hereinafter provided. Notwithstanding the foregoing, the term of this Ground Lease shall automatically terminate on November 1, 20[37] with respect to the portion of the Property designated as the Jessie Turner Park Site on Exhibit A hereto.

Section 6.02 Extension; Early Termination. If, on November 1, 20[55], the Bonds shall not be fully paid, or provision therefor made in accordance with Article X of the Indenture, or the Indenture shall not be discharged by its terms, or if the Rental Payments payable under the Lease Agreement shall have been abated at any time, then the term of this Ground Lease shall be automatically extended until the date upon which all Bonds shall be fully paid, or provision therefor made in accordance with Article X of the Indenture, and the Indenture shall be discharged by its terms, except that the term of this Ground Lease shall in no event be extended more than ten years. If, prior to November 1, 20[55], all Bonds shall be fully paid, or provisions therefor made in accordance with

Article X of the Indenture, and the Indenture shall be discharged by its terms, the term of this Ground Lease shall end simultaneously therewith.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Binding Effect. This Ground Lease shall inure to the benefit of and shall be binding upon the City, the Authority and their respective successors and assigns.

Section 7.02 Severability. In the event any provision of this Ground Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.03 Amendments, Changes and Modifications. This Ground Lease may be amended, changed, modified, altered or terminated only in accordance with the provisions of the Lease Agreement.

Section 7.04 Assignment to Trustee. The Authority and City acknowledge that the Authority has assigned its right, title and interest in and to this Ground Lease (but none of its obligations and none of its rights to provide consents or approvals hereunder) to the Trustee pursuant to certain provisions of the Assignment Agreement. The City consents to such assignment.

Section 7.05 Execution In Counterparts. This Ground Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.06 Applicable Law. This Ground Lease shall be governed by and construed in accordance with the laws of the State of California.

Section 7.07 [2025 Insurer as Third Party Beneficiary. The 2025 Insurer is recognized as and shall be deemed to be a third party beneficiary of this Ground Lease and may enforce the provisions of this Ground Lease as if it were a party hereto.]

Section 7.08 Captions. The captions or headings in this Ground Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Ground Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Authority and the City have caused this Ground Lease to be executed by their respective officers hereunto duly authorized, all as of the day and year first above written.

CITY OF FONTANA

By: _____
Mathew Ballantyne
City Manager

ATTEST:

_____
Germaine Key
City Clerk

FONTANA PUBLIC FACILITIES FINANCING AUTHORITY

By: _____
Mathew Ballantyne
Executive Director

ATTEST:

_____
Germaine Key
Secretary

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Property conveyed under the foregoing to the Fontana Public Facilities Financing Authority, a joint exercise of powers authority duly organized and existing under the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors of the Fontana Public Facilities Financing Authority, pursuant to authority conferred by resolution of the said Board of Directors adopted on September 9, 2025, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____ , 2025

CITY OF FONTANA

By: _____
Mathew Ballantyne
Executive Director

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 SAN BERNARDINO)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 OF NOTARY PUBLIC

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 SAN BERNARDINO)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 OF NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

[TO COME]

LEASE AGREEMENT

by and between

CITY OF FONTANA

and

FONTANA PUBLIC FACILITIES FINANCING AUTHORITY

Dated as of October 1, 2025

Relating to

$_____
FONTANA PUBLIC FACILITIES FINANCING AUTHORITY
LEASE REVENUE BONDS, SERIES 2025A

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LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease Agreement") executed and entered into as of October 1, 2025, is by and between the CITY OF FONTANA (the "City"), a municipal corporation and general law city duly organized and existing under and by virtue of the Constitution and laws of the State of California, as lessee, and the FONTANA PUBLIC FACILITIES FINANCING AUTHORITY (the "Authority"), a joint exercise of powers entity duly organized and existing under and by virtue of the laws of the State of California, as lessor.

RECITALS

WHEREAS, the City previously financed a portion of the costs of the acquisition, construction and installation of certain public capital improvements in the City, as more fully described in the proceedings for the issuance of the 2007 Bonds (defined below) (the "2007 Project");

WHEREAS, the City determined to provide the funds necessary to finance the 2007 Project through issuance by the Fontana Public Financing Authority of its Fontana Public Financing Authority 2007 Lease Revenue Bonds (the "2007 Bonds"), payable from certain lease payments to be made by the City under a lease agreement;

WHEREAS, the City and the Authority refinanced the 2007 Bonds and the City's lease obligations in connection therewith, through the issuance by the Authority of its Lease Revenue Refunding Bonds, Series 2014A (the "Series 2014A Bonds");

WHEREAS, the City and the Authority now desire to finance the acquisition, construction, and installation of certain public capital improvements in the City, including capital improvements located in the City including demolition and reconstruction of the City Hall building, construction of a new parking garage, and other capital improvements including pavement rehabilitation, underground utility infrastructure, and park improvements (collectively, the "2025 Project"; and, together with the 2007 Project, the "Project");

WHEREAS, the City and Authority desire to refinance all or a portion of the Series 2014A Bonds and finance all or a portion of the 2025 Project;

WHEREAS, the City and the Authority have determined that it would be in the best interests of the City and residents of the City to authorize the preparation, sale and delivery of the "Fontana Public Facilities Financing Authority Lease Revenue Bonds, Series 2025A" (the "Series 2025A Bonds") for the purpose of refinancing the Series 2014A Bonds and the City's related lease payments and financing the 2025 Project;

WHEREAS, in order to facilitate the issuance of the Series 2025A Bonds, the City will lease certain real property and the improvements located thereon (the "Property") to the Authority pursuant to a Ground Lease, dated as of the date hereof, and the City will sublease the Property back from the Authority pursuant to this Lease Agreement;

WHEREAS, the City and the Authority desire to provide for the issuance of the Series 2025A Bonds pursuant to an Indenture, dated as of the date hereof, by and among the Authority, the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee");

WHEREAS, the Series 2025A Bonds are payable from base rental payments (the "Base Rental Payments") to be made by the City hereunder;

WHEREAS, all rights to receive the Base Rental Payments have been assigned without recourse by the Authority to the Trustee pursuant to an Assignment Agreement, dated as of the date hereof; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Lease Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease Agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease Agreement, have the meanings herein specified, which meanings shall be equally applicable to both the singular and plural forms of any of the terms herein defined. Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

"**Additional Bonds**" means bonds other than the Series 2025A Bonds issued under the Indenture in accordance with the provisions thereof

"**Additional Rental Payments**" means all amounts payable by the City as Additional Rental Payments pursuant to Section 3.02 hereof.

"**Authority**" means the Fontana Public Facilities Financing Authority, a joint exercise of powers authority organized and existing under the laws of the State of California.

"**Base Rental Deposit Date**" means the third (3^{rd}) Business Day next preceding each Interest Payment Date.

"**Base Rental Payments**" means all amounts payable to the Authority from the City as Base Rental Payments pursuant to Section 3.01 hereof.

"**Base Rental Payment Schedule**" means the schedule of Base Rental Payments payable to the Authority from the City pursuant to Section 3.01 hereof and attached hereto as Exhibit B.

"**Bonds**" means the Fontana Public Facilities Financing Authority Lease Revenue Bonds Series 2025A issued under the Indenture, and any Additional Bonds.

"**City**" means the City of Fontana, a municipal corporation and general law city duly organized and existing under and by virtue of the Constitution and laws of the State of California.

"**City Hall and DSO Building Site**" means the real property described as the City Hall and DSO Building Site in Exhibit A hereto and the improvements located thereon.

"**Completion Certificate**" means a certificate of an Authorized City Representative delivered pursuant to Section 4.07 hereof to the effect that the 2025 Project, or the portion thereof to which such certificate relates, has been completed substantially in conformity with the plans and specifications for the 2025 Project or such portion thereof.

"**Costs**" "means, with respect to the 2025 Project, together with any other proper item of cost not specifically mentioned herein, (a) costs of payment of, or reimbursement for, acquisition, design, construction, rehabilitation, installation, delivery and financing of the 2025 Project, including, but not limited to, the payment of real property rental, administrative costs and capital expenditures relating to acquisition, construction and installation, inspection costs, filing and recording costs, printing costs, reproduction and binding costs, fees and charges of the Trustee pursuant to the Indenture and other financing documents, legal fees and charges, financial, accounting and other professional consultant fees, costs of rating agencies or credit ratings, fees for the printing, execution, transportation and safekeeping of the Series 2025A Bonds; (b) all other costs which the City shall be required to pay under the terms of any contract or contracts for the acquisition, construction, delivery and installation of the 2025 Project, including, but not limited to, the cost of insurance; (c) any sums required to reimburse the City for advances made for any of the above items, or for any other costs incurred and for work done, which is properly chargeable to the 2025 Project; (d) any costs paid from the Net Proceeds to repair, restore or replace the 2025 Project; and (e) such other expenses not specified herein as may be necessary or incidental to the acquisition, construction, delivery and installation of the 2025 Project, the financing thereof and the placing of the same in use and operation. Costs, as defined herein, shall be deemed to include the cost and expenses incurred by any agent of the City for any of the above mentioned items.

"**Delivery Date**" means October ___, 2025.

"**Final Termination Date**" means November 1, 20[55], unless extended or sooner terminated as provided in Section 2.02 hereof.

"**Fire District Administration Building Site**" means the real property described as the Fire District Administration Building Site in Exhibit A hereto and the improvements located thereon.

"**Fire District Sublease**" is defined in Section 9.05.

"**Fontana Park Site**" means the real property described as Fontana Park Site in Exhibit A hereto and the improvement located thereon.

"**Grant Contract and the Deed Restriction**" means, collectively, that certain grant agreement between the City of Fontana, as grantee, and the State of California, Department of Parks and Recreation ("DPR"), referred to as Contract Number C9801546, and that certain Deed Restriction dated as of November 28, 2023, recorded against a portion of the Fontana Park Site in the Official Records of San Bernardino County on December 11, 2023 as Instrument No. 2023-0305221.

"**Ground Lease**" means the Ground Lease, dated as of the date hereof, by and between the City and the Authority, as originally executed and as it may from time to time be amended in accordance with to the provisions thereof and hereof.

"**Indenture**" means the Indenture, dated as of the date hereof, by and among the Authority, the City and the Trustee, as originally executed and as it may from time to time be amended or supplemented in accordance with the provisions thereof.

"**Joint Powers Agreement**" means the Joint Exercise of Powers Agreement, dated as of September 1, 2014, by and between the City and the Fontana Fire Protection District, as originally executed and as it may from time to time be amended in accordance with the provisions thereof.

"**Lease Agreement**" means this Lease Agreement, as originally executed and as it may from time to time be amended in accordance with the provisions hereof.

"**Library Site**" means the real property described as the Library Site in Exhibit A hereto and the improvements locked thereon.

"**Net Insurance Proceeds**" means any insurance proceeds or condemnation award in excess of $50,000, paid with respect to any of the Property, remaining after payment therefrom of all reasonable expenses incurred in the collection thereof.

"**Parking Deed Restriction**" means the provisions of that certain deed from First National Bank and Trust Company to the City of Fontana relating to a portion of the Library Site (which portion is used for surface parking), which deed restricts the use of the subject property to the parking of automobiles and other vehicles in perpetuity.

"**Parking Garage Site**" means the real property described as the Parking Garage Site in Exhibit A hereto and the improvements located thereon.

"**Permitted Encumbrances**" means, with respect to the Property, as of any particular time, (a) liens for general *ad valorem* taxes and assessments, if any, not then delinquent, or which the City may, pursuant to provisions of Article VI hereof, permit to remain unpaid, (b) the Assignment Agreement, (c) this Lease Agreement, (d) the Ground Lease, (e) the Solar Energy System Lease Agreement, (f) the Grant Contract and the Deed Restriction, (g) the Parking Deed Restriction, (h) the Fire District Sublease, (i) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law as normally exist with respect to properties similar to the Property for the purposes for which it was acquired or is held by the City, (j) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the Delivery Date which the City certifies in writing will not affect the intended use of the Property or impair the security granted to the Trustee for the benefit of the Owners of the Bonds by the Indenture and the Assignment Agreement and to which the 2025 Insurer, the Authority and the City consent in writing, and (k) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the Delivery Date which the City certifies in writing do not affect the intended use of the Property or impair the security granted to the Trustee for the benefit of the Owners of the Bonds by the Indenture and the Assignment Agreement and to which the 2025 Insurer, the Authority and the City consent in writing.

"**Property**" means the 20[55] Termination Parcels and, until November 1, [2037], the Fontana Park Site.

"**Rental Payments**" means, collectively, the Base Rental Payments and the Additional Rental Payments.

"**Rental Period**" means the twelve-month period commencing on November 1 of each year during the term of the Lease Agreement.

"**Solar Energy System Lease Agreement**" means the Solar Energy System Lease Agreement, dated January 11, 2019 by and between the City, as lessor, and General Electric International, Inc., a Delaware corporation, as lessee, relating to certain solar equipment installed on the rooftops and carports at the City Hall and DSO Building Site.

"**Series 2025A Bonds**" means the Fontana Public Facilities Financing Authority Lease Revenue Bonds, Series 2025A issued under the Indenture.

"**Termination Date**" means (i) November 1, [2037] with respect to the Fontana Park Site, and (ii) the Final Termination Date with respect to the 20[55] Termination Parcels, unless extended or sooner terminated as provided in Section 2.02 hereof.

"**Trustee**" means the trustee appointed under the Indenture and referred to therein as the Trustee.

"**20[55] Termination Parcels**" means the City Hall and DSO Building Site, the Fire District Administration Building Site, the Parking Garage Site, the Library Site and the improvements located thereon.

ARTICLE II

LEASE OF PROPERTY; TERM

Section 2.01 Lease of Property.

(a) The Authority hereby leases to the City and the City hereby leases from the Authority the Property, on the terms and conditions hereinafter set forth, subject to all Permitted Encumbrances.

(b) The leasing of the Property by the City to the Authority pursuant to the Ground Lease shall not effect or result in a merger of the City's leasehold estate pursuant to this Lease Agreement and its fee estate as lessor under the Ground Lease, and the Authority shall continue to have a leasehold estate in the Property pursuant to the Ground Lease throughout the term thereof and hereof. The leasehold interest granted by the City to the Authority pursuant to the Ground Lease is and shall be independent of this Lease Agreement; this Lease Agreement shall not be an assignment or surrender of the leasehold interest granted to the Authority under the Ground Lease.

Section 2.02 Term; Occupancy. The term of this Lease Agreement shall commence on the Delivery Date and shall end on the applicable Termination Date, unless such term is extended or sooner terminated as hereinafter provided. If on the applicable Termination Date the Bonds shall not be fully paid, or provision therefor made in accordance with Article X of the Indenture, or the Indenture shall not be discharged by its terms, or if the Rental Payments shall remain due and

payable or shall have been abated at any time and for any reason, or amounts shall be due and owing hereunder or under the Indenture to the 2025 Insurer, then the term of this Lease Agreement shall be extended until the date upon which (i) all Bonds shall be fully paid, or provision therefor made in accordance with Article X of the Indenture, (ii) the Indenture shall be discharged by its terms and all Rental Payments shall have been paid in full or (iii) all amounts due and owing to the 2025 Insurer hereunder or under the Indenture shall be fully paid. Notwithstanding the foregoing, the term of this Lease Agreement shall in no event be extended more than ten years beyond the applicable Termination Date, such extended date being the "Maximum Lease Term." If prior to the Final Termination Date, all Bonds shall be fully paid, or provision therefor made in accordance with Article X of the Indenture, the Indenture shall be discharged by its terms and all Rental Payments shall have been paid in full, then the term of this Lease Agreement shall end simultaneously therewith.

ARTICLE III

RENTAL PAYMENTS

Section 3.01 Base Rental Payments.

(a) Subject to the provisions hereof relating to a revision of the Base Rental Payment Schedule pursuant to subsection (b) of this Section, the City shall pay to the Authority, as Base Rental Payments (subject to the provisions of Section 3.06 and Article VIII hereof) the amount at the times specified in the Base Rental Payment Schedule, a portion of which Base Rental Payments shall constitute principal, and a portion of which shall constitute interest. Rental Payments, including Base Rental Payments, shall be paid by the City to the Authority for and in consideration of the right to use and occupy the Property and in consideration of the continued right to the quiet use and enjoyment thereof during each Rental Period for which such Rental Payments are to be paid.

The obligation of the City to make the Base Rental Payments does not constitute a debt of the City or of the State of California, or of any political subdivision thereof, within the meaning of any constitutional or statutory debt limit or restriction, and does not constitute an obligation for which the City or the State of California is obligated to levy or pledge any form of taxation or for which the City or the State of California has levied or pledged any form of taxation.

(b) If the term of this Lease Agreement shall have been extended pursuant to Section 2.02 hereof, the obligation of the City to pay Rental Payments shall continue to and including the Base Rental Deposit Date preceding the date of termination of this Lease Agreement (as so extended pursuant to Section 2.02 hereof). Upon such extension, the Base Rental Payments shall be established so that they will be sufficient to pay all extended and unpaid Base Rental Payments; provided, however, that the Rental Payments payable in any Rental Period shall not exceed the annual fair rental value of the Property.

Section 3.02 Additional Rental Payments. The City shall also pay, as Additional Rental Payments, such amounts as shall be required for the payment of the following:

(a) all taxes and assessments of any type or nature charged to the Authority or the City or affecting the Property or the respective interests or estates of the Authority or the City therein;

(b) all reasonable administrative costs of the Authority relating to the Property including, but without limiting the generality of the foregoing, salaries, wages, fees and expenses, compensation and indemnification of the Trustee payable by the Authority under the Indenture, fees of auditors, accountants, attorneys or engineers, and all other necessary and reasonable administrative costs of the Authority or charges required to be paid by it in order to maintain its existence or to comply with the terms of the Indenture or the Lease Agreement or to defend the Authority and its members, officers, agents and employees;

(c) insurance premiums for all insurance required pursuant to Article VI hereof;

(d) any amounts with respect to the Lease Agreement or the Bonds required to be rebated to the federal government in accordance with Section 148(f) of the Code;

(e) all amounts due to the 2025 Insurer under the Indenture; and

(f) all other payments required to be paid by the City under the provisions of this Lease Agreement or the Indenture.

Amounts constituting Additional Rental Payments payable hereunder shall be paid by the City directly to the person or persons to whom such amounts shall be payable. The City shall pay all such amounts when due or at such later time as such amounts may be paid without penalty or, in any other case, within 60 days after notice in writing from the Trustee to the City stating the amount of Additional Rental Payments then due and payable and the purpose thereof.

Section 3.03 Fair Rental Value. The parties hereto have agreed and determined that the annual fair rental value of the Property is not less than the maximum annual Rental Payments due in any year. In making such determination of fair rental value, consideration has been given to the uses and purposes that may be served by the Property and the benefits therefrom which will accrue to the City and the general public. Payments of the Rental Payments for the Property during each Rental Period shall constitute the total rental for said Rental Period.

Section 3.04 Payment Provisions. Each installment of Base Rental Payments payable hereunder shall be paid in lawful money of the United States of America to or upon the order of the Authority at the principal office of the Trustee in Los Angeles, California, or such other place or entity as the Authority or Trustee shall designate. Each Base Rental Payment shall be deposited with the Trustee no later than the Base Rental Deposit Date preceding the Interest Payment Date on which such Base Rental Payment is due. Any Base Rental Payment which shall not be paid by the City when due and payable under the terms of this Lease Agreement shall bear interest from the date when the same is due hereunder until the same shall be paid at the rate equal to the highest rate of interest on any of the Outstanding Bonds. Notwithstanding any dispute between the Authority and the City, the City shall make all Rental Payments when due without deduction or offset of any kind and shall not withhold any Rental Payments pending the final resolution of such dispute. In the event of a determination that the City was not liable for said Rental Payments or any portion thereof, said payments or excess of payments, as the case may be, shall be credited against subsequent Rental Payments due hereunder or refunded at the time of such determination. Amounts required to be deposited by the City with the Trustee pursuant to this Section on any date shall be reduced to the extent of available amounts on deposit in the Base Rental Payment Fund, the Interest Fund or the Principal Fund.

Section 3.05 Appropriations Covenant. The City covenants to take such action as may be necessary to include all Rental Payments due hereunder as a separate line item in its annual budgets and to make necessary annual appropriations for all such Rental Payments. The City will deliver to the Authority and the Trustee a Certificate of the City stating that its final annual budget includes all Base Rental Payments due in such fiscal year within ten days after the filing or adoption thereof. The covenants on the part of the City herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Lease Agreement agreed to be carried out and performed by the City.

Section 3.06 Rental Abatement. Except as otherwise specifically provided in this Section, during any period in which, by reason of material damage to, or destruction or condemnation of, the Property, or any defect in title to the Property, there is substantial interference with the City's right to use and occupy any portion of the Property, Rental Payments shall be abated proportionately, and the City waives the benefits of Civil Code Sections 1932(1), 1932(2) and 1933(4) and any and all other rights to terminate the Lease Agreement by virtue of any such interference, and the Lease Agreement shall continue in full force and effect. The amount of such abatement shall be agreed upon by the City and the Authority; provided, however, that the Rental Payments due for any Rental Period shall not exceed the annual fair rental value of that portion of the Property available for use and occupancy by the City during such Rental Period. The City and the Authority shall calculate such abatement and shall provide the Trustee with a certificate setting forth such calculation and the basis therefor. Such abatement shall continue for the period commencing with the date of interference resulting from such damage, destruction, condemnation or title defect and, with respect to damage to or destruction of the Property, ending with the substantial completion of the work of repair or replacement of the Property, or the portion thereof so damaged or destroyed; and the term of this Lease Agreement shall be extended as provided in Section 2.02 hereof, except that the term shall in no event be extended beyond the Maximum Lease Term.

Notwithstanding the foregoing, to the extent that moneys are available for the payment of Rental Payments in any of the funds and accounts established under the Indenture or proceeds of the rental interruption insurance required by section 6.01(d) hereof are available, Rental Payments shall not be abated as provided above but, rather, shall be payable by the City as a special obligation payable solely from said funds, accounts, and proceeds.

ARTICLE IV

ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF THE 2025 PROJECT

Section 4.01 Deposit of Bond Proceeds; City Deposit. Upon the issuance of the Series 2025A Bonds, the Authority agrees that all proceeds of the Series 2025A Bonds shall be paid to the Trustee and that such moneys shall be deposited with the Trustee and be applied as provided in Section 3.02 of the Indenture

Section 4.02 Acquisition, Construction and Improvement of the 2025 Project. The City agrees to acquire, construct, deliver and install any portion of the 2025 Project to be financed with the proceeds of the Series 2025A Bonds, or to cause such portion to be acquired, constructed,

delivered and installed, with the proceeds of the Series 2025A Bonds paid to the City by the Authority pursuant to Section 4.01 above and the Authority shall have no responsibility with respect thereto.

Section 4.03 Compliance with Law. The City shall comply with all applicable provisions for bids and contracts prescribed by law with respect to the 2025 Project, including, without limitation, any applicable environmental review and approvals, Sections 20110 et seq. of the Public Contracts Code and Article 42 (commencing with Section 20670) of Part 3 of Division 2 of the Public Contracts Code. The City acknowledges and agrees that specific expenditures for all or any portion of the 2025 Project, as now or hereafter designated, are expressly subject to compliance with such requirements.

Section 4.04 Payment of Costs. Payment of Costs shall be made from the moneys deposited with the Trustee in the Project Fund as provided in Section 4.01 hereof and Section 3.05 of the Indenture, which shall be disbursed from the Project Fund in accordance and upon compliance with Section 3.05 of the Indenture.

Section 4.05 Time of Completion and Liquidated Damages. The construction and equipping of the 2025 Project shall be completed on or prior to [October 1, 2028], subject to excused delays pursuant to standard City procedures. Each construction contractor hired by the City shall be required to provide payment and performance bonds in amounts equal to the maximum price under its contract.

Section 4.06 Construction and Acquisition of the 2025 Project. The City agrees to oversee the construction, acquisition, delivery and installation of the 2025 Project in accordance with the following terms:

(a) Construction and Completion. The City agrees to proceed with all due diligence to complete the construction, acquisition, delivery and installation of the 2025 Project, all in accordance with the plans and specifications for the 2025 Project (the "Plans and Specifications") approved by the City Engineer. The City shall comply with all statutes and laws applicable to the performance of its obligations hereunder, including all public laws applicable thereto and all laws regarding the approval, acquisition and construction of public projects by cities in the State of California. The City shall make certain that each contract relating to the 2025 Project is awarded in accordance with applicable law and contains a scheduled completion date which requires completion on or before the scheduled completion date referred to in Section 4.05 above;

(b) Change Orders. Subject to any other restrictions imposed upon the City, the City may approve any changes to the Plans and Specifications so long as any change does not, and all such changes as a whole do not, (i) substantially alter the nature of the 2025 Project, (ii) delay the completion of the 2025 Project beyond [October 1, 2028], (iii) reduce the fair rental value of the 2025 Project, or (iv) increase the total Costs of the 2025 Project to an amount in excess of the amount in the Project Fund unless there has been deposited with the City an amount equal to such excess or unless there has been deposited with the City a certificate of an Authorized Representative of the City, together with a revised construction budget demonstrating that the total amount on deposit to pay for the Project is adequate to allow the completion of the Project as planned;

(c) Payment of Costs of the 2025 Project. Payment of the portion of the Costs of the Project being financed by the City shall be made from moneys deposited in the Project Fund, and

shall be disbursed for such purpose in accordance and upon compliance with the Indenture. Neither the Authority nor the City shall be liable for the payment of Costs of the 2025 Project other than from amounts on deposit in the Project Fund; and

(d) Unexpended Monies. The City agrees that unexpended moneys remaining in the Project Fund shall, upon payment in full of all Costs of the 2025 Project, be applied solely in accordance with the provisions of the Indenture.

Section 4.07 Completion Date; Certification. Upon the completion of acquisition, construction, delivery and installation of the portion of the 2025 Project to be financed with each issue of Bonds, the City shall deliver to the Trustee a Completion Certificate with respect thereto. On the date of filing a Completion Certificate concerning that portion of the 2025 Project financed with proceeds of the Series 2025A Bonds, all excess moneys remaining in the Project Fund for the Series 2025A Bonds for which such Completion Certificate is delivered shall be applied in accordance with the provisions of Section 3.05 of the Indenture.

ARTICLE V

MAINTENANCE, ALTERATIONS AND ADDITIONS

Section 5.01 Modification of the Property.

(a) Subject to Section 9.02 hereof, the City and any sublessee shall, at its own expense, or with the proceeds of Additional Bonds, have the right to make additions, modifications, and improvements to any portion of the Property if such improvements are necessary or beneficial for the use of such portion of the Property. All such additions, modifications and improvements shall thereafter comprise part of the Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way cause an abatement of Rental Payments with respect to the Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the State tax-exempt status or the exclusion from gross income for federal income tax purposes of the interest on the Bonds and Additional Bonds (to the extent such Additional Bonds were issued as tax exempt Bonds); and the Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall have an annual fair rental value which is not less than the annual Rental Payments.

(b) Subject to Section 9.02 hereof, the City and any sublessee shall, at its own expense, or with the proceeds of Additional Bonds, have the right to make replacements, redevelopment or renovation of all or a portion of the Property if the following conditions precedent are satisfied:

(i) The City receives an opinion of Bond Counsel, a copy of which the City shall furnish to the Authority and the Trustee, that (1) such replacement does not adversely affect the federal income tax exclusion or the State tax-exempt status of the interest on the Bonds and Additional Bonds (to the extent such Additional Bonds were issued as tax exempt Bonds), and (2) this Lease will remain the legal, valid, binding and enforceable obligation of the City;

(ii) In the event such replacement, redevelopment or renovation would result in the temporary abatement of Rental Payments as provided in Section 3.06 hereof the City

shall have notified any rating agency then providing a rating on the Bonds and shall deposit moneys with the Trustee in advance for payment of Rental Payments from the proceeds of Additional Bonds or from special funds of the City or other moneys, the application of which would not, in the opinion of Bond Counsel (a copy of which shall have been delivered to the Trustee), result in such Rental Payments constituting indebtedness of the City in contravention of the Constitution and laws of the State; and

(iii) The City shall certify to the Trustee that it has sufficient funds to complete such replacement, redevelopment or renovation.

Section 5.02 Maintenance and Utilities. Throughout the term of this Lease Agreement, as part of the consideration for rental of the Property, all improvement, repair and maintenance of the Property shall be the responsibility of the City, and the City shall pay for or otherwise arrange for the payment of all utility services supplied to the Property, which may include, without limitation, janitor service, security, power gas, telephone, light, heating, ventilation, air conditioning, water and all other utility services, and shall pay for or otherwise arrange for payment of the cost of the repair and replacement of the Property resulting from ordinary wear and tear or want of care on the part of the City or any assignee or sublessee thereof. In exchange for the Rental Payments, the Authority agrees to provide only the Property.

Section 5.03 Installation of City's Equipment. The City and any sublessee may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed items of equipment or other personal property in or upon the Property. All such items shall remain the sole property of the City or such sublessee, and neither the Authority nor the Trustee shall have any interest therein. The City or such sublessee may remove or modify such equipment or other personal property at any time, provided that such party shall repair and restore any and all damage to the Property resulting from the installation, modification or removal of any such items. Nothing in this Lease Agreement shall prevent the City or any sublessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease purchase contract, or subject to a vendor's lien or security agreement as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Property.

ARTICLE VI

INSURANCE

Section 6.01 Commercial General Liability and Property Damage Insurance; Workers' Compensation Insurance.

(a) The City shall maintain or cause to be maintained, throughout the term of this Lease Agreement, a standard commercial general liability insurance policy or policies in protection of the City, the Authority and their respective members, officers, agents and employees. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the use or ownership of the Property. Said policy or policies shall provide coverage in the minimum liability limits of $1,000,000 for personal injury or death of each person and $3,000,000 for personal injury or deaths of two or more persons in a single accident or event, and in a minimum amount of $500,000 for damage to property (subject to a deductible clause of not to exceed $100,000) resulting from a single accident or event. Such commercial general liability and property

damage insurance may, however, be in the form of a single limit policy in the amount of $3,000,000 covering all such risks. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried or required to be carried by the City, and may be maintained in whole or in part in the form of self-insurance by the City provided such self-insurance complies with the provisions of Section 6.04 hereof. The Net Insurance Proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the Net Insurance Proceeds of such insurance shall have been paid.

(b) The City shall maintain or cause to be maintained, throughout the term of this Lease Agreement, workers' compensation insurance issued by a responsible carrier authorized under the laws of the State of California to insure employers against liability for compensation under the California Labor Code, or any act enacted as an amendment or supplement thereto or in lieu thereof, such workers' compensation insurance to cover all persons employed by the City in connection with the Property and to cover full liability for compensation under any such act; provided, however, that the City's obligations under this subsection may be satisfied by self-insurance, provided such self-insurance complies with the provisions of Section 6.04 hereof.

(c) The City shall maintain or cause to be maintained, fire, lightning and special extended coverage insurance (which shall include coverage for vandalism and malicious mischief, but need not include coverage for earthquake damage) on all improvements constituting any part of the Property in an amount equal to the greater of 100% of the replacement cost of such improvements or 100% of the outstanding principal amount of the Bonds. The City has an insurance policy which provides replacement cost coverage. All insurance required to be maintained pursuant to this subsection may be subject to a deductible in an amount not to exceed $500,000. The City's obligations under this subsection may be satisfied by self-insurance, provided such self-insurance complies with the provisions of Section 6.04 hereof.

(d) The City shall maintain rental interruption insurance to cover the Authority's loss, total or partial, of Base Rental Payments resulting from the loss, total or partial, of the use of any part of the Property as a result of any of the hazards required to be covered pursuant to subsection (c) of this Section in an amount sufficient at all times to pay an amount not less than the product of two times the maximum amount of Base Rental Payments scheduled to be paid during any Rental Period. The City's obligations under this subsection may be satisfied by self-isurance, provided such self-insurance complies with the provisions of Section 6.04 hereof.

(e) The insurance required by this Section shall be provided by reputable insurance companies with claims paying abilities determined, in the reasonable opinion of a professionally certified risk manager or an independent insurance consultant, to be adequate for the purposes hereof.

Section 6.02 Title Insurance. The City shall provide, at its own expense, one or more CLTA or ALTA title insurance policies for the Property, the form of which policy or policies shall be acceptable to the 2025 Insurer, in the aggregate amount of not less than the initial aggregate principal amount of the Series 2025A Bonds and the initial aggregate principal amount of any Additional Bonds issued after the Closing Date. Such policy or policies shall insure (a) the fee interest of the City in the Property, (b) the Authority's ground leasehold estate in the Property under the Ground Lease, and (c) the City's leasehold estate hereunder in the Property, subject only to Permitted Encumbrances. All Net Insurance Proceeds received under said policy or policies shall be deposited with the Trustee and applied as provided in Section 5.03 of the Indenture. So long as any of the

Bonds remain Outstanding, each policy of title insurance obtained pursuant to the Indenture or this Lease Agreement or required thereby or hereby shall provide that all proceeds thereunder shall be payable to the Trustee for the benefit of the Bond Owners.

Section 6.03 Additional Insurance Provision; Form of Policies. The City shall pay or cause to be paid when due the premiums for all insurance policies required by Section 6.01 hereof, and shall promptly furnish or cause to be furnished evidence of such payments to the Trustee. All such policies shall provide that the Trustee shall be given 30 days' notice of the expiration thereof or any intended cancellation thereof. The Trustee shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the Trustee.

The City shall cause to be delivered to the Trustee on or before November 1 each year, commencing November 1, 2026, a Certificate of the City stating that such policies are in full force and effect and that the City is in full compliance with the requirements of this Article. The Trustee shall be entitled to rely upon said Certificate of the City as to the City's compliance with this Article. The Trustee shall not be responsible for the sufficiency of coverage or amounts of such policies.

Section 6.04 Self-Insurance. Insurance provided through a California joint powers authority of which the City is a member or with which the City contracts for insurance shall be deemed to be self-insurance for purposes hereof and may be utilized by the City to satisfy the requirements of this Article without the consent of the 2025 Insurer. The City must obtain the prior written consent of the 2025 Insurer to utilize other self-insurance to satisfy the requirements of this Article. Any self-insurance maintained by the City pursuant to this Article shall comply with the following terms:

(a) the self-insurance program shall be approved in writing by the City's Risk Manager, a professionally certified risk manager, or an independent insurance consultant;

(b) the self-insurance program shall include an actuarially sound claims reserve fund out of which each self-insured claim shall be paid, the adequacy of each such fund shall be evaluated on an annual basis by the City's Risk Management Department, a professionally certified risk manager or by an independent insurance consultant and any deficiencies in any self-insured claims reserve fund shall be remedied in accordance with the recommendation of the City's Risk Management Department, a professionally certified risk manager or an independent insurance consultant, as applicable; and

(c) in the event that the self-insurance program shall be discontinued, the actuarial soundness of its claims reserve fund, as determined by a professionally certified risk manager or by an independent insurance consultant, shall be maintained.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.01 Defaults and Remedies.

(a) (i) If the City shall fail (A) to pay any Rental Payment payable hereunder when the same becomes due and payable, time being expressly declared to be of the essence in this

Lease Agreement, or (B) to keep, observe or perform any other term, covenant or condition contained herein or in the Indenture to be kept or performed by the City, or (ii) upon the happening of any of the events specified in this subsection or in subsection (b) of this Section, the City shall be deemed to be in default hereunder and it shall be lawful for the Authority, upon the direction of the 2025 Insurer, to exercise any and all remedies available pursuant to law or granted pursuant to this Lease Agreement. The City shall in no event be in default in the observance or performance of any covenant, condition or agreement in this Lease Agreement on its part to be observed or performed, other than as referred to in clause (i)(A) or (ii) of the preceding sentence, unless the City shall have failed, for a period of 30 days or, with the prior written consent of the 2025 Insurer, such additional time as is reasonably required to correct any such default after notice by the Authority to the 2025 Insurer and the City properly specifying wherein the City has failed to perform any such covenant, condition or agreement. Upon any such default, the Authority, in addition to all other rights and remedies it may have at law, shall have the option to do any of the following:

(1) To terminate this Lease Agreement in the manner hereinafter provided on account of default by the City, notwithstanding any re-entry or re-letting of the Property as hereinafter provided for in subparagraph (2) hereof, and to re-enter the Property and remove all persons in possession thereof and all personal property whatsoever situated upon the Property and place such personal property in storage in any warehouse or other suitable place, for the account of and at the expense of the City. In the event of such termination, the City agrees to surrender immediately possession of the Property, without let or hindrance, and to pay the Authority all damages recoverable at law that the Authority may incur by reason of default by the City, including, without limitation, any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon the Property and removal and storage of such property by the Authority or its duly authorized agents in accordance with the provisions herein contained. Neither notice to pay Rental Payments or to deliver up possession of the Property given pursuant to law nor any entry or re-entry by the Authority nor any proceeding in unlawful detainer, or otherwise, brought by the Authority for the purpose of effecting such re-entry or obtaining possession of the Property nor the appointment of a receiver upon initiative of the Authority to protect the Authority's interest under this Lease Agreement shall of itself operate to terminate this Lease Agreement, and no termination of this Lease Agreement on account of default by the City shall be or become effective by operation of law or acts of the parties hereto, or otherwise, unless and until the Authority shall have given written notice to the City of the election on the part of the Authority to terminate this Lease Agreement. The City covenants and agrees that no surrender of the Property or of the remainder of the term hereof or any termination of this Lease Agreement shall be valid in any manner or for any purpose whatsoever unless stated by the Authority by such written notice.

(2) Without terminating this Lease Agreement, (x) to collect each installment of Rental Payments as the same become due and enforce any other terms or provisions hereof to be kept or performed by the City, regardless of whether or not the City has abandoned the Property, or (y) to exercise any and all rights of entry and re-entry upon the Property. In the event the Authority, at the direction of the 2025 Insurer, does not elect to terminate this Lease Agreement in the manner provided for in subparagraph (1) hereof, the City shall remain liable and agrees to keep or perform all covenants and conditions herein contained to be kept or performed by the City and, if the Property is not re-let, to pay the full amount of the Rental Payments to the end of the term of this Lease Agreement or, in the event that the Property is re-let, to pay any deficiency in Rental Payments that results therefrom; and further agrees to pay said Rental Payments and/or Rental Payment deficiency punctually at the same time and in the same manner as hereinabove provided for the payment of Rental Payments hereunder, notwithstanding the fact that the Authority may have

received in previous years or may receive thereafter in subsequent years Rental Payments in excess of the Rental Payments herein specified, and notwithstanding any entry or re-entry by the Authority or suit in unlawful detainer, or otherwise, brought by the Authority for the purpose of effecting such re-entry or obtaining possession of the Property. Should the Authority elect to re-enter as herein provided, the City hereby irrevocably appoints the Authority as the agent and attorney-in-fact of the City to re-let the Property, or any part thereof, from time to time, either in the Authority's name or otherwise, upon such terms and conditions and for such use and period as the Authority may deem advisable and to remove all persons in possession thereof and all personal property whatsoever situated upon the Property and to place such personal property in storage in any warehouse or other suitable place, for the account of and at the expense of the City, and the City hereby indemnifies and agrees to save harmless the Authority from any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon and re-letting of the Property and removal and storage of such property by the Authority or its duly authorized agents in accordance with the provisions herein contained. The City agrees that the terms of this Lease Agreement constitute full and sufficient notice of the right of the Authority to re-let the Property in the event of such re-entry without effecting a surrender of this Lease Agreement, and further agrees that no acts of the Authority in effecting such re-letting shall constitute a surrender or termination of this Lease Agreement irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the event of such default by the City the right to terminate this Lease Agreement shall vest in the Authority to be effected in the sole and exclusive manner provided for in subparagraph (1) hereof. The City further agrees to pay the Authority the cost of any alterations or additions to the Property necessary to place the Property in condition for re-letting immediately upon notice to the City of the completion and installation of such additions or alterations.

The City hereby waives any and all claims for damages caused or which may be caused by the Authority in re-entering and taking possession of the Property as herein provided and all claims for damages that may result from the destruction of or injury to the Property and all claims for damages to or loss of any property belonging to the City, or any other person, that may be in or upon the Property.

(b) If (i) the City's interest in this Lease Agreement or any part thereof is assigned or transferred, either voluntarily or by operation of law or otherwise, without the written consent of the Authority and, as hereinafter provided for, or (ii) the City or any assignee shall file any petition or institute any proceeding under any act or acts, state or federal, dealing with or relating to the subject or subjects of bankruptcy or insolvency, or under any amendment of such act or acts, either as a bankrupt or as an insolvent, or as a debtor, or in any similar capacity, wherein or whereby the City asks or seeks or prays to be adjudicated a bankrupt, or is to be discharged from any or all of the City's debts or obligations, or offers to the City's creditors to elect a composition or extension of time to pay the City's debts or asks, seeks or prays for reorganization or to effect a plan of reorganization, or for a readjustment of the City's debts, or for any other similar relief, or if any such petition or any such proceedings of the same or similar kind or character be filed or be instituted or taken against the City, or if a receiver of the business or of the property or assets of the City shall be appointed by any court, except a receiver appointed at the instance or request of the Authority, or if the City shall make a general assignment for the benefit of the City's creditors, or (iii) the City shall abandon or vacate the Property, then the City shall be deemed to be in default hereunder.

(c) In addition to the other remedies set forth in this Section, upon the occurrence of an event of default, the Authority and its assignee shall be entitled to proceed to protect and

enforce the rights vested in the Authority and its assignee by the Lease Agreement or by law. The provisions of the Lease Agreement and the duties of the City and of its city council, officers or employees shall be enforceable by the Authority or its assignee by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction. Without limiting the generality of the foregoing, the Authority and its assignee shall have the right to bring the following actions:

(i) Accounting. By action or suit in equity to require the City and its city council, officers and employees and its assigns to account as the trustee of an express trust.

(ii) Injunction. By action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of the Authority or its assignee.

(iii) Mandamus. By mandamus or other suit, action or proceeding at law or in equity to enforce the Authority's or its assignee's rights against the City (and its city council, officers and employees) and to compel the City to perform and carry out its duties and obligations under the law and its covenants and agreements with the City as provided herein.

Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the single or partial exercise of any right, power or privilege hereunder shall not impair the right of the Authority to the further exercise thereof or the exercise of any or all other rights, powers or privileges. The term "re-let" or "re-letting" as used in this Section shall include, but not be limited to, re-letting by means of the operation by the Authority of the Property. If any statute or rule of law validly shall limit the remedies given to the Authority hereunder, the Authority nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

In the event the Authority shall prevail in any action brought to enforce any of the terms and provisions of this Lease Agreement, the City agrees to pay a reasonable amount as and for attorney's fees incurred by the Authority in attempting to enforce any of the remedies available to the Authority hereunder.

Notwithstanding anything to the contrary contained in this Lease Agreement, the Authority shall have no right upon a default hereunder by the City to accelerate Rental Payments.

(d) Notwithstanding anything to the contrary contained in this Lease Agreement, the termination of this Lease Agreement by the Authority and its assignees on account of a default by the City under this Section shall not effect or result in a termination of the Ground Lease.

Section 7.02 Waiver. Failure of the Authority to take advantage of any default on the part of the City shall not be, or be construed as, a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument be construed to waive or to lessen the right of the Authority to insist upon performance by the City of any term, covenant or condition hereof, or to exercise any rights given the Authority on account of such default. A waiver of a particular default shall not be deemed to be a waiver of any other default or of the same default subsequently occurring. The acceptance of Rental Payments hereunder shall not be, or be construed to be, a waiver of any term, covenant or condition of this Lease Agreement.

ARTICLE VIII

EMINENT DOMAIN; PREPAYMENT

Section 8.01 Eminent Domain. If all of the Property (or portions thereof such that the remainder is not usable for public purposes by the City) shall be taken under the power of eminent domain, the term hereof shall cease as of the day that possession shall be so taken. If less than all of the Property shall be taken under the power of eminent domain and the remainder is usable for public purposes by the City at the time of such taking, then the Lease Agreement shall continue in full force and effect as to such remainder, and the parties waive the benefits of any law to the contrary, and in such event there shall be a partial abatement of the Rental Payments in accordance with the provisions of Section 3.06 hereof. So long as any Bonds shall be Outstanding, any award made in eminent domain proceedings for the taking of the Property, or any portion thereof, shall be paid to the Trustee and applied to the redemption of Bonds as provided in subsection (a) of Section 4.01 of the Indenture, in the corresponding provisions of any Supplemental Indenture pursuant to which Additional Bonds are issued and in Section 5.03 of the Indenture. Any such award made after all of the Bonds, and all other amounts due under the Indenture and hereunder, have been fully paid, shall be paid to the Authority and to the City as their respective interests may appear.

Section 8.02 Prepayment.

(a) The City may prepay all or a portion of the Base Rental Payments attributable to the Series 2025A Bonds which are payable after November 1, 20__ from any source of available funds, on any date on or after November 1, 20__, by paying (i) all or a portion, as selected by the City, of the principal components of such Base Rental Payments, and (ii) the accrued but unpaid interest component of such Base Rental Payments to be prepaid to the date of such prepayment.

(b) The City may prepay, from any source of available funds, all or any portion of the Base Rental Payments attributable to the Series 2025A Bonds by depositing with the Trustee moneys or securities as provided, and subject to the terms and conditions set forth, in Article X of the Indenture sufficient to make such Base Rental Payments when due or to make such Base Rental Payments through a specified date on which the City has a right to prepay such Base Rental Payments pursuant to subsection (a) of this Section, and to prepay such Base Rental Payments on such prepayment date, at a prepayment price determined in accordance with subsection (a) of this Section.

(c) If less than all of the Base Rental Payments attributable to the Series 2025A Bonds are prepaid pursuant to this Section then, as of the date of such prepayment pursuant to subsection (a) of this Section, or the date of a deposit pursuant to subsection (b) of this Section, the principal and interest components of such Base Rental Payments shall be recalculated by the City and transmitted to the Trustee in order to take such prepayment into account. The City agrees that if, following a partial prepayment of such Base Rental Payments, the Property is damaged or destroyed or taken by eminent domain, or a defect in title to the Property is discovered, the City shall not be entitled to, and by such prepayment waives the right of, abatement of such prepaid Base Rental Payments and the City shall not be entitled to any reimbursement of such Base Rental Payments.

(d) If all of the Base Rental Payments are prepaid in accordance with the provisions of this Lease Agreement then, as of the date of such prepayment pursuant to subsection (a) of this Section and, if applicable, the corresponding provisions hereof relating to the prepayment of

Base Rental Payments attributable to Additional Bonds, or deposit pursuant to subsection (b) of this Section and, if applicable, such corresponding provisions, and payment of all other amounts owed under this Lease Agreement, the term of this Lease Agreement shall be terminated.

(e) Prepayments of Base Rental Payments attributable to the Series 2025A Bonds made pursuant to this Section shall be applied to the redemption of the Series 2025A Bonds as directed by the City and as provided in Section 4.01 of the Indenture.

(f) Before making any prepayment pursuant to this Article, the City shall give written notice to the Authority and the Trustee specifying the date on which the prepayment will be made (conditionally or otherwise), which date shall be not less than 20 nor more than 60 days from the date such notice is given to the Authority.

ARTICLE IX

COVENANTS

Section 9.01 Right of Entry. The Authority and its assignees shall have the right to enter upon and to examine and inspect the Property during reasonable business hours (and in emergencies at all times) for any purpose connected with the Authority's rights or obligations under this Lease Agreement, and for all other lawful purposes.

Section 9.02 Liens. In the event the City shall at any time during the term of this Lease Agreement cause any changes, alterations, additions, improvements, or other work to be done or performed or materials to be supplied, in or upon the Property, the City shall pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or for the City in, upon or about the Property and which may be secured by a mechanics', materialmen's or other lien against the Property or the Authority's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that, if the City desires to contest any such lien, it may do so as long as such contestment is in good faith. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, the City shall forthwith pay and discharge said judgment.

Section 9.03 Quiet Enjoyment. The parties hereto mutually covenant that the City, by keeping and performing the covenants and agreements herein contained, shall at all times during the term of this Lease Agreement peaceably and quietly have, hold and enjoy the Property without suit, trouble or hindrance from the Authority.

Section 9.04 Authority Not Liable. The Authority and its directors, officers, agents and employees, shall not be liable to the City or to any other party whomsoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the Property. To the extent permitted by law, the City shall, at its expense, indemnify and hold the Authority and the Trustee and all directors, members, officers and employees thereof harmless against and from any and all claims by or on behalf of any person, firm, corporation or governmental authority arising from the acquisition, construction, occupation, use, operation, maintenance, possession, conduct or management of or from any work done in or about the Property or from the subletting of any part thereof, including any liability for violation of conditions, agreements,

restrictions, laws, ordinances, or regulations affecting the Property or the occupancy or use thereof, but excepting the negligence or willful misconduct of the persons or entity seeking indemnity. The City also covenants and agrees, at its expense, to pay and indemnify and save the Authority and the Trustee and all directors, officers and employees thereof harmless against and from any and all claims arising from (a) any condition of the Property and the adjoining sidewalks and passageways, (b) any breach or default on the part of the City in the performance of any covenant or agreement to be performed by the City pursuant to this Lease Agreement, (c) any act or negligence of licensees in connection with their use, occupancy or Operation of the Property, or (d) any accident, injury or damage whatsoever caused to any person, firm or corporation in or about the Property or upon or under the sidewalks and from and against all costs, reasonable counsel fees, expenses and liabilities incurred in any action or proceeding brought by reason of any claim referred to in this Section, but excepting the negligence or willful misconduct of the person or entity seeking indemnity. In the event that any action or proceeding is brought against the Authority or the Trustee or any director, member, officer or employee thereof, by reason of any such claim, the City, upon notice from the Authority or the Trustee or such director, member, officer employee thereof, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to the Authority or the Trustee or such director, member, officer or employee thereof.

Section 9.05 Assignment and Subleasing. This Lease Agreement may not be assigned by the City. The City may sublease the Fire District Administration Building Site or any portion thereof to the Fontana Fire Protection District and the Fontana Fire Protection District may sublease the Fire District Administration Building Site or any portion thereof back to the City (collectively, the "Fire District Sublease"), so long as the City remains fully liable for all obligations under this Lease Agreement and the sublease is subordinate in all respects to the rights of the Authority and the Trustee hereunder. The City may sublease the Property or any portion thereof to any other person or entity for any other purpose, subject to the satisfaction of all of the following conditions (a) through (d) below:

(a) this Lease Agreement and the obligation of the City to make all Rental Payments hereunder shall remain the primary obligation of the City;

(b) the City shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Authority and the Trustee a true and complete copy of such sublease;

(c) any sublease of the Property by the City shall explicitly provide that such sublease is subject to all rights of the Authority under the Lease Agreement, including, the right to re-enter and re-let the Property or terminate the Lease Agreement upon a default by the City; and

(d) the City shall furnish the Authority and the Trustee with an Opinion of Counsel to the effect that such sublease will not, in and of itself, cause the interest on the Bonds to be included in gross income for federal income tax purposes.

Notwithstanding any other provision of this Lease Agreement so long as (a) the Insured Series 2025A Bonds are Outstanding or any amounts are due and payable to the 2025 Insurer and (b) so long as the Policy is in effect and the 2025 Insurer is not in default in respect of its payment obligations thereunder, and (c) except for the Fire District Sublease as permitted by this Section, no sublease, release, sale, disposition or substitution of the Property shall occur without the prior written consent of the 2025 Insurer.

Section 9.06 Title to Property. Upon the termination or expiration of this Lease Agreement (other than as provided in Section 7.01 and Section 8.01 hereof), and the first date upon which the Bonds are no longer Outstanding, all right, title and interest in and to the Property shall vest in the City. Upon any such termination or expiration, the Authority shall execute such conveyances, deeds and other documents as may be necessary to effect such vesting of record.

Section 9.07 Authority's Purpose. The Authority covenants that, prior to the discharge of this Lease Agreement and the Bonds, it will not engage in any activities inconsistent with the purposes for which the Authority is organized, as set forth in the Joint Powers Agreement.

Section 9.08 Representations of the City. The City represents and warrants to the Authority that (a) the City has the full power and authority to enter into, to execute and to deliver this Lease Agreement and the Indenture, and to perform all of its duties and obligations hereunder and thereunder, and has duly authorized the execution and delivery of this Lease Agreement and the Indenture, and (b) the Property will be used in the performance of essential governmental functions.

Section 9.09 Representation of the Authority. The Authority represents and warrants to the City that the Authority has the full power and authority to enter into, to execute and to deliver this Lease Agreement, the Assignment Agreement and the Indenture, and to perform all of its duties and obligations hereunder and thereunder, and has duly authorized the execution and delivery of this Lease Agreement, the Assignment Agreement and the Indenture.

ARTICLE X

NO CONSEQUENTIAL DAMAGES; USE OF THE PROPERTY; SUBSTITUTION OR RELEASE

Section 10.01 No Consequential Damages. In no event shall the Authority or the Trustee be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Lease Agreement or the City's use of the Property.

Section 10.02 Use of the Property. The City will not use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Lease Agreement. In addition, the City agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of the Property) with all laws of the jurisdictions in which its operations may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Property; provided, however, that the City may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of the Authority, adversely affect the estate of the Authority in and to any of the Property or its interest or rights under this Lease Agreement.

Section 10.03 Substitution or Release of the Property. The City shall have the right to substitute alternate real property for any portion of the Property or to release a portion of the Property from this Lease Agreement. All costs and expenses incurred in connection with such substitution or release shall be borne by the City. Notwithstanding any substitution or release of Property pursuant to this subsection, there shall be no reduction in or abatement of the Base Rental Payments due from the City hereunder as a result of such substitution or release. Any such substitution or release of any portion of the Property shall be subject to the following specific conditions, which are hereby made conditions precedent to such substitution or release:

(a) the City shall have found (as set forth in a certificate delivered by the City to the Trustee) that the Property, as constituted after such substitution or release, (i) has an annual fair rental value at least equal to the maximum Base Rental Payments payable by the City in any Rental Period, and (ii) has a useful life in excess of the final maturity of any Outstanding Bonds;

(b) the City shall have obtained or caused to be obtained a CLTA or ALTA title insurance policy or policies with respect to any substituted property in the amount at least equal to the aggregate principal amount of any Outstanding Bonds of the type and with the endorsements described in Section 6.02 hereof;

(c) the City shall have provided the Trustee with an Opinion of Counsel to the effect that such substitution or release will not, in and of itself, cause the interest on the Bonds to be included in gross income for federal income tax purposes;

(d) the City, the Authority and the Trustee shall have executed, and the City shall have caused to be recorded with the San Bernardino County Recorder, any document necessary to reconvey to the City the portion of the Property being released and to include any substituted real property in the description of the Property contained herein and in the Ground Lease;

(e) the City shall have provided notice of such substitution to each rating agency then rating the Bonds;

(f) no event of default (as described in Article VII hereof) has occurred and is continuing;

(g) the City will give, or cause to be given, any notice of the occurrence of such substitution required to be given pursuant to the Continuing Disclosure Certificate;

(h) the City will certify to the Trustee that the City has a current need for the substituted real property;

(i) the City shall certify to the Trustee that any substitution shall not cause the City to violate any of its covenants, representations and warranties made in the Lease Agreement; and

(j) the 2025 Insurer shall have consented in writing to such substitution or release.

Section 10.04 Release of Library Site After Completion of City Hall Building. Without regard to the requirements of Section 10.03 above, the Authority may provide for release and deletion of the Library Site portion of the Property from the Property, provided that the City shall satisfy conditions (a), (b), and (c), below, compliance with each of which requirements is hereby declared to be a condition precedent to such release:

(a) The City shall file with the Authority and the Trustee a copy of a Lease Supplement which deletes the Library Site from the Lease Agreement (and, at the election of the City, from the Ground Lease); and

(b) The City shall have delivered the Completion Certificate to the Trustee; and

(c) no event of default (as described in Article VII hereof) has occurred and is continuing.

Upon the satisfaction of all such conditions under this Section 10.04, this Lease Agreement shall thereupon end as to the Library Site and shall thereupon continue as to the remaining portion of the Property, and the Library Site shall be released from the Lease Agreement and no longer form part of the Property hereunder without further act or deed of the City, the Authority, or the Trustee, provided the Authority and the Trustee shall execute any such instruments evidencing such release as may be reasonably requested by the City from time to time. The City shall not be entitled to any reduction, diminution, extension or other modification of the Base Rental Payments whatsoever as a result of such deletion.

ARTICLE XI

MISCELLANEOUS

Section 11.01 Law Governing. THIS LEASE AGREEMENT SHALL BE GOVERNED EXCLUSIVELY BY THE PROVISIONS HEREOF AND BY THE LAWS OF THE STATE OF CALIFORNIA AS THE SAME FROM TIME TO TIME EXIST.

Section 11.02 Notices. All written notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications 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 parties in writing from time to time, namely:

If to the City:	City of Fontana 8353 Sierra Avenue Fontana, California 92335 Attention: City Manager
If to the Authority:	Fontana Public Facilities Financing Authority c/o City of Fontana 8353 Sierra Avenue Fontana, California 92335 Attention: Executive Director

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 personally served or delivered, upon delivery, (b) if given by electronic communication, whether by telex, telegram or telecopier, upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) 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, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

Section 11.03 Validity and Severability. If for any reason this Lease Agreement shall be held by a court of competent jurisdiction to be void, voidable or unenforceable by the Authority or by the City, or if for any reason it is held by such a court that any of the covenants and conditions of the

City hereunder, including the covenant to pay Rental Payments, is unenforceable for the full term hereof; then and in such event this Lease Agreement is and shall be deemed to be a Lease Agreement under which the Rental Payments are to be paid by the City annually in consideration of the right of the City to possess, occupy and use the Property, and all of the terms, provisions and conditions of this Lease Agreement, except to the extent that such terms, provisions and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect.

Section 11.04 Net-Net-Net Lease. This Lease Agreement shall be deemed and construed to be a "net-net-net lease" and the City hereby agrees that the Rental Payments shall be an absolute net return to the Authority, free and clear of any expenses, charges or set-offs whatsoever and notwithstanding any dispute between the City and the Authority.

Section 11.05 Taxes. The City shall pay or cause to be paid all taxes and assessments of any type or nature charged to the Authority or affecting the Property or the respective interests or estates therein; provided, however, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid during the term of this Lease Agreement as and when the same become due.

The City or any sublessee may, at the City's or such sublessee's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Authority or the Trustee shall notify the City or such sublessee that, in the opinion of independent counsel, by nonpayment of any such items, the interest of the Authority in the Property will be materially endangered or the Property, or any part thereof, will be subject to loss or forfeiture, in which event the City or such sublessee shall promptly pay such taxes, assessments or charges or provide the Authority with full security against any loss which may result from nonpayment, in form satisfactory to the Authority and the Trustee.

Section 11.06 Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease Agreement.

Section 11.07 Amendments.

(a) This Lease Agreement and the Ground Lease may be amended and the rights and obligations of the 2025 Insurer, the Authority and the City hereunder and thereunder may be amended at any time by an amendment hereto or thereto which shall become binding upon execution and delivery by the Authority and the City, but only with the prior written consent of the 2025 Insurer and the Owners of a majority of the principal amount of the Bonds then Outstanding pursuant to the Indenture, provided that no such amendment shall (i) extend the payment date of any Base Rental Payments, reduce the interest component or principal component of any Base Rental Payments or change the prepayment terms and provisions, without the prior written consent of the 2025 Insurer and the Owner of each Bond so affected, or (ii) reduce the percentage of the principal amount of the Bonds the consent of the Owners of which is required for the execution of any amendment of this Lease Agreement or the Ground Lease. For purposes of this Section, the 2025 Insurer shall be deemed to be the Owner of all Insured Series 2025A Bonds.

(b) This Lease Agreement and the Ground Lease and the rights and obligations of the Authority and the City hereunder and thereunder may also be amended at any time by an amendment hereto or thereto which shall become binding upon execution by the Authority and the City, without the written consents of any Owners or the 2025 Insurer, but only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the agreements, conditions, covenants and terms required by the Authority or the City to be observed or performed herein or therein other agreements, conditions, covenants and terms thereafter to be observed or performed by the Authority or the City, or to surrender any right or power reserved herein or therein to or conferred herein or therein on the Authority or the City, and which in either case shall not materially adversely affect the interests of the Owners, as evidenced by an Opinion of Bond Counsel;

(ii) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein or therein or in regard to questions arising hereunder or thereunder which the Authority or the City may deem desirable or necessary and not inconsistent herewith or therewith, and which shall not materially adversely affect the interests of the Owners, as evidenced by an Opinion of Bond Counsel;

(iii) to make such additions, deletions or modifications as may be necessary or appropriate to assure the exclusion from gross income for federal income tax purposes of the interest on the Bonds;

(iv) to provide for the substitution or release of a portion of the Property in accordance with the provisions of Sections 10.03 or 10.04 hereof;

(v) to provide for the issuance of Additional Bonds in accordance with Article III of the Indenture; or

(vi) to make such other changes herein or therein or modifications hereto or thereto as the Authority or the City may deem desirable or necessary, and which shall not materially adversely affect the interests of the Owners, as evidenced by an Opinion of Bond Counsel.

Section 11.08 Assignment. The City and the Authority hereby acknowledge the assignment of this Lease Agreement (except for the Authority's obligations and its rights to give consents or approvals hereunder), and the Base Rental Payments payable hereunder, to the Trustee pursuant to the Assignment Agreement. To the extent that this Lease Agreement confers upon or gives or grants the Trustee any right, remedy or claim under or by reason of this Lease Agreement, the Trustee is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 11.09 [2025 Insurer as Third Party Beneficiary. The 2025 Insurer is recognized as and shall be deemed to be a third party beneficiary of this Lease Agreement and may enforce the provisions of this Lease Agreement as if it were a party hereto.]

Section 11.10 [2025 Insurer as Owner of Insured Series 2025A Bonds. So long as the Policy is in effect and the 2025 Insurer is not in default in respect of its payment obligations thereunder, the 2025 Insurer shall be (i) deemed to be the sole and exclusive Owner of the Insured Series 2025A Bonds for purposes of all approvals, consents, waivers, institution of any action, and

the direction of all remedies and (ii) entitled to direct and control the enforcement of all remedies granted under this Lease Agreement on behalf of the Owners of Insured Series 2025A Bonds.]

Section 11.11 Execution. This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Lease Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Authority and the City have caused this Lease Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF FONTANA

By: _____
City Manager

ATTEST:

_____
City Clerk

FONTANA PUBLIC FACILITIES FINANCING AUTHORITY

By: _____
Executive Director

ATTEST:

_____
Secretary

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

[TO COME

EXHIBIT B

BASE RENTAL PAYMENT SCHEDULE

Base Rental Deposit Date (Third Business Day Prior to)	*Principal Component*	*Interest Component*	*Total Base Rental Payment*

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED [_], 2025

NEW ISSUE - FULL BOOK-ENTRY **S&P: "[AA-]"**
See "RATING" herein.

In the opinion of Stradling Yocca Carlson & Rauth LLP, Bond Counsel ("Bond Counsel"), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described in this Official Statement, interest (and original issue discount) on the Series 2025A Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the Series 2025A Bonds is exempt from State of California personal income tax. See the caption "TAX MATTERS" herein with respect to tax consequences relating to the Series 2025A Bonds, including with respect to the alternative minimum tax imposed on certain large corporations.

$138,635,000*
FONTANA PUBLIC FACILITIES FINANCING AUTHORITY
LEASE REVENUE BONDS, SERIES 2025A

Dated: Date of Delivery **Due: November 1, as shown on inside cover**

Authority for Issuance. The bonds captioned above (the "Series 2025A Bonds") are being issued by the Fontana Public Facilities Financing Authority (the "Authority") pursuant to the Marks-Roos Local Bond Pooling Act of 1985 and an Indenture dated as of October 1, 2025 (the "Indenture"), by and among the Authority, the City of Fontana (the "City"), and U.S. Bank Trust Company, National Association, as trustee (the "Trustee").

Purpose. The proceeds of the Series 2025A Bonds will be used to (i) refinance all of the outstanding Fontana Public Facilities Public Financing Authority Lease Revenue Refunding Bonds, Series 2014A, (ii) finance the acquisition, construction, and installation of certain public capital improvements in the City, and (iii) pay the costs of issuing the Series 2025A Bonds. See "FINANCING PLAN."

Security. Under the Indenture, the Series 2025A Bonds are secured by a pledge and first lien on base rental payments ("Base Rental Payments") to be made by the City for the lease of property under a Lease Agreement dated as of October 1, 2025, between the Authority, as lessor, and the City, as lessee, concerning the leaseback of certain real property, as described in this Official Statement. The Series 2025A Bonds are also secured by certain funds held under the Indenture. The City has covenanted under the Lease Agreement to make all scheduled Base Rental Payments, to include all such payments as a separate line item in its annual budgets, and to make all the necessary annual appropriations for such Base Rental Payments. The City's obligation to make Base Rental Payments is subject to abatement during any period in which, by reason of material damage to, or destruction or condemnation of, the Property, or any defects in title to the Property, there is substantial interference with the City's right to use and occupy any portion of the Property. No debt service reserve fund or account will be established by the Authority or the City in connection with the issuance of the Series 2025A Bonds. The Series 2025A Bonds are not subject to acceleration in the event of a payment default. See "SECURITY FOR THE SERIES 2025A BONDS" and "BOND OWNERS' RISKS – Abatement."

Bond Terms; Book-Entry Only. The Series 2025A Bonds will bear interest at the rates shown on the inside cover page, payable semiannually on May 1 and November 1 of each year, commencing on [May 1, 2026], and will be issued in fully-registered form without coupons in integral multiples of $5,000. The Series 2025A Bonds will be issued in book-entry only form, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchasers of the Series 2025A Bonds will not receive certificates representing their interests in the Series 2025A Bonds. Payments of the principal of, premium, if any, and interest on the Series 2025A Bonds will be made to DTC, which is obligated in turn to remit such principal, premium, if any, and interest to its DTC Participants for subsequent disbursement to the beneficial owners of the Series 2025A Bonds. See "THE SERIES 2025A BONDS − General Provisions."

Redemption. The Bonds are subject to optional, mandatory sinking fund and extraordinary redemption prior to maturity. See "THE SERIES 2025A BONDS – Redemption."

Bond Insurance. The Authority has applied for a municipal bond insurance policy guaranteeing the scheduled payment of principal of and interest on some or all of the maturities of the Series 2025A Bonds when due. The Authority will determine whether to purchase such policies in connection with the pricing of the Series 2025A Bonds.

The Series 2025A Bonds are special obligations of the Authority, payable solely from and secured by a pledge of the Base Rental Payments and other assets pledged therefor under the Indenture. Neither the faith and credit nor the taxing power of the Authority, the City or the State of California, or any political subdivision thereof, is pledged to the payment of the Series 2025A Bonds. The obligation of the City to pay Base Rental Payments does not constitute an indebtedness of the City, the State of California, or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction, and does not constitute an obligation for which the City or the State of California is obligated to levy or pledge any form of taxation or for which the City or the State of California has levied or pledged any form of taxation. The Authority has no power to tax.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR GENERAL REFERENCE ONLY. IT IS NOT A SUMMARY OF ALL THE PROVISIONS OF THE SERIES 2025A BONDS. PROSPECTIVE INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO MAKING AN INFORMED INVESTMENT DECISION.

The Series 2025A Bonds are offered when, as and if issued, subject to approval as to their legality by Stradling Yocca Carlson & Rauth LLP, Newport Beach, California, Bond Counsel. Certain legal matters will also be passed upon for the Authority and the City by Jones Hall LLP, San Francisco, California, as Disclosure Counsel. Certain legal matters will be passed upon for the Authority and the City by Best Best & Krieger LLP, as City Attorney. Certain legal matters will be passed on for the Underwriter by Kutak Rock LLP. It is anticipated that the Series 2025A Bonds will be delivered in book-entry form through the facilities of DTC on or about [October 2], 2025.

Ramirez & Co. Inc.

The date of this Official Statement is: _____, 2025

* Preliminary; subject to change.

$138,635,000*
FONTANA PUBLIC FACILITIES FINANCING AUTHORITY
LEASE REVENUE BONDS, SERIES 2025A

MATURITY SCHEDULE
(Base CUSIP:† _____)

$_____ Serial Bonds

Maturity Date (November 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP†

$_____ – _____% Term Bonds due November 1, 20__; Yield _____%; Price ____; CUSIP†: ___

$_____ – _____% Term Bonds due November 1, 20__; Yield _____%; Price ____; CUSIP†: ___

* Preliminary; subject to change.

C Priced to first optional redemption date of November 1, 20__, at par

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. Copyright© CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Authority, the Underwriter or their agents or counsel assume responsibility for the accuracy of such numbers.

[Insert location map from 2021 OS]

FONTANA PUBLIC FACILITIES FINANCING AUTHORITY

BOARD OF DIRECTORS

Acquanetta Warren, Authority Chair
Peter Garcia, Authority Vice-Chair
John Roberts, Authority Member
Jesus “Jesse” Sandoval, Authority Member
Phillip Cothran, Authority Member

Matthew Ballantyne, Executive Director
Germaine McClellan Key, City Clerk/Authority Secretary
Jessica Brown, City Treasurer

CITY OF FONTANA

CITY COUNCIL

Acquanetta Warren, Mayor
Peter Garcia, Mayor Pro Tem
John Roberts, Council Member
Jesus “Jesse” Sandoval, Council Member
Phillip Cothran, Authority Member

STAFF

Matthew Ballantyne, City Manager
Jessica Brown, Chief Financial Officer
Janet Koehler-Brooks, City Treasurer
Germaine McClellan Key, City Clerk
Best Best & Krieger LLP, City Attorney

PROFESSIONAL SERVICES

BOND COUNSEL
Stradling Yocca Carlson & Rauth LLP,
Newport Beach, California

DISCLOSURE COUNSEL
Jones Hall LLP
San Francisco, California

MUNICIPAL ADVISOR
CSG Advisors Incorporated
San Francisco, California

TRUSTEE AND ESCROW BANK
U.S. Bank Trust Company, National Association
Los Angeles, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Series 2025A Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract between any bond owner and the Authority, the City or the Underwriter.

No Offering Except by This Official Statement. No dealer, broker, salesperson or other person has been authorized by the Authority, the City or the Underwriter to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representation must not be relied upon as having been authorized by the Authority, the City or the Underwriter.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Series 2025A Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Preparation of Official Statement. The information set forth in this Official Statement has been furnished by the Authority, the City and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the Authority in any press release and in any oral statement made with the approval of an authorized officer of the City or the Authority or any other entity described or referenced herein, the words or phrases "will likely result," "are expected to", "will continue", "is anticipated", "estimate", "project", "forecast", "expect", "intend" and similar expressions identify "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the Authority, the City or any other entity described or referenced herein since the date hereof.

Stabilization of Prices. In connection with this offering, the Underwriter may overallot or effect transactions which stabilize or maintain the market price of the Series 2025A Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Underwriter may offer and sell the Series 2025A Bonds to certain securities dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

Document Summaries. All summaries of the Indenture or other documents referred to in this Official Statement are made subject to the provisions of such documents and qualified in their entirety to reference to such documents, and do not purport to be complete statements of any or all of such provisions.

No Securities Laws Registration. The Series 2025A Bonds have not been registered under the Securities Act of 1933, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Series 2025A Bonds have not been registered or qualified under the securities laws of any state.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Series 2025A Bonds will, under any circumstances, give rise to any implication that there has been no change in the affairs of the Authority, the City, the other parties described in this Official Statement, or the condition of the property within the City since the date of this Official Statement.

Website. The City maintains a website. However, the information presented on the website is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series 2025A Bonds.

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OFFICIAL STATEMENT

$[_]*
FONTANA PUBLIC FACILITIES FINANCING AUTHORITY
LEASE REVENUE BONDS, SERIES 2025A

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, inside cover page and attached appendices, is to set forth certain information concerning the sale and delivery of the bonds captioned above (the "**Series 2025A Bonds**") by the Fontana Public Facilities Financing Authority (the "**Authority**"). All capitalized terms used in this Official Statement, unless noted otherwise, have the meanings set forth in the Indenture (as defined below).

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2025A Bonds to potential investors is made only by means of the entire Official Statement.

General

The Authority will issue the Series 2025A Bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985, commencing with Section 6584 of the California Government Code (the "**Act**"), and an Indenture (the "**Indenture**") dated as October 1, 2025, by and among the Authority, the City of Fontana (the "**City**") and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**"). Capitalized terms not defined elsewhere in this Official Statement have the meanings assigned to such terms in Appendix B – "SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS."

The Series 2025A Bonds are being issued in fully registered book-entry only form, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("**DTC**"). Purchasers will not receive certificates representing their interest in the Series 2025A Bonds. Individual purchases will be in integral multiples of $5,000. Principal of and interest on the Series 2025A Bonds will be paid by the Trustee to DTC for subsequent disbursement to DTC Participants who are obligated to remit such payments to the beneficial owners of the Series 2025A Bonds. See the caption "THE SERIES 2025A BONDS – Book-Entry Only System."

The Series 2025A Bonds are subject to optional, mandatory sinking fund and extraordinary redemption prior to maturity as described in this Official Statement. See the caption "THE SERIES 2025A BONDS – Redemption."

* Preliminary; subject to change.

The Series 2025A Bonds are being issued to provide funds to: (i) refinance all of the outstanding Fontana Public Facilities Public Financing Authority Lease Revenue Refunding Bonds, Series 2014A (the "**2014 Bonds**"), which are outstanding in the aggregate principal amount of $24,375,000; (ii) finance the acquisition, construction, and installation of certain public capital improvements in the City, including capital improvements located in the City including demolition and reconstruction of the City Hall building, construction of a new parking garage, and other capital improvements including pavement rehabilitation, underground utility infrastructure, and park improvements (the "**2025 Project**") and (ii) to pay the costs of issuing the Series 2025A Bonds. See "FINANCING PLAN."

Security for the Series 2025A Bonds; Base Rental Payments

Under the Indenture, the Series 2025A Bonds are secured by a pledge and first lien on base rental payments (the "**Base Rental Payments**") to be made by the City for the right to use certain real property and improvements (the "**Property**") pursuant to a Lease Agreement dated as of October 1, 2025 (the "**Lease Agreement**"), between the City, as lessee, and the Authority, as lessor.

Pursuant to a Ground Lease, dated as of October 1, 2025 (the "**Ground Lease**"), the City will lease the Property to the Authority. The Authority will sublease the Property to the City under the Lease Agreement. The Lease Agreement obligates the City to make Base Rental Payments to the Authority.

The Trustee and the Authority will enter into an Assignment Agreement, dated as of October 1, 2025 (the "**Assignment Agreement**"), pursuant to which the Authority will assign to the Trustee for the benefit of the Bond Owners substantially all of the Authority's right, title and interest in and to the Ground Lease and the Lease Agreement, including its right to receive the Base Rental Payments due under the Lease Agreement and to enforce any remedies in the event of a default by the City.

The City covenants under the Lease Agreement to take such action as may be necessary to include all Rental Payments, which are comprised of Base Rental Payments and Additional Rental Payments (which include taxes and assessments affecting the Property, administrative costs of the Authority relating to the Property, fees and expenses of the Trustee and other amounts payable under the Lease Agreement), due under the Lease Agreement as a separate line item in its annual budgets and to make the necessary annual appropriations therefor, subject to abatement as described in this Official Statement.

Base Rental Payments are subject to complete or partial abatement in the event and to the extent that there is substantial interference with the City's right to use and occupy the Property or any portion thereof. See "SECURITY FOR THE SERIES 2025A BONDS – Abatement" and "BOND OWNERS' RISKS – Abatement." Abatement of Base Rental Payments under the Lease Agreement, to the extent payment is not made from alternative sources as set forth below, would result in all Bond Owners receiving less than the full amount of principal of and interest on the Series 2025A Bonds. To the extent that moneys in any of the funds and accounts established under the Indenture or proceeds of insurance are available, Base Rental Payments (or a portion thereof) may be made during periods of abatement.

No Reserve Fund

The Authority will not establish a debt service reserve fund for the Series 2025A Bonds.

Application for Bond Insurance

The Authority has applied for a municipal bond insurance policy guaranteeing the scheduled payment of principal of and interest on some or all of the maturities of the Series 2025A Bonds when due. The Authority will determine whether to purchase such policies in connection with the pricing of the Series 2025A Bonds. Should the Authority select a provider for such policies, then the Authority will include a summary of the terms of such policies in the final Official Statement.

Limited Obligation

THE SERIES 2025A BONDS ARE SPECIAL OBLIGATIONS OF THE AUTHORITY, PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF THE BASE RENTAL PAYMENTS AND OTHER ASSETS PLEDGED THEREFOR UNDER THE INDENTURE. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE AUTHORITY, THE CITY OR THE STATE OF CALIFORNIA, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE SERIES 2025A BONDS.

THE OBLIGATION OF THE CITY TO PAY BASE RENTAL PAYMENTS DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY, THE STATE OF CALIFORNIA, OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION, AND DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH THE CITY OR THE STATE OF CALIFORNIA IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY OR THE STATE OF CALIFORNIA HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE AUTHORITY HAS NO POWER TO TAX.

Additional Bonds; Other Obligations

Under the Lease Agreement, the Authority may issue additional bonds (the "**Additional Bonds**") payable from Base Rental Payments on a parity basis with the Series 2025A Bonds. The Series 2025A Bonds and any Additional Bonds are collectively referred to in this Official Statement as the "**Bonds**." See the caption "SECURITY FOR THE SERIES 2025A BONDS – Additional Bonds." The Lease Agreement does not limit the City's right to incur additional obligations payable from its General Fund. The City has existing obligations payable from its General Fund. See "CITY FINANCIAL INFORMATION – Long-Term General Fund Obligations" for a description of such obligations.

The Authority

The Authority is a joint exercise of powers authority organized and existing pursuant to the Act and a Joint Exercise of Powers Agreement, dated as of September 1, 2014. Its members are the City and the Fontana Fire Protection District (the "**Fire Protection District**"). See "THE AUTHORITY."

The City; The Fire Protection District

The City was incorporated on June 25, 1952 under the General Laws of the State of California (the "**State**") in the County of San Bernardino (the "**County**"). The City is located approximately 50 miles east of Los Angeles, and approximately 10 miles west of the cities of Riverside and San Bernardino and encompasses approximately 42.4 square miles. The City currently has an estimated population of approximately 219,172 persons.

The Fire Protection District serves the City and its sphere of influence. It was created effective July 1, 2008 to provide fire suppression, emergency medical, fire prevention and education services within the City limits and unincorporated area within the City's sphere of influence. The members of the City Council serve as the governing board of the Fire Protection District. All obligations of the Authority under the Indenture are special obligations of the Authority, payable solely from Rental Payments and the other assets pledged under the Indenture, as described herein. The Fire Protection District is not contractually obligated to make any such payments nor are any of its assets pledged as security for the Series 2025A Bonds under the Indenture. However, the City expects that the Fire Protection District will reimburse the City for Rental Payments on an annual basis. See "SECURITY FOR THE SERIES 2025A BONDS."

Professionals Involved in the Offering

CSG Advisors Incorporated, San Francisco, California, has acted as municipal advisor to the Authority and the City (the "**Municipal Advisor**"). U.S. Bank Trust Company, National Association, Los Angeles, California, will act as Trustee with respect to the Series 2025A Bonds and as Escrow Bank with respect to the 2014 Bonds and as Escrow Bank with respect to the 2014 Bonds. Samuel A. Ramirez & Co., Inc, (the "**Underwriter**"), is underwriting the Series 2025A Bonds.

All proceedings in connection with the issuance of the Series 2025A Bonds are subject to the approval of Stradling Yocca Carlson & Rauth LLP, Newport Beach, California, as Bond Counsel. Certain legal matters will be passed upon for the Authority and the City by Best Best & Krieger LLP, Riverside, California, in its capacity as City Attorney, and by Jones Hall LLP, San Francisco, California, as Disclosure Counsel. Certain legal matters will be passed upon for the Underwriter by Kutak Rock LLP, as Underwriter's Counsel. *Payment of the fees and expenses of Bond Counsel, Disclosure Counsel, the Municipal Advisor and Underwriter's Counsel is contingent upon the sale and delivery of the Series 2025A Bonds.*

Forward-Looking Statements

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements." Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Although such expectations reflected in such forward-looking statements are reasonable, there can be no assurance that such expectations will prove to be correct. The City is not obligated to issue any updates or revisions to the forward-looking statements if, or when, its expectations, or events, conditions or circumstances on which such statements are based change.

Risk Factors

Certain events could affect the ability of the City to make the Base Rental Payments when due. See the caption "BOND OWNERS' RISKS" for a discussion of certain factors that should be considered, in addition to other matters that are set forth in this Official Statement, in evaluating an investment in the Series 2025A Bonds.

Summaries Not Definitive

The summaries of and references to documents, statutes, reports and other instruments in this Official Statement do not purport to be complete, comprehensive or definitive, and each such summary and reference is qualified in its entirety by the complete document, statute, report or instrument. Copies of the documents described in this Official Statement will be available at the office of the Chief Financial Officer, City of Fontana, 8353 Sierra Avenue, Fontana, California 92335.

FINANCING PLAN

Refinancing of 2014 Bonds

The Authority issued the 2014 Bonds, which are currently outstanding in the aggregate principal amount of $24,375,000, pursuant to an Indenture of Trust, dated as of October 1, 2014 (the "**2014 Indenture**"), by and between the Authority and U.S. Bank National Association, as trustee (the "**2014 Trustee**"). The 2014 Bonds are payable from lease payments made under a Lease Agreement, dated as of October 1, 2014 (the "**2014 Lease**"), by and between the City and the Authority. The City plans to apply a portion of the proceeds of the Series 2025A Bonds to refund all of the outstanding 2014 Bonds on or about [November 3], 2025 (the "**Redemption Date**") at a redemption price equal to the outstanding principal amount of the 2014 Bonds, plus accrued interest to such date, without premium.

2014 Bonds to be Refunded

Maturity Date (September 1)	*Amount Refunded*	*Interest Rate*	*CUSIP*[*]
2026	$1,555,000	5.000%	34461BAM8
2027	1,630,000	5.000	34461BAN6
2028	1,000,000	3.875	34461BAP1
2028	715,000	5.000	34461BAU0
2029	1,790,000	5.000	34461BAQ9
2032	5,915,000	5.000	34461BAT3
2037	11,770,000	4.000	34461BAV8

[*] CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services (CGS), which is managed on behalf of the American Bankers Association by FactSet Research Systems, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP numbers have been assigned by an independent company not affiliated with the Authority or the City and are included solely for the convenience of the registered owners of the applicable 2014 Bonds. None of the City, the Authority, Bond Counsel, Disclosure Counsel, the Underwriter or the

Under an Escrow Agreement (2014 Bonds), dated as of October 1, 2025 (the "**2014 Escrow Agreement**"), by and among the City, the Authority and the U.S. Bank National Association, as escrow bank (the "**Escrow Bank**") and as 2014 Trustee, the City will deliver a portion of the proceeds of the Series 2025A Bonds to the Escrow Bank for deposit in the escrow fund established under the 2014 Escrow Agreement (the "**2014 Escrow Fund**"). The Escrow Bank will invest amounts so deposited in the 2014 Escrow Fund in Federal Securities as set out in the 2014 Escrow Agreement. From the moneys on deposit in the 2014 Escrow Fund, the Escrow Bank will pay on the Redemption Date the principal of the outstanding 2014 Bonds, plus interest accrued to such date, without premium. The moneys delivered to the Escrow Bank to redeem the 2014 Bonds are pledged solely to the redemption of such 2014 Bonds. Neither such moneys nor any related interest will be available for the payments of principal of and interest on the Series 2025A Bonds.

The 2025 Project

The 2025 Project consists of the acquisition, construction, and installation of certain public capital improvements in the City, including demolition and reconstruction of the City Hall building, construction of a new parking garage, and other capital improvements including pavement rehabilitation, underground utility infrastructure, and park improvements.

The existing City Hall building is being demolished and will be replaced with a two-story structure consisting of approximately 42,000 square feet of office and related spaces. The new building will include administrative and executive offices, meeting rooms, public services areas, and the City Council Chambers, as well as 42 parking spaces within a secured employee only parking garage. Construction of the new City Hall is projected to begin in January 2026 and be completed by December 2027. The new parking garage will be located downtown and will have over 300 parking spaces.

The expected cost of the 2025 Project is approximately $120 million, with any additional costs to be paid from currently available City funds.

Estimated Sources and Uses of Funds

The estimated sources and uses of funds relating to the Series 2025A Bonds are as follows:

Sources:	**Amount**
Principal	$
Plus: Available Funds Relating to 2014 Bonds	
Less: Underwriter's Discount	
TOTAL SOURCES	$
Uses:	
Deposit to 2014 Escrow Fund [(1)]	$
Project Fund [(2)]	$
Costs of Issuance [(3)]	

Municipal Advisor are responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the applicable 2014 Bonds or as included herein.

TOTAL USES	$

(1) To be used to refinance the outstanding 2014 Bonds pursuant to the terms of the 2014 Escrow Agreement. See "FINANCING PLAN – Refinancing of 2014 Bonds."
(2) To be used to finance the 2025 Project. See "FINANCING PLAN – The 2025 Project."
(3) Includes, among other things, the fees and expenses of Bond Counsel, Disclosure Counsel, the Trustee, Escrow Bank, the Municipal Advisor, rating agency fees, and printing the preliminary and final Official Statements.

DEBT SERVICE SCHEDULE

Set forth below is a schedule of annual debt service on the Series 2025A Bonds, assuming no optional or extraordinary prepayments.

Year Ending November 1	Principal	Interest	Total Debt Service

Base Rental Payments will be made by the City under the Lease Agreement for the use and occupancy of the Property. The Property will initially consist of five components: (i) the Lewis Library and Technology Center located adjacent to City Hall (the "**Library Component**"), (ii) the City Hall/Development Services Building (the "**City Hall/DSB Component**", (iii) the parking structure adjacent to City Hall on Arrow Boulevard (the "**Parking Structure No. 1 Component**"), (iv) the Fire District Administration Building (the "**Fire District Administration Component**") and (v) Fontana Park (the "**Fontana Park Component**").

Library Component. The Library Component is a two-story, 93,000-square- foot building completed in April 2008, and is the largest branch in the San Bernardino County Library system. It includes a 330-seat auditorium, a coffee bar and bookstore. The facility has received a "silver" LEED rating from the U.S. Green Building Council. The City received an approximately $14.9 million grant from the State of California in connection with development of the Library Component (the "State Grant"). The City has also entered into a Joint Use Cooperative Agreement, dated as of December 1, 2003 (the "Joint Use Agreement"), with the County of San Bernardino and the Fontana Unified School District, pursuant to which the parties have agreed to operate the Library Component as a public library for a period of 20 years. While the Joint Use Agreement does not prohibit the lease of the Library Component pursuant to the Lease Agreement, in the event the Library Component was not operated as a public library facility at some point in the future the City could be obligated to repay a portion of the State Grant and be subject to other liabilities with respect to the Joint Use Agreement or the State Grant. As described under "– Substitution or Release of the Property" below, the City may provide for the release of the Library Component following the completion of improvements at the City Hall/DSB Component.

City Hall/DSB Component. The City Hall/DSB Component is located on two contiguous parcels encompassing 4.20 acres of land and includes the City administrative building (City Hall), built in 1961 which is located on both of the contiguous parcels. The site also includes the Development Services Building, which is approximately 27,050 square feet and completed in 2007. As described under "FINANCING PLAN--The 2025 Project", the existing City Hall building is being demolished and will be fully rebuilt. Until the completion of the 2025 Project, the City Hall/DSB Component will be treated as having $0 value for purposes of determining the property values of the Property for purposes of the Lease Agreement.

Parking Structure No. 1 Component. The Parking Structure No. 1 Component is located at 16948 Arrow Boulevard. Construction began in March of 2024 and was completed in July of 2025 and includes 323 parking spaces. Parking Structure No. 1 is expected to serve the expansion of the downtown entertainment revitalization project.

Fire District Administration Component. The Fire District Administration Component is located at 17001 Upland Avenue. Construction began in February 2024 and was completed in August of 2025. The property consists of a 27,000 square foot administrative office building with offices constructed on the second level and parking for 38 vehicles in an open garage on the first level. The building will house the Fontana Fire Protection District, as well as the City's Human Resources, Community Services, and Code Compliance departments. The City may sublease the Fire District Administration Building Component or any portion thereof to the Fontana Fire Protection District, so long as the City remains fully liable for all obligations under the Lease Agreement and the sublease is subordinate in all respects to the rights of the Authority and the Trustee under the Lease Agreement.

Fontana Park Component. The Fontana Park Component is a 33-acre park generally located northeast of Summit Avenue and Lytle Creek Road in north Fontana. The Fontana Park

Component features the Jessie Turner Community Center, an approximately 43,000 square foot community services building that includes various sized multi-purpose rooms for public gatherings and events, a 5,000 square foot banquet room and commercial catering kitchen, aerobics / dance studios, supporting staff offices, as well as a fully apportioned health and fitness center. In addition to the Jessie Turner Community Center, the Fontana Park Component includes the Fontana Aquatics Center, which features an event building and amphitheater, an Olympic size pool, a children's pool, and water slides. The Fontana Park Component also includes a STEAM inspired playground, a dog park, a covered hockey arena, and a 2-acre skate park along with more than 15 acres of open space as well as more than 5 acres of parking. The improvements at the Fontana Park Component were completed by the City from _____ to _____. The Fontana Park Component will have an earlier Termination Date than the other components, in line with declining debt service obligations.

See "APPENDIX B – SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS."

Under the Lease Agreement, remedies available to the Authority and the Trustee to collect amounts due from the City do not include the right to accelerate the Base Rental Payments or otherwise declare any Base Rental Payments not then in default to be immediately due and payable. See "SECURITY FOR THE SERIES 2025A BONDS – Default; Remedies" below and "BOND OWNERS' RISKS – Limitation on Remedies."

Modification of Property

General. Under the Lease Agreement, subject to covenant relating to liens in the Lease Agreement as described in the subcaption "– *Covenant Regarding Liens"* below, the City and any sublessee, at its own expense, or with the proceeds of Additional Bonds, have the right to make additions, modifications, and improvements to any portion of the Property if such improvements are necessary or beneficial for the use of such portion of the Property. All such additions, modifications and improvements shall thereafter comprise part of the Property and be subject to the provisions of the Lease Agreement. Such additions, modifications and improvements shall not in any way cause an abatement of Rental Payments with respect to the Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the State tax-exempt status or the exclusion from gross income for federal income tax purposes of the interest on the Bonds and Additional Bonds (to the extent such Additional Bonds were issued as tax exempt Bonds); and the Property, upon completion of any additions, modifications and improvements made pursuant to the Lease Agreement, shall have an annual fair rental value which is not less than the annual Rental Payments.

Subject to covenant relating to liens in the Lease Agreement as described in the subcaption "– *Covenant Regarding Liens"* below, the City and any sublessee, at its own expense, or with the proceeds of Additional Bonds, have the right to make replacements, redevelopment or renovation of all or a portion of the Property if the following conditions precedent are satisfied:

(i) The City receives an opinion of Bond Counsel, a copy of which the City shall furnish to the Authority and the Trustee, that (1) such replacement does not adversely affect the federal income tax exclusion or the State tax-exempt status of the interest on the Bonds and Additional Bonds (to the extent such Additional Bonds were issued as tax exempt Bonds), and (2) the Lease Agreement will remain the legal, valid, binding and enforceable obligation of the City;

(ii) In the event such replacement, redevelopment or renovation would result in the temporary abatement of Rental Payments as provided in the Lease Agreement the City shall have notified any rating agency then providing a rating on the Bonds and shall deposit moneys with the Trustee in advance for payment of Rental Payments from the proceeds of Additional Bonds or from special funds of the City or other moneys, the application of which would not, in the opinion of Bond Counsel (a copy of which shall have been delivered to the Trustee), result in such Rental Payments constituting indebtedness of the City in contravention of the Constitution and laws of the State; and

(iii) The City shall certify to the Trustee that it has sufficient funds to complete such replacement, redevelopment or renovation.

Covenant Regarding Liens. In the event the City shall at any time during the term of the Lease Agreement cause any changes, alterations, additions, improvements, or other work to be done or performed or materials to be supplied, in or upon the Property, the City shall pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or for the City in, upon or about the Property and which may be secured by a mechanics', materialmen's or other lien against the Property or the Authority's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that, if the City desires to contest any such lien, it may do so as long as such contestment is in good faith. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, the City shall forthwith pay and discharge said judgment.

Substitution or Release of the Property

Under the Lease Agreement, the City has the right to substitute alternate real property for any portion of the Property or to release a portion of the Property from the Lease Agreement. All costs and expenses incurred in connection with such substitution or release shall be borne by the City. Notwithstanding any substitution or release of Property, there shall be no reduction in or abatement of the Base Rental Payments due from the City under the Lease Agreement as a result of such substitution or release. Any such substitution or release of any portion of the Property shall be subject to the following conditions precedent:

- the City shall have found (as set forth in a certificate delivered by the City to the Trustee) that the Property, as constituted after such substitution or release, (i) has an annual fair rental value at least equal to the maximum Base Rental Payments payable by the City in any Rental Period, and (ii) has a useful life in excess of the final maturity of any Outstanding Bonds;

- the City shall have obtained or caused to be obtained a CLTA or ALTA title insurance policy or policies with respect to any substituted property in the amount at least equal to the aggregate principal amount of any Outstanding Bonds of the type and with the endorsements described in the Lease Agreement;

- the City shall have provided the Trustee with an Opinion of Counsel to the effect that such substitution or release will not, in and of itself, cause the interest on the Bonds to be included in gross income for federal income tax purposes;

- the City, the Authority and the Trustee shall have executed, and the City shall have caused to be recorded with the San Bernardino County Recorder, any document necessary to reconvey to the City the portion of the Property being released and to include any substituted real property in the description of the Property contained in the Lease Agreement and in the Ground Lease;

- the City shall have provided notice of such substitution to each rating agency then rating the Bonds;

- no Event of Default (within the meaning of the Lease Agreement) has occurred and is continuing;

- the City will give, or cause to be given, any notice of the occurrence of such substitution required to be given pursuant to the Continuing Disclosure Certificate;

- the City will certify to the Trustee that the City has a current need for the substituted real property;

- the City shall certify to the Trustee that any substitution shall not cause the City to violate any of its covenants, representations and warranties made in the Lease Agreement; and

- [the 2025 Insurer shall have consented in writing to such substitution or release.]

Without regard to the requirements described above, the Authority may provide for release and deletion of the Library Component of the Property from the Property, provided that the City shall satisfy each of the conditions below prior to such release:

- The City shall file with the Authority and the Trustee a copy of a Lease Supplement which deletes the Library Component from the Lease Agreement (and, at the election of the City, from the Ground Lease); and

- The City shall have delivered the certificate to the Trustee confirming that the construction of the new City Hall has been completed substantially in conformity with the plans and specifications for such project; and

- no event of default (as described in the Lease Agreement) has occurred and is continuing.

See “APPENDIX B – SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS.”

THE SERIES 2025A BONDS

General

The Series 2025A Bonds will be issued in fully registered form without coupons in denominations of integral multiples of $5,000. The Series 2025A Bonds will be dated as of and bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) from the dated date thereof at the rates set forth on the inside cover page. Interest on the Series 2025A Bonds will be paid semiannually on [May 1, 2026] and each November 1 and May 1 thereafter (each, an "**Interest Payment Date**").

Interest on the Series 2025A Bonds will be payable from the Interest Payment Date next preceding the date of authentication thereof unless (i) a Series 2025A Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it shall bear interest from such Interest Payment Date, (ii) a Series 2025A Bond is authenticated on or before the first Record Date, in which event interest thereon will be payable from the dated date thereof, or (iii) interest on any Series 2025A Bond is in default as of the date of authentication thereof, in which event interest thereon will be payable from the date to which interest has been paid in full, payable on each Interest Payment Date. Interest will be paid in lawful money of the United States on each Interest Payment Date to the Persons in whose names the ownership of the Series 2025A Bonds is registered on the Registration Books at the close of business on the immediately preceding Record Date, except as provided below. Except when the Series 2025A Bonds are held in book-entry form, interest shall be paid by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Series 2025A Bond Owners at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date.

The principal and premium, if any, of the Series 2025A Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof upon maturity or earlier redemption at the Office of the Trustee.

Registration, Transfers and Exchanges

The Series 2025A Bonds will be issued as fully registered bonds, registered in the name of Cede & Co. as nominee of DTC, and will be available to actual purchasers of the Series 2025A Bonds (the "**Beneficial Owners**") in the denominations set forth above, under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants (as defined in Appendix F) as described in this Official Statement. Beneficial Owners will not be entitled to receive physical delivery of the Series 2025A Bonds. See "– Book-Entry Only System" below.

Redemption*

Optional Redemption. The Series 2025A Bonds maturing on or after November 1, 20__, shall be subject to optional redemption, in whole or in part, on any date on or after November 1, 20__, in Authorized Denominations, from and to the extent of prepaid Base Rental Payments paid

* Preliminary; subject to change.

pursuant to the Lease Agreement, at a Redemption Price equal to the principal amount of the Series 2025A Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

Extraordinary Redemption from Condemnation Award or Insurance Proceeds. The Series 2025A Bonds shall be subject to redemption, in whole or in part, on any date, in Authorized Denominations, from and to the extent of any Net Insurance Proceeds received with respect to all or a portion of the Property, deposited by the Trustee in the Redemption Fund, at a Redemption Price equal to the principal amount of the Series 2025A Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

Sinking Fund Redemption. The Series 2025A Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on each November 1 on and after November 1, 20__, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Sinking Fund Redemption Date (November 1)	***Principal Amount To Be Redeemed***
	$_____
(maturity)	

The Series 2025A Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on each November 1 on and after November 1, 20__, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Sinking Fund Redemption Date (November 1)	***Principal Amount To Be Redeemed***
	$_____
(maturity)	

Selection of Bonds for Redemption. Whenever provision is made in the Indenture for the redemption of less than all of the Bonds, the Trustee shall select the Bonds to be redeemed from all Bonds not previously called for redemption (a) with respect to any optional redemption of Bonds of a Series, among maturities of Bonds of such Series as directed in a Written Request of the Authority, (b) with respect to any redemption pursuant to the Indenture and the corresponding provision of any Supplemental Indenture pursuant to which Additional Bonds are issued, among maturities of all Series of Bonds on a pro rata basis as nearly as practicable, and (c) with respect to any other redemption of Additional Bonds, among maturities as provided in the Supplemental Indenture pursuant to which such Additional Bonds are issued, and by lot among Bonds of the same Series with the same maturity in any manner which the Trustee in its sole discretion shall deem appropriate and fair. For purposes of such selection, all Bonds shall be deemed to be comprised of separate $5,000 denominations and such separate denominations shall be treated as separate Bonds which may be separately redeemed.

Notice of Redemption. The Trustee on behalf and at the expense of the Authority shall mail (by first class mail) notice of any redemption to the respective Owners of any Bonds

designated for redemption at their respective addresses appearing on the Registration Books, to the Securities Depositories and to one or more Information Services, at least 20 but not more than 60 days prior to the date fixed for redemption. Such notice shall state the date of the notice, the redemption date, the redemption place and the Redemption Price and shall designate the CUSIP numbers, the Bond numbers and the maturity or maturities (except in the event of redemption of all of the Bonds of such maturity or maturities in whole) of the Bonds to be redeemed, and shall require that such Bonds be then surrendered at the Office of the Trustee for redemption at the Redemption Price, giving notice also that further interest on such Bonds will not accrue from and after the date fixed for redemption. Such notice may state that such redemption is conditioned upon sufficient funds being on deposit on the redemption date to redeem the Bonds so called for redemption. Such notice of redemption may also state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed therein or on the Bonds. Neither the failure to receive any notice so mailed, nor any defect in such notice, shall affect the validity of the proceedings for the redemption of the Bonds or the cessation of accrual of interest thereon from and after the date fixed for redemption.

Partial Redemption of Bonds. Upon surrender of any Bonds redeemed in part only, the Authority shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Authority, a new Bond or Bonds of the same Series in authorized denominations equal in aggregate principal amount representing the unredeemed portion of the Bonds surrendered.

Effect of Redemption. Notice having been mailed as described above, and moneys for the Redemption Price, and the interest to the applicable date fixed for redemption, having been set aside in the Redemption Fund, the Bonds shall become due and payable on said date, and, upon presentation and surrender thereof at the Office of the Trustee, said Bonds shall be paid at the Redemption Price thereof, together with interest accrued and unpaid to said date.

If, on said date fixed for redemption, moneys for the Redemption Price of all the Bonds to be redeemed, together with interest to said date, shall be held by the Trustee so as to be available therefor on such date, and, if notice of redemption thereof shall have been mailed as aforesaid and not canceled, then, from and after said date, interest on said Bonds shall cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed without liability to such Owners for interest thereon.

Book-Entry Only System

The Series 2025A Bonds are registered in the name of Cede & Co., as nominee of DTC. DTC will act as securities depository for the Series 2025A Bonds. Ownership interests in the Series 2025A Bonds may be purchased in book-entry form only. So long as DTC, or Cede & Co. as its nominee, is the registered owner of all Series 2025A Bonds, all payments on the Series 2025A Bonds will be made directly to DTC, and disbursement of such payments to the DTC Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of the Participants, as more fully described in Appendix F.

As long as Cede & Co. is the registered owner of the Series 2025A Bonds, references herein to the Owners of the Series 2025A Bonds will refer to Cede & Co. and not to the Beneficial Owners. Neither the Authority nor the City gives any assurance that DTC, DTC Participants nor others will distribute payments with respect to the Series 2025A Bonds nor notices concerning

the Series 2025A Bonds to the Beneficial Owners or that DTC will otherwise serve and act in the manner described in this Official Statement. See Appendix F for a further description of DTC and its book-entry system. The information presented therein is based solely on information provided by DTC.

See "APPENDIX F – DTC AND THE BOOK-ENTRY ONLY SYSTEM" for further information regarding DTC and the book-entry system.

SECURITY FOR THE SERIES 2025A BONDS

Pledge of Base Rental Payments

The Series 2025A Bonds are payable from and secured by the Base Rental Payments and certain amounts on deposit in the funds and accounts established under the Indenture. Base Rental Payments will be paid by the City from any and all legally available funds.

The Authority, pursuant to the Assignment Agreement, has assigned to the Trustee for the benefit of the Series 2025A Bond Owners all of the Authority's right, title and interest in and to the Ground Lease and the Lease Agreement, including, without limitation, its right to receive the Base Rental Payments to be paid by the City under and pursuant to the Lease Agreement; provided that the Authority will retain the rights to indemnification and to payment of reimbursement of its reasonable costs and expenses under the Lease Agreement. The City will pay Base Rental Payments directly to the Trustee, as assignee of the Authority. See the caption "– Base Rental Payments."

Pursuant to the Indenture, the Authority may issue Additional Bonds payable from the Base Rental Payments on parity with the Series 2025A Bonds. See the caption "– Additional Bonds."

Subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein, all of the Base Rental Payments and any other amounts (including proceeds of the sale of the Bonds) held in the Base Rental Payment Fund, the Interest Fund, the Principal Fund and the Redemption Fund are pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds in accordance with their terms, the provisions of the Indenture and the Act. Said pledge constitutes a first lien on such assets.

All obligations of the Authority under the Indenture are special obligations of the Authority, payable solely from Rental Payments and the other assets pledged under the Indenture; provided, however, that all obligations of the Authority under the Bonds are special obligations of the Authority, payable solely from Base Rental Payments and the other assets pledged under the Indenture. Neither the faith and credit nor the taxing power of the Authority, the City or the State of California, or any political subdivision thereof, is pledged to the payment of the Bonds.

Additional Bonds

The Authority may at any time issue one or more Series of Additional Bonds (in addition to the Series 2025A Bonds) payable from Base Rental Payments on a parity with all other Bonds issued under the Indenture, but only subject to the following conditions precedent:

(a) The issuance of such Additional Bonds shall have been authorized under and pursuant to the Indenture and shall have been provided for by a Supplemental Indenture which shall specify the following: (1) the application of the proceeds of the sale of such Additional Bonds; (2) the principal amount and designation of such Series of Additional Bonds and the denomination or denominations of the Additional Bonds; (3) the date, the maturity date or dates, the interest payment dates and the dates on which mandatory sinking fund redemptions, if any, are to be made for such Additional Bonds; provided, however, that (i) the serial Bonds of such Series of Additional Bonds shall be payable as to principal annually on November 1 of each year in which principal falls due, and the term Bonds of such Series of Additional Bonds shall have annual mandatory sinking fund redemptions on November 1, (ii) the Additional Bonds shall be payable as to interest semiannually on May 1 and November 1 of each year, except that the first installment of interest may be payable on either May 1 or November 1 and shall be for a period of not longer than twelve months and the interest shall be payable thereafter semiannually on May 1 and November 1, (iii) all Additional Bonds of a Series of like maturity shall be identical in all respects, except as to number or denomination (except that Additional Bonds of a Series and like maturity may have different interest rates), and (iv) serial maturities of serial Bonds or mandatory sinking fund redemptions for term Bonds, or any combination thereof, shall be established to provide for the redemption or payment of such Additional Bonds on or before their respective maturity dates; (4) the redemption premiums and terms, if any, for such Additional Bonds; (5) the form of such Additional Bonds; and (6) if a reserve fund is to be established and maintained for such Series of Additional Bonds, the applicable reserve requirement and the amount, if any, to be deposited from the proceeds of sale of such Additional Bonds in such reserve fund to be held as separate security for such Series of Additional Bonds; (7) designate accounts in the Interest Fund, the Principal Fund, the Redemption Fund, the Rebate Fund and the reserve fund (if any) to be applicable to such Additional Bonds; and (8) such other provisions that are appropriate or necessary and are not inconsistent with the provisions hereof, including the establishment of a capitalized interest fund for the Additional Bonds, if appropriate;

(b) The Authority shall be in compliance with all agreements, conditions, covenants and terms contained in the Indenture, in the Lease Agreement and in the Ground Lease required to be observed or performed by it;

(c) The City shall be in compliance with all agreements, conditions, covenants and terms contained in the Indenture, in the Lease Agreement and in the Ground Lease required to be observed or performed by it; and

(d) The Ground Lease shall have been amended, to the extent necessary, and the Lease Agreement shall have been amended so as to increase the Base Rental Payments payable by the City thereunder by an aggregate amount equal to the principal of and interest on such Additional Bonds, payable at such times and in such manner as may be necessary to provide for the timely payment of the principal of and interest on such Additional Bonds; provided, however, that no such amendment shall be made such that the sum of Base Rental Payments, including any increase in the Base Rental Payments as a result of such amendment, plus Additional Rental Payments, in any Rental Period shall be in excess of the annual fair rental value of the Property after taking into account the use of the proceeds of any Additional Bonds issued in connection therewith (evidence of the satisfaction of such condition shall be made by a Written Certificate of the City).

Nothing in the Indenture limits the issuance of any bonds or other obligations payable from Base Rental Payments if, after the issuance and delivery of such bonds or other obligations, none of the Bonds theretofore issued under the Indenture will be Outstanding.

Base Rental Payments

General. Rental Payments, including Base Rental Payments, will be paid by the City to the Authority for and in consideration of the right to use and occupy the Property and in consideration of the continued right to the quiet use and enjoyment thereof during each Rental Period for which such Rental Payments are to be paid. Each Base Rental Payment will be deposited with the Trustee no later than third day Business Day next preceding each Interest Payment Date (the "**Base Rental Deposit Date**"). All Base Rental Payments will be paid directly by the City to the Trustee, and if received by the Authority at any time shall be transferred by the Authority with the Trustee within one Business Day after the receipt thereof. All Base Rental Payments received by the Trustee shall be deposited by the Trustee in the Base Rental Payment Fund.

Pursuant to the Indenture, on the Business Day immediately preceding each Interest Payment Date, the Trustee will transfer amounts in the Base Rental Payment Fund to the Interest Fund and the Principal Fund as necessary to provide for the payment of the interest on and principal of the Series 2025A Bonds.

Fair Rental Value. The Authority and the City have agreed and determined that the annual fair rental value of the Property is not less than the maximum annual Rental Payments due in any year. In making such determination of fair rental value, consideration has been given to the uses and purposes that may be served by the Property and the benefits therefrom which will accrue to the City and the general public. Payments of the Rental Payments for the Property during each Rental Period shall constitute the total rental for said Rental Period.

Covenant to Budget and Appropriate. The City covenants in the Lease Agreement to take such action as may be necessary to include all Rental Payments due thereunder as a separate line item in its annual budgets and to make necessary annual appropriations for all such Rental Payments. The City will deliver to the Authority and the Trustee a Certificate of the City stating that its final annual budget includes all Base Rental Payments due in such fiscal year within ten days after the filing or adoption thereof. The Lease Agreement declares that these covenants shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in the Lease Agreement agreed to be carried out and performed by the City.

Limited Obligation. THE OBLIGATION OF THE CITY TO MAKE THE BASE RENTAL PAYMENTS DOES NOT CONSTITUTE A DEBT OF THE CITY OR OF THE STATE, OR OF ANY POLITICAL SUBDIVISION THEREOF, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMIT OR RESTRICTION, AND DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH THE CITY OR THE STATE OF CALIFORNIA IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY OR THE STATE OF CALIFORNIA HAS LEVIED OR PLEDGED ANY FORM OF TAXATION.

Additional Rental Payments

Under the Lease Agreement, the City is also required to pay, as Additional Rental Payments, such amounts as shall be required for the payment of the following:

(a) all taxes and assessments of any type or nature charged to the Authority or the City or affecting the Property or the respective interests or estates of the Authority or the City therein;

(b) all reasonable administrative costs of the Authority relating to the Property including, but without limiting the generality of the foregoing, salaries, wages, fees and expenses, compensation and indemnification of the Trustee payable by the Authority under the Indenture, fees of auditors, accountants, attorneys or engineers, and all other necessary and reasonable administrative costs of the Authority or charges required to be paid by it in order to maintain its existence or to comply with the terms of the Indenture or the Lease Agreement or to defend the Authority and its members, officers, agents and employees;

(c) insurance premiums for all insurance required pursuant to the Lease Agreement;

(d) any amounts with respect to the Lease Agreement or the Bonds required to be rebated to the federal government in accordance with Section 148(f) of the Code;

(e) all amounts due to the [2025 Insurer] under the Indenture; and

(f) all other payments required to be paid by the City under the provisions of the Lease Agreement or the Indenture.

Amounts constituting Additional Rental Payments payable under the Lease Agreement will be paid by the City directly to the person or persons to whom such amounts shall be payable. The City will pay all such amounts when due or at such later time as such amounts may be paid without penalty or, in any other case, within 60 days after notice in writing from the Trustee to the City stating the amount of Additional Rental Payments then due and payable and the purpose thereof.

Abatement

Base Rental Payments and Additional Rental Payments are paid by the City in each Rental Period for and in consideration of the right to use and occupy the Property. Except as otherwise specifically provided in the Lease Agreement, during any period in which, by reason of material damage to, or destruction or condemnation of, the Property, or any defect in title to the Property, there is substantial interference with the City's right to use and occupy any portion of the Property, Rental Payments shall be abated proportionately, and the City waives the benefits of Civil Code Sections 1932(1), 1932(2) and 1933(4) and any and all other rights to terminate the Lease Agreement by virtue of any such interference, and the Lease Agreement shall continue in full force and effect. The amount of such abatement shall be agreed upon by the City and the Authority; provided, however, that the Rental Payments due for any Rental Period shall not exceed the annual fair rental value of that portion of the Property available for use and occupancy by the City during such Rental Period. The City and the Authority shall calculate such abatement and shall provide the Trustee with a certificate setting forth such calculation and the basis therefor. Such abatement shall continue for the period commencing with the date of interference resulting from such damage, destruction, condemnation or title defect and, with respect to damage to or destruction of the Property, ending with the substantial completion of the work of repair or replacement of the Property, or the portion thereof so damaged or destroyed; and the term of the Lease Agreement will be extended as provided in the Lease Agreement, except that the term shall in no event be extended beyond the Maximum Lease Term.

Notwithstanding the foregoing, to the extent that moneys are available for the payment of Rental Payments in any of the funds and accounts established under the Indenture, Rental Payments shall not be abated as provided above but, rather, shall be payable by the City as a special obligation payable solely from said funds, accounts and proceeds. The City is permitted to apply Net Insurance Proceeds: (a) together with other legally available funds that the City elects to contribute, to the repair, reconstruction or replacement of the damaged or destroyed portions of the Property; (b) to redeem Series 2025A Bonds; and/or (c) if the annual fair rental value of the Property is at least equal to 100% of the Base Rental Payments, to any other lawful purpose, including Base Rental Payments. See the captions "THE SERIES 2025A BONDS – Redemption – Extraordinary Redemption from Condemnation Award or Insurance Proceeds," "RISK FACTORS – Abatement" and Appendix B.

Action on Default

Should the City default under the Lease Agreement, the Trustee, as assignee of the Authority under the Lease Agreement, may terminate the Lease Agreement and recover certain damages from the City, or may retain the Lease Agreement and hold the City liable for all Base Rental Payments thereunder on an annual basis, and will have the right to re-enter and re-let the Property. *Base Rental Payments may not be accelerated upon a default under the Lease Agreement*. See the caption "BOND OWNERS' RISKS – No Acceleration Upon Default."

For purposes of certain actions of Bond Owners of a series under the Indenture and Lease Agreement, such as certain consents and amendments and the direction of remedies following default, such Bond Owners do not act alone and may not control such matters to the extent that such matters are not supported by the requisite number of the Owners of all Bonds and Additional Bonds, if any, of such series.

For a description of the events of default and permitted remedies of the Trustee (as assignee of the Authority) contained in the Lease Agreement and the Indenture, see Appendix B.

No Reserve Fund

No debt service reserve fund or account will be established by the Authority or the City in connection with the issuance of the Series 2025A Bonds.

Insurance

The Lease Agreement requires:

(1) The City to maintain or cause to be maintained, throughout the term of the Lease Agreement, a standard commercial general liability insurance policy or policies in protection of the City, the Authority and their respective members, officers, agents and employees. Said policy or policies will provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the use or ownership of the Property. Said policy or policies must provide coverage in the minimum liability limits of $1,000,000 for personal injury or death of each person and $3,000,000 for personal injury or deaths of two or more persons in a single accident or event, and in a minimum amount of $500,000 for damage to property (subject to a deductible clause of not to exceed $100,000) resulting from a single accident or event. Such commercial general liability

and property damage insurance may, however, be in the form of a single limit policy in the amount of $3,000,000 covering all such risks. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried or required to be carried by the City, and may be maintained in whole or in part in the form of self-insurance by the City provided such self-insurance complies with the provisions of the Lease Agreement. The Net Insurance Proceeds of such liability insurance will be applied toward extinguishment or satisfaction of the liability with respect to which the Net Insurance Proceeds of such insurance shall have been paid;

(2) The City to maintain or cause to be maintained, throughout the term of the Lease Agreement, a workers' compensation insurance issued by a responsible carrier authorized under the laws of the State of California to insure employers against liability for compensation under the California Labor Code, or any act enacted as an amendment or supplement thereto or in lieu thereof, such workers' compensation insurance to cover all persons employed by the City in connection with the Property and to cover full liability for compensation under any such act; provided, however, that the City's obligations to carry workers' compensation insurance may be satisfied by self-insurance, provided such self-insurance complies with the provisions of the Lease Agreement.

(3) The City to maintain or cause to be maintained, throughout the term of the Lease Agreement, a fire, lightning and special extended coverage insurance (which shall include coverage for vandalism and malicious mischief, but need not include coverage for earthquake damage) on all improvements constituting any part of the Property in an amount equal to the greater of 100% of the replacement cost of such improvements or 100% of the outstanding principal amount of the Bonds. The City has an insurance policy which provides replacement cost coverage. All insurance required to be maintained pursuant to this subsection may be subject to a deductible in an amount not to exceed $500,000. The City's obligations under this subsection may be satisfied by self-insurance, provided such self-insurance complies with the provisions of the Lease Agreement.

(4) The City will maintain rental interruption insurance to cover the Authority's loss, total or partial, of Base Rental Payments under the Lease Agreement resulting from the loss, total or partial, of the use of any part of the Property as a result of any of the hazards required to be covered pursuant to clause (3) above in an amount sufficient at all times to pay an amount not less than the product of two times the maximum amount of Base Rental Payments scheduled to be paid during any Rental Period. The City's obligation to carry rental interruption insurance may be satisfied by self-insurance, provided such self-insurance complies with the provisions described under "--Self Insurance" below.

The insurance required to be maintained by the Lease Agreement must be provided by reputable insurance companies with claims-paying abilities determined, in the reasonable opinion of a professionally certified risk manager or an independent insurance consultant, to be adequate for the purposes hereof.

The City will provide, at its own expense, one or more CLTA or ALTA title insurance policies for the Property, the form of which policy or policies shall be acceptable to the [2025 Insurer], in the aggregate amount of not less than the aggregate principal amount of the Bonds. Such policy or policies will insure: (a) the fee interest of the City in the Property; (b) the Authority's ground leasehold estate in the Property under the Ground Lease; and (c) the City's leasehold estate under the Lease Agreement in the Property, subject only to Permitted Encumbrances. All Net Insurance Proceeds received under said policy or policies will be deposited with the Trustee and applied as provided in the Indenture. So long as any of the Bonds remain Outstanding, each

policy of title insurance obtained pursuant to the Indenture or Lease Agreement or required thereby must provide that all proceeds thereunder shall be payable to the Trustee for the benefit of the Bond Owners.

Self Insurance

Insurance provided through a California joint powers authority of which the City is a member or with which the City contracts for insurance is deemed by the Lease Agreement to be self-insurance and may be utilized by the City to satisfy the requirements set forth above without the consent of the 2025 Insurer. The City must obtain the prior written consent of the 2025 Insurer to utilize other self-insurance to satisfy the requirements described above. Any self-insurance maintained by the City pursuant to this Article shall comply with the following terms:

(a) the self-insurance program shall be approved in writing by the City's Risk Manager, a professionally certified risk manager, or an independent insurance consultant;

(b) the self-insurance program shall include an actuarially sound claims reserve fund out of which each self-insured claim shall be paid, the adequacy of each such fund shall be evaluated on an annual basis by the City's Risk Management Department, a professionally certified risk manager or by an independent insurance consultant and any deficiencies in any self-insured claims reserve fund shall be remedied in accordance with the recommendation of the City's Risk Management Department, a professionally certified risk manager or an independent insurance consultant, as applicable; and

(c) in the event that the self-insurance program shall be discontinued, the actuarial soundness of its claims reserve fund, as determined by a professionally certified risk manager or by an independent insurance consultant, shall be maintained.

THE CITY

General

The City encompasses approximately 42.2 square mile and has an estimated population of 219,172 as of January 1, 2025. It is located 50 miles east of Los Angeles and is approximately 10 miles west of the cities of Riverside and San Bernardino. Founded in 1913, Fontana is the second largest city in San Bernardino County, and the 20th largest in the State. The Riverside-San Bernardino area is often referred to as Southern California's "Inland Empire." As one of the cities in the Inland Empire, Fontana is part of a region whose population base exceeds 4.6 million people.

The City was first developed as an organized rural community through the vision of Mr. A. B. Miller. Although self-sufficient, the farming community was abruptly reshaped to accommodate the industrial revolution in 1942 with the transformation of Mr. Miller's farm into a steel mill by Henry J. Kaiser. The area became Southern California's leading producer of steel and steel-related products. The steel industry dominated the City's economy until 1984 when the steel mill closed. Today, Fontana has emerged as an affordable suburb, attracting both residents and businesses.

Residential development continues to play a significant role in the City's growth. According to a July 2025 Ryness Report, there were ten new home residential communities actively selling within the City. With the ever-increasing demand for housing and ongoing addition of new residential units in the City, [Southern California Association of Governments projected] that the City's population will exceed 280,900 by the year 2040.

The City is a major transportation hub with convenient access to Interstates 10, 15 and the 210 freeway. Rail service available from Union Pacific Railroad and MetroLink to the greater Los Angeles area runs through the center of town. [The City is approximately] 10 minutes away from Ontario International Airport.

The City is also home to the Kaiser Permanente Medical Center, one of the largest hospitals in the Inland Empire, providing comprehensive inpatient and outpatient services and continuing to expand to meet regional demand.

City Government and Administration

The City was incorporated as a general law city in 1952 and is governed by a Mayor and four council members elected at large to serve four-year terms. The City operates under a Council-Manager form of government. The City Council appoints the City Manager who is responsible for the day-to-day administration of City business and the coordination of all departments of the City.

The City provides police protection, street sweeping, park maintenance, building inspection, library, sewer, storm drain and sanitation services. The City contracts with the County for fire protection services. Numerous hospitals and health care facilities are located in or near the City. The current City Council members and their respective term expiration dates are as follows:

Name and Office	Term Expires
Acquanetta Warren, Mayor	November, 2026
Peter Garcia, Mayor Pro Tem	November, 2028
John Roberts, Council Member	November, 2026
Jesus “Jesse” Sandoval, Council Member	November, 2028
Phillip Cothran, Council Member	November, 2026

The City Council is responsible, among other things, for passing ordinances, adopting the budget, appointing committees, and hiring the City Manager, City Clerk, and City Attorney. The City Manager is responsible for carrying out the policies and ordinances of the Council, for overseeing the day-to-day operations of the City, and for appointing the heads of the various departments.

Recent Developments affecting City General Fund

In recent years, the City has attracted a variety of new development. In 2024, over 500 single family housing units and over 900 multi-family housing units were entitled. Residential development is primarily occurring in the northern portion of the City with the adoption of the Arboretum Specific Plan, which allows for the development of up to 3,532 residential units. The master planned community in this area is called the Arboretum, and its first residential community called the Meadows has been developed with 585 residential units. The second residential community called the Gardens is planned for 585 residential units and is under development. The City is also proceeding with the development of a downtown entertainment district called the Forge District, which is supported by the State of California's SB2 Grant to increase housing and create a walkable community with retail, services, and entertainment for residents and visitors.

In January 2025, ZM Trucks, a manufacturer of zero-emission commercial trucks, leased a 210,000 square foot facility in Fontana to support the production of a diverse portfolio of zero-emission products including electric commercial trucks, terminal tractors, and airport ground service equipment. This will be ZM Trucks’ first North American manufacturing plant.

CITY FINANCIAL INFORMATION

Accounting Policies and Financial Reporting

The City maintains its accounting records in accordance with Generally Accepted Accounting Principles (“**GAAP**”) and the standards established by the Governmental Accounting Standards Board (“**GASB**”). Combined financial statements of the City and its component units are produced following the close of each fiscal year of the City ended June 30 (each, a “**Fiscal Year**”).

The City Council employs an independent certified public accountant who examines at least annually the financial statements of the City in accordance with GAAP, including tests of the accounting records and other auditing procedures as such accountant considers necessary. As soon as practicable, after the end of the Fiscal Year, a final audit and report is submitted by the independent accountant to the City Council. The accounts of the City are organized on the basis of funds and account groups. The operations of each fund are accounted for with a separate set

of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate.

Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The budget is adopted in accordance with GAAP. Revenues are recognized on the accrual basis (i.e., when they are earned). Expenditures are recorded when the related fund liability is incurred. See "APPENDIX C – Comprehensive Annual Financial Report of the City for the Fiscal Year Ended June 30, 2024 – Note (1)" for a description of the significant accounting policies of the City. See the caption "– City Financial Statements" for a discussion of the City's audited financial statements for Fiscal Year 2023-24.

The General Fund is the general operating fund of the City. It is used to account for all financial resources except those that are required to be accounted for in another fund because there are legal restrictions on their use. It is expected that debt service on the Series 2025A Bonds will be paid from amounts in the General Fund. Information on the remaining governmental funds of the City as of June 30, 2024, is set forth in Appendix B.

Reserve Policy

General Fund Reserves. The City maintains a reserve policy (the "**Reserve Policy**"). Under the Reserve Policy, it is the responsibility of the City Council to maintain a sufficient level of reserve funds to provide for the orderly provision of services to the citizens of the City. The City Council has the authority to decide the circumstances under which the reserves can be used. The City Manager and the Chief Financial Officer may, from time to time, make recommendations as to the level of reserve funds necessary for prudent fiscal management. Reserve levels are reviewed annually during the budget process as well as quarterly if any budget adjustments are requested to ensure that they are consistent with the conditions faced by the City.

Under the Reserve Policy, the City maintains the following three categories of General Fund reserves as part of the General Fund:

Contingency Reserve. In February 2025, the City Council adopted revisions to the Reserve Policy which included an increase in the minimum contingency reserve from 25% to 40% of the appropriated operating expenditures (excluding transfers out) adopted at the beginning of the fiscal year, which would be sufficient to finance operations for a period of over four and a half months (the "**Contingency Reserve**"). The primary purpose of this reserve is to protect the City's ability to provide ongoing services to its citizens in the case of an unanticipated event. The balance in the Contingency Reserve was approximately $33.09 million as of June 30, 2024, or 25% of operating expenditures adopted at the beginning of Fiscal Year 2023-24. The City estimates that the balance in the Contingency Reserve was approximately $43.7 million as of June 30, 2025, or 32% of operating expenditures adopted at the beginning of Fiscal Year 2024-25. With the increase in the contingency reserve to 40%, the minimum threshold for 2025-26 increased by $23.0 million from $38.4 million to $61.4 million. Per the Reserve Policy, at the end of each fiscal year, the year-end operating surplus shall be contributed to the contingency reserve fund balance until the minimum threshold is met. It is the goal of the City to meet the minimum threshold within the next five years.

Operating Contingencies Reserve. The City will maintain an operating reserve to provide one-time funding for unexpected or unprogrammed operational needs that may

be used if authorized by a majority vote of the City Council. The balance in the operating reserve was $3.0 million as of June 30, 2024 and the City estimates that the balance in the Operating Reserve was $3.0 million as of June 30, 2025.

CalPERS Rate Stability Reserve. The City has established a Retirement Section 115 Trust with the purpose of stabilizing future pension costs through the prefunding of future liabilities. The balance in the CalPERS Rate Stability Reserve was approximately $12.2 million as of June 30, 2024. The City estimates that the balance in the CalPERS Rate Stability Reserve was approximately $13.6 million as of June 30, 2025.

In addition to the reserves listed above, the City also maintains an Other Post Employment Benefits (OPEB) reserves in a Section 115 Trust to offset the future costs. As of June 30, 2025, the estimated balance was $29.2 million.

In addition to the three reserves the City maintains, the Reserve Policy also addresses new ongoing revenue allocations and unassigned fund balance.

New Ongoing Revenue. The City's updated Reserve Policy calls for New Ongoing Revenue to be allocated 50/50 to infrastructure and general government services. "New Ongoing Revenue" is defined as a new general tax, an increase in the rate of an existing tax, a new lease of City property, or a new, clearly identifiable unrestricted revenue source not previously included in the City's budget at the time of adoption of the City's updated Reserve Policy on February 25, 2025], which generates at least $100,000 per year in revenue and which is expected to continue for at least a period of 20 years. Revenues attributable to Measure T will be subject to this allocation policy.

Unassigned Fund Balance. Unassigned fund balance results from when fund balance exceeds the combined total of non-spendable, restricted, committed and assigned fund balances and all reserves have been fully funded. As the City is committed to prudent fiscal practices, upon final close of the fiscal year, any unassigned fund balance, less any encumbrances and budget being carried forward to the next fiscal year, shall be appropriated 50/50 between the prefunding of the City's pension unfunded liability and road improvements.

Other General Funds. The City maintains certain funds that the City generally refers to as "Other General Funds." Similar to reserves, Other General Funds have been established by the City to set aside financial resources for specific purposes and are funded by transfers from the General Fund based on need, including for facility maintenance, self-insurance, and City technology. Other General Funds are not maintained within the City's General Fund. However, Other General Funds are consolidated with the City's General Fund for financial reporting purposes.

The following table shows the balances of the General Fund reserves and Other General Funds as of June 30 of the years 2021 through 2024 based on the City's audited financial statements, and the estimated balances of such reserves and funds as of June 30, 2025.

CITY OF FONTANA
GENERAL FUND AND OTHER GENERAL FUNDS RESERVES

	Fiscal Year Ended June 30				
	2021	2022	2023	2024	2025*
General Fund Reserves					
Contingency Reserve [1]	$15,884,000	$16,505,000	$22,941,910	$33,087,836	$43,650,473
Economic Uncertainty Reserve [1]	8,514,643	9,469,586	-	-	-
CalPERS Rate Stability Reserve [2]	5,869,393	10,886,393	10,694,317	12,204,822	13,644,923
Operating Contingencies	-	-	-	3,000,000	3,000,000
Future Projects and Reserves	-	-	-	750,000	-
Animal Shelter JPA	-	-	-	800,000	582,570
Total General Fund Reserves	$30,268,036	$36,860,979	$33,636,227	$49,842,658	$60,877,966
Other General Funds [3]					
City Technology	$4,150,041	$775,360	$4,266,840	$3,508,359	$3,459,248
Facility Maintenance	834,832	222,747	185,028	11,177	977,681
Office of Emergency Services	1,099,864	1,062,474	1,481,986	1,291,877	1,290,307
Government Access/KFON	1,375,818	1,646,164	1,703,897	1,832,888	1,902,471
Self Insurance	8,189,755	9,626,636	8,219,502	3,872,719	21,510,555
Retiree Medical Benefits	25,572,792	23,549,549	2,042,332	2,395,853	2,654,762
Supplemental Retirement Plan	1,617	1,615	(302)	32,517	38,483
General Fund Operating Projects	494,558	477,535	1,101,781	1,292,256	545,580
Lease-Fire	0	0	2,406,545	15,898	3
Storm Water Compliance	265,860	457,269	564,680	578,674	469,509
Total Other General Funds	$41,985,137	$37,819,349	$21,972,289	$14,832,218	$32,848,599
Total General Fund Reserves and Other General Funds	**$72,253,173**	**$74,680,328**	**$55,878,516**	**$64,674,876**	**$93,726,565**

(1) Maintained as part of unassigned fund balance of the General Fund.
(2) Maintained as part of the committed fund balance of the General Fund.
(3) Other General Funds are not maintained within the General Fund.
Source: City of Fontana.
* Estimated; subject to change.

Budget Procedure, Current Budget and Historical Budget Information

General. The annual budget serves as the foundation for the City's financial planning and is an important policy document serving as the annual financial plan that identifies the spending priorities for the organization. The budget is prepared according to fund, function (e.g., public safety), and department (e.g., police). The City operates under a two-year budget process. As such, the City Council adopts a budget biennially which begins in the first fiscal year and covers a two-year period beginning on July 1 and running through June 30 for two years. Beginning July 1, the budget process approves operating appropriations at the department and fund level and allows the City to make resource allocation decisions as well as determining which program priorities will be addressed in the coming Fiscal Year. Although the City Council deliberates the proposed budget in June, the budget process occurs throughout the year, as described below.

Budget Timeline. In preparing the two-year budget, several key meetings are held and documents produced that significantly affect its development. The following is a description of each of these along with a calendar of key dates in the preparation process.

The Finance Department is responsible for preparing the budget documents. The process begins in January with the budget "kick-off" meeting and citywide departmental training on yearend estimates, revenue and expenditure budgeting, and fund balance analysis, followed by the opening of the on-line budget system to departments.

In February of each year, the City Council is provided with a detailed update and review of the City's financial condition at the mid-point of the fiscal year along with year-end fund balance projections.

Departments enter revenue projections by January 31 of each year directly into the budget system. Departments enter expenditure requests by March 31 of each year, with the exception of personnel, directly into the budget system. The Finance Department calculates and provides to each department personnel costs and General Fund operating target numbers. Departments identify which Budget Units should be charged for the personnel costs by position number. Departments are required to enter operating expenditures equal to or less than their target numbers. Requests for new funding are entered into the budget system with specific documentation provided to Finance.

Before requests are submitted to the City Manager, the Finance Department reviews and analyzes all supporting documentation. Then, in April of each year, the City Manager and Finance staff hold meetings with each department and/or organization to discuss the budget requests and obtain additional information if necessary. Following these meetings, line item requests are adjusted in accordance with the City Manager's funding decisions. The Proposed Budget is then presented to the City Council for consideration and approval. Changes made by the City Council during the budget deliberation process will be incorporated into the adopted budget.

On or before June 30, the City Council votes to adopt the budget, including any amendments to the proposed budget that may occur, by an affirmative vote of the majority of the City Council. At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by a majority vote of the City Council.

Upon final adoption, the budget becomes the legal authorization for the various departments to expend appropriations, subject to any controls established by the City Manager, City Council and internal audit requirements. The budget is also published and distributed to interested parties.

Once the budget is adopted by the City Council, the responsibility of implementing each departmental budget lies with each department head, with ultimate responsibility resting with the City Manager. Department directors are expected to operate their departments within the appropriations established in the budget. In certain cases, however, amendment requests are considered where unforeseen events have occurred. In such cases, the department head and Chief Financial Officer may approve transfers within the same fund, division and expenditure category. Transfers moving funds from one division or department to another or one category to another within the same fund requires the approval of the department head, Chief Financial Officer, and City Manager. To amend or supplement the budget by the transfer of all or any part of unused and unencumbered balances appropriated for one purpose to another purpose, to appropriate available funds not included in the budget, or to cancel in whole or in part any appropriation not expended or encumbered or to move funds from one fund to another fund requires an affirmative vote of the City Council.

To ensure the highest levels of fiscal oversight by fostering transparency, accountability, and proactive budget management across all departments, citywide departmental budget meetings are held monthly. Additionally, monthly budget status reports are developed internally and quarterly budget status reports are developed and presented to the City Council to assist City departments in communicating their financial operations throughout the fiscal year including any program changes and significant impacts to their annual budgets, as well as gauging the City's budget plan as compared to actual revenue and expenditures. This information provides the City Council with the most current information on the financial activities of the City upon which to base decisions.

Budget Policy. Budgetary control is set at the department level by fund to ensure compliance with the budget as approved by the City Council. The City's budget policy requires the following:

- All appropriations lapse at fiscal year end. Outstanding encumbrance balances at fiscal year end require re-approval by the City Council, typically as part of the First Quarter Budget Review.
- City Council approval for all new appropriations and increases to estimated revenues.
- City Council approval for budgetary changes between funds.
- City Council approval for any changes to staffing levels.
- City Manager approval for project changes within the same fund.
- Departments may transfer budget between divisions in the same department and fund.
- Budget Reviews to be prepared on a quarterly basis and submitted to City Council for approval.

Adopted Budget for Fiscal Years 2023-25. The City Council adopted the City's operating budget for Fiscal Years 2023-24 and 2024-25 (the "**2023-25 Adopted Budget**") on June 13, 2023. The 2023-25 Adopted Budget is fiscally balanced and continues to support the City's core services, maintenance, facilities and infrastructure in line with the priorities of the City Council. In the 2023-25 Adopted Budget, General Fund revenues for Fiscal Year 2024-25 are projected to increase by approximately $3.2 million, or 2.2%, when compared to estimated General Fund revenues for Fiscal Year 2023-24. This $3.2 million increase is due primarily to increases when compared to estimated General Fund revenues for Fiscal Year 2023-24 in sales tax revenues of approximately $1.2 million, property tax revenues of approximately $1.2 million and recreation revenues of approximately $0.1 million.

With respect to expenditures, in the 2023-25 Adopted Budget, total General Fund expenditures are projected to decrease approximately $1.0 million, or 0.8% when compared to estimated General Fund expenditures for Fiscal Year 2023-24.

Adopted Budget for Fiscal Years 2025-27. The City Council adopted the City's operating budget for Fiscal Years 2025-26 and 2026-27 (the "**2025-27 Adopted Budget**") on June 10, 2025.

The 2025-27 Adopted Budget is fiscally balanced and continues to support the City's core services, maintenance, facilities and infrastructure in line with the priorities of the City Council. In the 2025-27 Adopted Budget, General Fund revenues for Fiscal Year 2025-26 are projected to increase by approximately $28.9 million, or 16.9%, when compared to estimated General Fund revenues for Fiscal Year 2024-25. This $28.9 million increase is due primarily to the impact of the passage of Measure T, effective as of April 1, 2025, with a projected increase in transactional use tax revenue of $42.7 million, along with increases when compared to estimated General Fund revenues for Fiscal Year 2024-25 in property tax revenues of approximately $3.4 million and revenues from other agencies of approximately $2.6 million.

With respect to expenditures, in the 2025-27 Adopted Budget, total General Fund expenditures are projected to increase approximately $22.5 million, or 13.6% when compared to estimated General Fund expenditures for Fiscal Year 2024-25.

Comparison of Budget to Actual Performance. The following table shows (i) the City's final budget and actual results for General Fund revenues and expenditures for the two most recently completed Fiscal Years, (ii) the City's final budget for such Fiscal Years, Fiscal Year 2024-25 and Fiscal Year 2025-26, and (iii) estimated results for General Fund revenues and expenditures for Fiscal Year 2024-25. During the course of each Fiscal Year, the budget may be amended and revised as necessary by the City Council; budgeted amounts shown reflect such amendments and revisions in certain Fiscal Years.

Table 1
CITY OF FONTANA
General Fund Budget Summary
Fiscal Years 2022-23 through 2025-26

	Final Budget 2022-23	Audited 2022-23	Final Budget 2023-24	Audited 2023-24	Final Budget 2024-25	Estimated Actuals 2024-25[1]	Adopted Budget 2025-26
Revenues:							
Taxes[2]	$105,986,750	$116,384,679	$119,877,473	$121,079,308	134,739,326	131,559,463	$166,856,560
Licenses and permits	8,390,123	7,872,926	5,544,930	5,799,129	6,207,550	5,311,407	5,400,640
Intergovernmental	1,531,915	1,283,694	870,200	1,042,245	927,260	1,085,274	1,015,400
Charges for services	16,657,367	16,174,908	19,147,259	18,353,240	21,122,661	19,039,955	19,589,090
Fines and forfeitures	503,200	703,886	627,510	702,670	558,110	738,208	640,600
Investment earnings	3,418,880	4,381,331	2,907,850	6,544,409	3,776,145	5,069,935	2,959,670
Other revenue[3]	5,137,669	4,737,365	3,939,282	4,280,869	4,738,854	8,078,121	3,277 020
Total Revenues	$141,625,904	$151,538,789	$152,914,504	$157,801,870	$172,069,906	170,882,363	$199,738,980
Expenditures:							
Current:							
General government:							
City Council and Commissions	$1,443,936	$1,339,208	$1,254,490	$1,217,194	2,027,335	1,680,264	$1,561,790
City Administration	4,418,402	3,936,406	6,539,237	5,226,815	3,511,738	3,248,441	4,646,200
Finance	4,497,719	3,804,859	5,833,427	5,270,108	6,417,923	4,903,352	6,197,800
Information Technology	13,202,856	9,114,829	15,868,884	13,601,739	16,142,099	12,396,911	14,073,640
Human Resources	13,051,521	11,485,046	26,007,610	24,219,245	17,420,286	16,148,000	15,640,620
Public safety:							
Police	75,917,229	72,166,973	80,292,104	74,862,832	83,257,026	81,167,935	87,733,460
Public works[4]	15,696,216	14,972,455	24,197,718	-	-	-	-
Engineering[4]	5,299,304	4,319,998	-	-	-	-	-
Public Works & Engineering[4]	-	-	-	22,543,555	26,930,071	24,658,562	26,734,860
Community Development	8,434,836	7,676,951	12,018,096	9,640,724	13,269,432	10,374,411	15,873,660
Community services	15,043,195	12,845,952	15,127,000	13,703,338	15,351,267	14,176,914	15,876,460
Debt service:							
Principal	163,994	58,822	77,418	979,425	102,066	98,583	69,740
Interest	200	1,567	-	19,958	19	(308)	-
Total Expenditures	$157,169,408	$141,723,066	$187,215,984	$171,143,830	184,429,263	168,653,065	188,338,490
Revenues over (under expenditures)	(15,543,504)	9,815,723	(34,301,480)	(13,341,960)	(12,359,357)	2,029,295	11,400,490
Other Financing Sources (uses)							
Transfers in	$34,623,944	$18,272,319	$50,380,267	$22,819,661	35,430,600	34,430,601	27,402,950
Transfers out	(29,625,330)	(13,380,541)	(51,424,867)	(25,319,815)	(24,500,406)	(24,500,406)	(29,412,860)
Leases issued (as lessee)	-	-	-	161,022	-	-	-
Other financing sources - SBITA	-	-	-	2,459,222	-	-	-
Sale of capital assets	1,500	45,946	-	9,513	-	4,574	-
Total other sources (uses)	$5,000,114	$4,937,724	$(1,044,600)	$129,603	10,930,194	9,934,769	$2,009,910
Net Change in Fund Balance	(10,543,390)	14,753,447	(35,346,080)	(13,212,357)	(1,429,163)	12,164,064	9,390,580

Fund Balance-beginning of year	102,507,937	102,507,937	117,261,384	117,261,384	104,049,027	104,049,027	116,213,091
Fund Balance-end of year	$91,964,547	$117,261,384	$81,915,304	$104,049,027	$102,620,507	116,213,091	$103,844,231

(1) Estimated; subject to change.
(2) Fiscal Year 2025-26 Adopted Budget includes the first fiscal year of the City's new transaction use tax revenue, otherwise referred to Measure T, that was voted in by voters in November 2024 and effective April 1, 2025.
(3) Includes code enforcement fines, animal licenses, passport fees and other miscellaneous revenues. Fiscal Year 2024-25 Estimated Actuals reflect a one-time increase due to a settlement reimbursement received.
(4) Beginning in Fiscal Year 2023-24, Engineering and Public Works were combined into the Public Works & Engineering Department due to a reorganization.

Source: City of Fontana Comprehensive Annual Financial Report for the Fiscal Years 2022-23 and 2023-24; City of Fontana Adopted Budgets for Fiscal Years 2022-23, 2023-24, 2024-25 and 2025-26; and City of Fontana for estimated actuals for Fiscal Year 2024-25.

City Financial Statements

A copy of the most recent audited financial statements of the City (the "**Financial Statements**") for the Fiscal Year ended June 30, 2024, prepared by Eide Bailly LLP, (the "**Auditor**"), is included as Appendix C to this Official Statement. The Auditor's letter dated March 31, 2025 is set forth therein. The Financial Statements are public documents and are included within this Official Statement without the prior approval of the Auditor. Accordingly, the Auditor has not performed any post-audit analysis of the financial condition of the City, nor has the Auditor reviewed or audited this Official Statement.

Certain financial information that is set forth in this Official Statement is derived from the Financial Statements and the City's audited financial statements for prior years (excluding certain non-cash items and after certain other adjustments) and is qualified in their entirety by reference to such statements, including the notes thereto. The Auditor has not reviewed or audited such financial information or any other portion of this Official Statement.

In the Financial Statements, data relating to governmental funds such as the General Fund focus on current financial resources, which emphasize near-term inflows and outflows of expendable resources as well as balances of expendable resources at the end of each Fiscal Year.

The City's accounting and budgeting records for general governmental operations are maintained on a modified accrual basis, with the revenues being recorded when available and measurable and the expenditures being recorded when the services or goods are received or the liabilities incurred, in each case regardless of the timing of related cash flows. As examples, property taxes, franchise fees, investment income and charges for services are considered to be susceptible to accruals and recognized as revenues in the year for which they are levied. For these purposes, the City considers revenues as available if they are collected within 60 days of the end of the current fiscal period Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

The following table shows the City's audited General Fund balance sheets for Fiscal Years 2019-20 through 2023-24 and unaudited balance sheets for Fiscal Year 2024-25.

Table 2
CITY OF FONTANA
General Fund Balance Sheets
Fiscal Years 2020-21 through 2024-25

	Audited 2020-21	Audited 2021-22	Audited 2022-23	Audited 2023-24	Estimated Actuals 2024-25[1]
Assets:					
Cash and investments	$86,853,608	$56,667,510	$58,277,222	$46,225,376	$53,963,930
Receivables:					
Accounts	3,121,607	3,610,035	3,861,306	4,694,548	3,670,730
Interest	73,969	177,025	428,870	434,814	584,234
Due from custodial funds	161,888	-	-	-	-
Loans to Successor Agency	26,208,993	24,978,218	23,599,749	22,555,864	21,076,713
Allowance for doubtful accounts	(205,532)	(207,433)	(207,573)	-	-
Leases	-	10,876,556	10,220,102	9,264,282	8,523,139
Due from other funds	5,332,412	10,688,518	24,075,880	25,526,416	30,576,796
Due from other governments	9,655,979	10,595,299	11,503,386	9,982,515	8,352,473
Inventories	253,533	375,878	407,053	512,764	656,337
Deposits	69,025	7,877	100,384	44,090	57,745
Restricted assets:	-	-	-	-	-
Cash with fiscal agent	376,900	31,698,881	11,071,217	12,712,521	14,539,424
Total Assets	$131,902,382	$149,468,364	$143,337,596	$131,953,190	$142,001,52
Liabilities, Deferred Inflow of Resources and Fund Balance					
Liabilities:					
Accounts payable	$6,122,349	$7,399,606	$7,804,236	$8,885,217	$7,953,530
Deposits payable	4,425,394	5,090,294	5,923,999	7,219,058	7,405,210
Retentions payable	-	-	-	52,587	11,034.53
Due to other funds	672,192	1,177	-	-	-
Due to other governments	967	967	-	-	-
Unearned revenue	2,018,966	-	150,200	111,831	10,000
Total Liabilities	$13,239,868	$12,492,044	$13,878,435	$16,268,693	$15,379,775
Deferred Inflows of Resources					
Unavailable Revenue	$1,606,602	$2,323,515	$2,494,088	$2,936,954	$2,497,810
Leases	-	10,591,369	9,703,689	8,698,516	7,910,845
Total Deferred Inflows of Resources	$1,606,602	$12,914,884	$12,197,777	$11,635,470	10,408,655
Fund Balances					
Nonspendable	$322,558	$383,755	$24,107,186	$23,112,718	$21,790,795
Restricted	1,510,351	1,510,351	12,398,214	1,832,888	1,902,471
Committed	6,038,085	10,886,393	32,411,496	47,182,993	57,387,510
Assigned	33,944,406	33,944,406	3,143,811	6,428,514	13,644,923
Unassigned	75,240,512	77,336,531	45,200,677	25,491,914	21,487,392
Total Fund Balances	$117,055,912	$124,061,436	$117,261,384	$104,049,027	$116,213,09
Total Liabilities, Deferred Inflow of	$131,902,382	$149,468,364	$143,337,596	$131,953,190	$142,001,52

(1) Estimated; subject to change.
Source: City of Fontana Comprehensive Annual Financial Report for Fiscal Years 2020-21 through 2023-24.

The following table shows the City's audited General Fund statements of revenues, expenditures and changes in fund balance for Fiscal Years 2020-21 through 2023-24 and estimated statements of revenues, expenditures and changes in fund balance for Fiscal Year 2024-25.

Table 3
CITY OF FONTANA
Statements of Revenues, Expenditures and Changes in General Fund Balance
Fiscal Years 2020-21 through 2024-25

	Audited 2020-21	Audited 2021-22	Audited 2022-23	Audited 2023-24	Estimated Actuals 2024-25[1]
Revenues:					
Taxes[2]	$98,300,476	$108,183,439	$116,384,679	$121,079,308	$131,559,463
Licenses and permits	7,983,843	7,218,687	7,872,926	5,799,129	5,311,407
Intergovernmental	12,658,140	2,780,614	1,283,694	1,042,245	1,085,274
Charges for services	11,750,773	15,407,066	16,174,908	18,353,240	19,039,955
Fines and forfeitures	625,043	696,245	703,886	702,670	738,208
Investment earnings (Loss)	3,821,817	(1,966,368)	4,381,331	6,544,409	5,069,935
Contribution from other governments	-	400,300	-	-	-
Other revenue[3]	6,485,232	3,132,185	4,737,365	4,280,869	8,078,121
Total Revenues	$141,625,324	$135,852,168	$151,538,789	$157,801,870	$170,882,363
Expenditures:					
Current:					
General Government:					
City Council and Commissions	$347,084	$1,194,130	$1,339,208	$1,217,194	$1,680,264
City Administration	6,194,147	5,628,870	3,936,406	5,226,815	3,248,441
Finance	11,254,438	3,373,760	3,804,859	5,270,108	4,903,352
Information Technology	7,954,151	8,691,404	9,114,829	13,601,739	12,396,911
Human Resources[4]	11,033,395	9,160,752	11,485,046	24,219,245	16,148,000
Public safety:					
Police	64,954,148	70,200,864	72,166,973	74,862,832	81,167,935
Public works[5]	12,467,593	14,807,433	14,972,455		-
Engineering[5]	3,611,950	3,925,533	4,319,998	-	-
Public Works & Engineering[5]	-	-	-	22,402,452	24,658,562
Community Development	4,494,154	6,997,587	7,676,951	9,640,724	10,374,411
Community Services	7,742,424	11,414,027	12,845,952	13,703,338	14,176,914
Capital Outlay	-	-	-	-	-
Debt Service:					
Principal	-	2,474	58,822	979,425	98,583
Interest	-	192	1,567	19,958	(308)
Total Expenditures	$130,053,484	$135,397,026	$141,723,066	$171,143,830	$168,653,065
Other Financing Sources (uses)					
Transfers In[6]	$14,694,059	$15,945,288	$18,272,319	$22,819,661	$34,430,601
Transfers out[6]	(7,839,502)	(9,555,877)	(13,380,541)	(25,319,815)	(24,500,406)

Leases	-	108,141	-	161,022	-
Other financing sources - SBITA	-	-	-	2,459,222	-
Sale of capital assets	153,669	52,830	45,946	9,513	4,574
Total other sources (uses)	$7,008,226	$6,550,382	$4,937,724	$129,603	$9,934,769
Net Change in Fund Balance	18,580,066	7,005,524	14,753,447	(13,212,357)	12,164,064
Fund Balance-beginning of year(7)	98,475,846	117,055,912	102,507,937	117,261,384	104,049,027
Fund Balance-end of year(7)	$117,055,912	$124,061,436	$117,261,384	$104,049,027	$116,213,091

(1) Estimated; subject to change.
(2) Fiscal Year 2024-25 Estimated Actuals include the City's new transaction use tax revenue, otherwise referred to Measure T, that was voted in by voters in November 2024 and effective April 1, 2025.
(3) Includes code enforcement fines, animal licenses, passport fees and other miscellaneous revenues. Fiscal Year 2024-25 Estimated Actuals reflect a one-time increase due to a settlement reimbursement received.
(4) Fiscal Year 2023-24 reflects a one-time increase in expenditure due to legal settlements.
(5) Beginning in Fiscal Year 2023-24, Engineering and Public Works were combined into the Public Works & Engineering Department due to a reorganization.
(6) The main categories of "Transfers in" are for cost allocation for central services, repayment to the General Fund for past-year advances and lease revenues from the Fire District. The main categories of "Transfers out" are capital improvements and minor amounts to community facilities districts.
(7) The difference in "Fund Balance-end of year" in Fiscal Year 2021-22 and Fiscal Year 2022-23 is due to a restatement of prior year's expenditures for contributions to the City's Section 115 trust.
Source: City of Fontana Comprehensive Annual Financial Report for Fiscal Years 2020-21 through 2023-24.

General Fund Major Revenues By Source

A summary of the primary General Fund revenues received by the City in the last five Fiscal Years, and budgeted General Fund revenues for Fiscal Year 2024-25, is set forth in the following table. Certain general fund taxes currently imposed by the City are affected by Proposition 218. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Proposition 218 – Article XIIIC and Article XIIID."

Table 4
CITY OF FONTANA
General Fund Major Tax Revenues by Source
(000's)

Revenue Source	Audited FY 2020-21	Audited FY 2021-22	Audited FY 2022-23	Audited FY 2023-24	% of Total(1)	Estimated FY 2024-25(2)	Adopted Budget 2025-26
Sales Taxes	51,408,188	56,726,526	59,102,489	55,887,448	35.42%	54,154,214	54,914,670
Measure T(3)	N/A	N/A	N/A	N/A	N/A	10,300,000	42,740,750
Property Taxes	30,768,978	33,306,316	37,020,598	41,365,516	26.21%	44,826,907	46,948,270
Business license taxes	6,753,437	7,569,458	8,384,750	11,932,231	7.56%	10,425,570	10,150,820
Transient occupancy taxes	1,132,091	1,374,182	1,302,569	1,144,605	.73%	1,030,166	1,023,750
Franchise Taxes	8,237,783	9,206,958	10,574,272	10,749,509	6.81%	10,822,606	11,078,300
Charges for Services	11,750,773	15,407,066	16,174,908	18,353,240	11.63%	19,039,955	19,589,090
Investment earnings	3,821,817	(1,966,368)	4,381,331	6,544,409	4.15%	5,069,935	2,959,670
Other Revenue Sources(4)	27,752,258	14,228,031	14,597,871	11,824,913	7.49%	15,213,010	10,333,660
Total	141,625,324	135,852,168	151,538,789	157,801,870	100.00%	170,882,363	199,738,980

(1) Reflects percentage of total Fiscal Year 2023-24 General Fund revenues.
(2) Estimated; subject to change.

(3) City's new transaction use tax revenue, otherwise referred to Measure T, that was voted in by voters in November 2024 and effective April 1, 2025. Fiscal Year 2024-25 includes two months of the anticipated new revenue with 2025-26 being the first full year the revenue will be collected.
(4) "Other Revenues Sources" consist of license and permit fees, intergovernmental revenues, fines and forfeitures, contribution from other governments and other revenues. Fiscal Year 2024-25 Estimated Actuals reflect a one-time increase due to a settlement reimbursement received. See Table 1.
Source: City of Fontana.

Sales and Use Taxes

General. A sales tax, and effective April 1, 2025, a use tax ("Measure T") is imposed on retail sales or consumption of personal property. Voters approved Measure T in November 2024, and it became effective on April 1, 2025. Measure T is a 1% general tax, and there are no legal constraints on the use of revenues attributable to Measure T. Measure T will remain in place unless voters rescind it in a future election.

As shown in Table 4, sales and use tax revenues represented the largest source of tax revenues for the City's General Fund in each of Fiscal Years 2020-21 through 2023-24, comprising approximately 35.42% of the City's total General Fund revenues for Fiscal Year 2023-24. In Fiscal Year 2023-24, the City's sales tax revenues totaled approximately $55.9 million, a $3.2 million decrease of approximately 5.4% compared to sales tax revenues of approximately $59.1 in Fiscal Year 2022-23. The City estimates sales tax and Measure T revenues will total approximately $64.5 million in Fiscal Year 2024-25, which will include only two months of Measure T revenues due to its effective date.

Based on the 2025-27 Adopted Budget, the City's sales and use tax revenues are projected at $97.7 million for Fiscal Year 2025-26. This represents a substantial increase from revenues for Fiscal Year 2024-25, primarily due to the impact of Measure T.

The City's sales and use tax revenue represents the City's share of the sales and use tax imposed on taxable transactions occurring within the City's boundaries. The sales tax is governed by the Bradley-Burns Uniform Local Sales and Use Tax Law, set forth in California Revenue and Taxation Code Section 7200 et seq. As of April 1, 2025, local sales tax rate in the City is 8.75%, of which the City is allocated 2%. The State collects and administers the tax, and makes distributions on taxes collected within the City as follows:

Table 5
CITY OF FONTANA
Sales Tax Rates

	Rate
State	6.00%
County of San Bernardino	0.75
City Sales Tax	1.00
Measure T local tax	1.00
Total	**8.75%**

Source: California Department of Tax and Fee Administration.

The State's actual administrative costs with respect to the portion of sales taxes allocable to the City are deducted before distribution and are determined on a quarterly basis. Sales tax revenue collected by the State is directly deposited monthly to the City's General Fund. For a summary of historical taxable transactions in the City, see "– History of Taxable Transactions."

Certain transactions are exempt from the State sales tax, including sales of the following products:

- food products for home consumption;
- prescription medicine;
- newspapers and periodicals;
- edible livestock and their feed;
- seed and fertilizer used in raising food for human consumption; and
- gas, electricity and water when delivered to consumers through mains, lines and pipes.

This is not an exhaustive list of exempt transactions. A comprehensive list can be found in the CDTFA's March 2018 publication entitled "Sales and Use Taxes: Exemptions and Exclusions," which can be found on the CDTFA's website at http://www.cdtfa.ca.gov. *The reference to this Internet website is shown for reference and convenience only; the information contained within the website may not be current and has not been reviewed by the City and is not incorporated in this Official Statement by reference.*

In June 2018, the United States Supreme Court published its decision in *South Dakota v. Wayfair* (the "**Wayfair Decision**"), in which the Supreme Court held that sales to a customer in a particular state alone are sufficient to create a nexus for purposes of determining whether a seller is required to collect sales taxes of the applicable state. Prior to the Wayfair Decision, courts had interpreted the dormant Commerce Clause of the United States Constitution to require that a company have physical nexus in a state in order for the seller to be liable for the collection of that state's sales tax. Physical nexus is defined as having either property or payroll in the state, including a resident employee working from home or inventory stored in that state. The State of California has issued guidance in response to the Wayfair Decision. Under such guidance, beginning April 1, 2019, retailers located outside of the State are required to register with the California Department of Tax and Fee Administration (the "**CDTFA**"), collect the California use tax, and pay the tax to the CDTFA based on the amount of their sales into California, even if they do not have a physical presence in the state. The new collection requirements apply to retailers if during the preceding or current calendar year certain sales thresholds are met. The new collection requirements apply to taxable sales of tangible personal property to California consumers on and after April 1, 2019, and are not retroactive. Additionally, the State's passage of Assembly Bill 147, signed by the Governor on April 25, 2019, provides the implementation rules for the Wayfair Decision in California. The City is unable to predict the impact that the Wayfair Decision will have on its sales tax revenues.

Sales Tax Collection Procedures. Collection of the sales and use tax is administered by the CDTFA. This process was formerly administered by the State Board of Equalization. The Taxpayer Transparency and Fairness Act of 2017, which took effect July 1, 2017, restructured the State Board of Equalization and separated its functions among three separate entities: the State Board of Equalization, the CDTFA, and the Office of Tax Appeals. The State Board of Equalization will continue to perform the duties assigned to it by the state Constitution, while all other duties will be transferred to the newly established CDTFA and the Office of Tax Appeals. CDTFA will handle most of the taxes and fees previously collected by the State Board of Equalization, including sales and use tax.

Under the Sales and Use Tax Law, all sales and use taxes collected by the CDTFA under a contract with any city, city and county, or county are required to be transmitted by the CDTFA to such city, city and county, or county periodically as promptly as feasible. These transmittals are required to be made at least twice in each calendar quarter.

Under its procedures, the CDTFA projects receipts of the sales and use tax on a quarterly basis and remits an advance of the receipts of the sales and use tax to the City on a monthly basis. The amount of each monthly advance is based upon the CDTFA's quarterly projection. During the last month of each quarter, the CDTFA adjusts the amount remitted to reflect the actual receipts of the sales and use tax for the previous quarter.

According to the CDTFA, it distributes quarterly tax revenues to cities, counties, and special districts using the following method. Using the prior year's quarterly tax allocation as a starting point, the CDTFA first eliminates nonrecurring transactions such as fund transfers, audit payments, and refunds, and then adjusts for growth, to establish the estimated base amount. The CDTFA disburses 90% to each local jurisdiction in three monthly installments (advances) prior to the final computation of the quarter's actual receipts. Ten percent is withheld as a reserve against unexpected occurrences that can affect tax collections (such as earthquakes, fire, or other natural disaster) or distributions of revenue such as unusually large refunds or negative fund transfers. The first and second advances each represent 30% of the 90% distribution, while the third advance represents 40%. One advance payment is made each month, and the quarterly reconciliation payment (clean-up) is distributed in conjunction with the first advance for the subsequent quarter. Statements showing total collections, administrative costs, prior advances, and the current advance are provided with each quarterly clean-up payment.

History of Taxable Transactions. A summary of historic taxable sales within the City for calendar years 2020 through 2024 is shown in the following table.

Table 6
CITY OF FONTANA
Taxable Sales by Category
(in thousands)

Business	2020	2021	2022	2023	2024
Motor Vehicle and Parts Dealers	$952,097	$1,144,571	$1,125,709	$1,166,201	$1,132,610
Home Furnishings and Appliance Stores	56,200	61,817	71,486	71,596	34,185
Building Material, Garden Equip & Supplies	300,895	314,009	298,306	222,194	225,216
Food and Beverage Stores	159,406	165,007	173,417	177,660	168,529
Gasoline Stations	293,760	474,023	633,123	562,464	517,572
Clothing and Clothing Accessories Stores	103,093	165,403	161,135	163,477	167,125
General Merchandise Stores	338,935	392,781	414,044	390,789	371,373
Food Services and Drinking Places	318,157	397,533	417,610	433,690	448,282
Other Retail Group	245,737	277,944	274,768	270,957	216,053
Total Retail and Food Services	2,768,279	3,393,088	3,569,600	3,459,027	3,280,945
All Other Outlets	868,856	981,271	1,235,018	1,224,063	1,178,342
Total All Outlets	$3,637,135	4,374,359	$4,804,618	$4,683,090	$4,459,287

Source: State Department of Tax and Fee Administration.

Property Taxes

General. As shown in Table 4, property tax revenues represented the second largest source of tax revenues for the City's General Fund in each of Fiscal Years 2020-21 through 2023-24, comprising approximately 26.21% of the City's total General Fund revenues for Fiscal Year 2023-24. The figures shown in Table 4 for property tax revenues include property tax that the City received in lieu of vehicle license tax (see "– Vehicle License Fees" below). The City's property tax revenues are estimated at approximately $44.8 million for Fiscal Year 2024-25. Based on the 2025-27 Adopted Budget, the City's property tax revenues are projected at $46.9 million for Fiscal Year 2025-26.

Property taxes have been the primary revenue source affected by voter initiatives and legislative actions. With approval of Proposition 13, property tax revenues were first curtailed over 35 years ago when they were reduced by two-thirds and thereafter limited to 2% annual increases or the consumer price index, whichever was less. and property tax assessment appeals could depress property tax revenue growth over time.

Vehicle License Fees. The State imposes a Vehicle License Fee (the "**VLF**"), which is the portion of the fees paid in lieu of personal property taxes on a vehicle. The VLF is based on vehicle value and declines as the vehicle ages. Prior to the adoption of the State Budget for Fiscal Year 2004-05, the VLF was 2% of the value of a vehicle. Through legislation in prior Fiscal Years, the State enacted VLF reductions under which the State was required to "backfill" local governments for their revenue losses resulting from the lowered fee. The State Budget for Fiscal Year 2004-05 permanently reduced the VLF from 2% to 0.65% of the value of a vehicle and removed the requirement for backfill payments, providing instead that the amount of the backfill requirement will be met by an increase in the property tax allocation to cities and counties. 100% of the VLF revenues the City receives from the State can be used for City general purposes. See "– State Budget."

In Fiscal Year 2023-24, the City received VLF revenues and property tax revenues in lieu of VLF totaling approximately $31.2 million, representing approximately 18.3% percent of the City's General Fund revenues for Fiscal Year 2023-24. Based on the 2024-25 Adopted Budget, the City's VLF revenues are estimated at $34.2 million, representing approximately 20.0% of the City's total budgeted General Fund revenues for Fiscal Year 2024-25.

Levy and Collection. Property taxes are levied for each fiscal year on taxable real and personal property as of the preceding January 1. For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State-assessed public utilities property and real property the taxes on which are a lien sufficient, in the opinion of the County Assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll."

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year, and become delinquent on December 10 and April 10, respectively. A penalty of 10% attaches immediately to all delinquent payments. Property on the secured roll with respect to which taxes are delinquent become tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of a penalty of 1% per month to the time of redemption, plus costs and a redemption fee. If taxes are unpaid for a period of five years or more, the property is deeded to the State of California and may be sold at public auction.

Property taxes on the unsecured roll are due as of the January 1 lien dates and become delinquent on August 31. A 10% penalty attaches to delinquent unsecured taxes. If unsecured taxes are unpaid at 5:00 p.m. on October 31, an additional penalty of 1% attaches to them on the first day of each month until paid. The County has four ways of collecting delinquent unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a judgment in the office of the County Clerk specifying certain facts in order to obtain a lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee. Beginning in 1978-79, Proposition 13 and its implementing legislation shifted the function of property tax allocation to the counties, except for levies to support prior voted debt, and prescribed how levies on countywide property values are to be shared with local taxing entities within each county.

ERAF Shift Legislation. Certain property taxes have been shifted from local government agencies to schools by the State Legislature for deposit in the Education Revenue Augmentation Fund ("**ERAF**"), a shift that has resulted in diversion of City property taxes since Fiscal Year 1992-93. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Proposition 1A" and "– Proposition 22." There can be no assurance that the State will not undertake future ERAF shifts.

Assessed Valuation. All property is assessed using full cash value as defined by Article XIIIA of the State Constitution. State law provides exemptions from ad valorem property taxation for certain classes of property such as churches, colleges, non-profit hospitals, and charitable institutions. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS."

Future assessed valuation growth allowed under Article XIIIA (new construction, certain changes of ownership, 2% inflation) will be allocated on the basis of "situs" among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and schools will share the growth of "base" revenues from the tax rate area. Each year's growth allocation becomes part of each agency's allocation in the following year.

Assessed Valuation History. The following table shows the City's assessed valuation for Fiscal Years 2016-17 through 2025-26, which reflects a 112% increase in value since 2016-17.

Table 7
CITY OF FONTANA
Assessed Value of Taxable Property
Fiscal Years 2016-17 through 2025-26

Fiscal Year	Secured Property	Secured Utility	Unsecured Property	Total Taxable Assessed Value	% Change
2016-17	$16,070,268,385	$10,141	$748,882,833	$16,819,161,359	--
2017-18	16,955,778,326	0	765,457,641	17,721,235,967	5.09%
2018-19	18,862,239,266	10,141	804,180,873	19,666,430,280	10.98%
2019-20	20,266,174,605	0	893,910,903	21,160,085,508	7.59%
2020-21	21,549,068,307	0	954,475,194	22,503,543,501	6.35%
2021-22	23,070,587,354	0	955,113,724	24,025,701,078	6.76%

2022-23	26,048,285,962	0	970,981,590	27,019,267,552	12.46%
2023-24	29,019,307,925	0	1,153,500,322	30,172,808,247	11.67%
2024-25	31,737,468,027	0	1,329,297,356	33,066,765,383	9.59%
2025-26*	34,307,337,928	0	1,431,742,965	35,739,080,893	8.1%

*2025-26 values provided by the County Assessor
Source: California Municipal Statistics.

Proposition 13 and Proposition 8 Property Value Adjustments. Proposition 13, passed in 1978, established the base year value concept for property tax assessments. Under Proposition 13, the 1975-76 fiscal year serves as the original base year used in determining the assessment for real property. Thereafter, annual increases to the base year value are limited to the inflation rate, as measured by the California Consumer Price Index, or 2%, whichever is less. A new base year value, however, is established whenever a property, or portion thereof, has had a change in ownership or has been newly constructed.

Proposition 8, enacted in 1978, allows for a temporary reduction in assessed value when a property suffers a "decline-in-value." As of the January 1st (lien date) each year, the Assessor must enroll either a property's Proposition 13 value (adjusted annually for inflation by no more than 2%) or its current market value, whichever is less. When the current market value replaces the higher Proposition 13 value, the lower value is commonly referred to as a "Proposition 8 Value." "Proposition 8 values" are temporary and, once enrolled, must be reviewed annually by the assessor until the Proposition 13 adjusted base year value is enrolled.

***No Teeter Plan*.** The County has implemented the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (known as the "**Teeter Plan**"), as provided for in Section 4701 *et seq*. of the Revenue and Taxation Code of the State. However, the City has elected not to participate in the County's Teeter Plan and the City is therefore exposed to the risk of delinquencies in the payment of property taxes. However, the City also receives penalties and interest when property taxes are paid late. Substantial delinquencies in the payment of property taxes in the City could have an adverse effect on the City's ability to make timely payments on the Series 2025A Bonds.

Property Tax Levies and Collections. The following table shows secured property tax levies and tax collections for Fiscal Years 2019-20 through 2024-25. The amounts shown are for City property taxes only.

Table 8
CITY OF FONTANA

Secured Property Tax Levies and Collections [1]

Fiscal Year	Total Tax Levy	Collected within Fiscal Year of Levy		Collections in Subsequent Years[2]	Tax Collections to Date	
		Amount	Percent of Levy		Amount	Percent of Levy
2019-20	$155,079,893	$150,276,972	96.90%	N/A	$160,025,650	103.19%
2020-21	165,790,631	163,224,145	98.45%	N/A	172,050,509	103.78%
2021-22	177,815,170	154,626,525	86.96%	N/A	188,891,255	106.23%
2022-23	200,945,869	205,420,805	102.23%	N/A	215,154,745	107.07%
2023-24	225,258,107	230,646,962	102.39%	N/A	245,790,595	109.12 %
2024-25	[_]	[_]	[_]%	[_]	[_]	[_]%

(1) Includes property taxes collected in the former project areas of the City's former redevelopment agency. Also includes amounts collected by the City and Redevelopment Agency that were passed-through to other agencies

(2) Data provided by the San Bernardino County Assessor's Office for collection of prior year taxes does not segregate the information by fiscal year. Therefore, the City is not able to provide this information in the above schedule.

Source: San Bernardino's Auditor-Controller's Office.

Major Property Taxpayers. The top ten property taxpayers, based on assessed values of taxable property in the City, as shown on the 2024-25 tax roll, are set forth in the following table.

Table 9
CITY OF FONTANA
Top Ten Taxpayers Based on Assessed Value
Fiscal Year 2024-25

Property Owner	Taxable Assessed Value	% of Total
1. Prologis Inc.	$817,934,606	2.58%
2. Rexford Industrial LP	641,700,969	2.02
3. GLC Fontana LLC	241,434,234	0.76
4. San Gabriel Valley Water Co	213,224,373	0.67
5. Lit Industrial LP	177,654,815	0.56
6. Fontana Foothills Commerce Center LP	167,292,848	0.53
7. I-15 Logistics LLC	148,598,730	0.47
8. Vintage Park East LLC	143,828,027	0.45
9. IDIL West Valley Logistics Center LLC	130,978,354	0.41
10. Fontana Fulfillment Center ILP LLC	129,540,000	0.41
TOTAL	$2,812,186,956	8.86

Source: San Bernardino County Assessor. California Municipal Statistics.

Redevelopment Dissolution Act. The State's Community Redevelopment Law (codified in Part 1 of Division 24 of the California Health and Safety Code) authorized the redevelopment agency of any city or county to receive an allocation of tax revenues resulting from increases in assessed values of properties within designated redevelopment project areas (the "incremental value") occurring after the year the project area is formed. In effect, local taxing agencies, such as the City, realize tax revenues only in the assessed value of such property at the time the redevelopment project is created for the duration of such redevelopment project. Although Assembly Bill No. 26 ("**AB X1 26**"), enacted on June 29, 2011 as Chapter 5 of Statutes of 2011, statutorily dissolved redevelopment agencies as of February 1, 2012, the enforceable obligations of dissolved redevelopment agencies, continue to be paid from property taxes derived from such incremental value until the enforceable obligations are paid in full in accordance with Parts 1.8 (commencing with Section 34161) and 1.85 (commencing with Section 34170) of Division 24 of the Health and Safety Code of the State, as amended on June 27, 2012 by Assembly Bill No. 1484 ("**AB 1484**"), enacted as Chapter 26, Statutes of 2012, and as such statutory provisions have and may further be amended from time to time (as amended, the "**Dissolution Act**"). Pursuant to the Dissolution Act, the City's former redevelopment agency, the Fontana Redevelopment Agency (the "**Former Agency**") was dissolved and succeeded by the Successor Agency to the Fontana Redevelopment Agency (the "**Successor Agency**").

Under the Dissolution Act, taxing entities, such as the City, are to receive distributions (in proportion to such taxing entity's share of property tax revenues in the tax rate area for the applicable fiscal year) of residual amounts of property taxes attributable to incremental value on each June 1 and January 2, commencing June 1, 2012, after payment of (i) tax sharing obligations established previously pursuant to the Community Redevelopment Law, (ii) enforceable obligations of the successor agency to the former redevelopment agency, and (iii) an administrative cost allowance to such successor agency. As enforceable obligations of the former

redevelopment agency and its successor agency are paid and retired, residual amounts of property tax revenues attributable to redevelopment project area incremental value are expected to increase over time.

In 2014, in accordance with the Dissolution Act, the State Controller's Office reviewed all asset transfers made by the Former Agency to the City and any other public agency after January 1, 2011. Based on its review the State Controller's Office concluded that the Former Agency made unallowable transfers to the City totaling approximately $7.1 million. In response, the State Controller's Office issued an order directing the City to turn over such funds to the Successor Agency. As of the date hereof, no such funds have been turned over by the City to the Successor Agency.

The City believes, in consultation with legal counsel, that the obligations of the former redevelopment agency due to the City are valid enforceable obligations payable by the successor agency trust under the requirements of the Dissolution Act. The City's position on this issue is not a position of settled law and there is considerable legal uncertainty regarding this issue. It is reasonably possible that a legal determination may be made at a later date by an appropriate judicial authority that would resolve this issue unfavorably to the City. In the event that this issue is resolved unfavorably to the City, the City does not believe it will materially adversely affect its ability to make Base Rental Payments under the Lease Agreement as scheduled.

Charges for Services

The City provides various services which generate revenue for the General Fund. Services provided by the City include building construction and planning fees, engineering encroachment inspections, police fees such as fingerprinting, police reports, and towing, ambulance services and the administration of local assessment districts, as well as recreation fees including class registrations, center rentals, sports, pool, field and court revenues. As shown in Table 4, charges for services represented the third largest source of tax revenues for the City's General Fund in each of Fiscal Years 2020-21 through 2023-24, comprising approximately 11.63% of the City's total General Fund revenues for Fiscal Year 2023-24. The City's charges for services are estimated to total $19.0 million for Fiscal Year 2024-25, an increase of approximately $686,715 (or less than 3.74%) when compared to Fiscal Year 2023-24. Based on the 2025-27 Adopted Budget, the City's charges for services revenues are projected at $19.6 million for Fiscal Year 2025-26.

Not included in the Fiscal Year 2025-26 Adopted Budget charges for services revenue figures are fee increases that were approved by the City Council on July 22, 2025, with an effective date of January 1, 2026. A summary of the fee increases by department are as follows:

Department	Average Fee Increase
Building & Safety	69%
Code Compliance	3%
Environmental	53%
Engineering	29%
Police	3%
Planning	11%

Franchise Taxes

The City levies a franchise fee on its cable television, trash collection, utility franchises, taxi cabs, and natural gas piping. As shown in Table 4, franchise taxes represented the sixth largest source of tax revenues for the City's General Fund in each of Fiscal Years 2020-21 through 2023-24, comprising approximately 6.81% of the City's total General Fund revenues for Fiscal Year 2023-24. The City's franchise taxes are estimated to total $10.8 million for Fiscal Year 2024-25. Based on the 2025-27 Adopted Budget, the City's franchise taxes are projected to remain at $11.1 million for Fiscal Year 2025-26.

Business License Taxes

The City levies a business license tax based principally on gross receipts and on number of employees. The tax was not approved by majority vote of the electorate, although the current tax was approved prior to the passage of Proposition 62 and has not been increased. As shown in Table 4, business license taxes represented the fourth largest source of tax revenues for the City's General Fund in each of Fiscal Years 2020-21 through 2023-24, comprising approximately 7.56% of the City's total General Fund revenues for Fiscal Year 2023-24. The City's business license taxes are estimated to total $10.4 million for Fiscal Year 2024-25.

Long-Term General Fund Obligations

In addition to the Series 2025A Bonds, the City makes scheduled periodic payments pursuant to certain other outstanding long term agreements. Below are descriptions of the City's outstanding long-term agreements, in connection with which General Fund appropriations are made annually. This excludes bonds payable by the City or its related entities from special revenues, such as special tax bonds and tax allocation bonds. For additional information, see the notes to the City's 2023-24 audited financial statements included in Appendix C.

2014 Bonds. In November 2014, the Authority issued its Lease Revenue Refunding Bonds, Series 2014A (the "**2014 Bonds**"), in the original principal amount of $37,675,000. The 2014 Bonds are outstanding in the aggregate principal amount of $24,375,000. A portion of the proceeds of the Series 2025A Bonds will be used to refinance all of the outstanding 2014 Bonds. See "FINANCING PLAN – Refinancing of 2014 Bonds."

2021 Bonds. In November 2021, the Authority issued its Lease Revenue Refunding Bonds, Series 2021A (the "**2021 Bonds**"), in the original principal amount of $23,125,000. The 2021 Bonds are outstanding in the aggregate principal amount of $21,655,000. The 2021 Bonds pay interest semi-annually at a rate of 4.000% and mature from November 2022 through November 2051.

SANBAG Loan. In 2020, the City entered in a project funding agreement (the "**SANBAG Agreement**") with the San Bernardino Associated Governments ("**SANBAG**") for the Interstate 15 Duncan Canyon Interchange Project. Under the SANBAG Agreement, SANBAG contributed $12 million of State Proposition 1B Corridor Mobility Improvement funds to the project. Under the SANBAG Agreement, the City agreed to reimburse SANBAG for approximately $4.1 million of such funding (the "**SANBAG Loan**"). The SANBAG Loan matures in 2030, bears 0% interest, and had an outstanding balance of $1,629,608 million as of June 30, 2025.

Overlapping Debt Statement

Set forth below is a direct and overlapping debt report (the "**Debt Report**") prepared by California Municipal Statistics, Inc. and dated August 5, 2025. This Debt Report is included for general information purposes only. The City has not reviewed the Debt Report for completeness or accuracy.

Table 10
CITY OF FONTANA
Direct and Overlapping Debt

City FY 2024-25 Assessed Valuation: $33,066,765,383

OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 9/1/25
Metropolitan Water District	0.657%	$112,708
Chaffey Community College District	16.807	74,048,281
San Bernardino Community College District	3.669	36,807,216
Chaffey Joint Union High School District	7.072	44,210,270
Colton Joint Unified School District	16.409	31,820,042
Fontana Unified School District	77.827	297,664,803
Rialto Unified School District	8.00	9,895,616
Etiwanda School District	29.789	32,814,050
Colton Joint Unified School District Community Facilities District No. 3	100	4,740,000
Etiwanda School District Community Facilities District No. 4	100	-
Etiwanda School District Community Facilities District No. 7	30.10	1,476,405
Etiwanda School District Community Facilities District No. 8	21.998	632,443
Etiwanda School District Community Facilities District No. 9	29.069	1,603,155
Etiwanda School District Community Facilities District No. 2001-1	100	1,820,000
Etiwanda School District Community Facilities District No. 2004-1 I.A. No. 1 & 2	100	14,750,000
City of Fontana Community Facilities Districts	100	234,250,000
California Statewide Community Facilities District Assessment District No. 2020-3	100	790,000
TOTAL OVERLAPPING TAX AND ASSESSMENT DEBT		$787,434,989
DIRECT AND OVERLAPPING GENERAL FUND DEBT:		
San Bernardino County General Fund Obligations	9.678%	$9,752,037
San Bernardino County Flood Control District General Fund Obligations	9.678	3,609,410
Chaffey Community College District General Fund Obligations	16.807	3,658,884
Colton Joint Unified School District General Fund Obligations	16.409	892,306
Fontana Unified School District Certificates of Participation	77.827	10,518,319
Rialto Unified School District Certificates of Participation	8.000	3,897,555
Cucamonga School District Certificates of Participation	4.908	44,368
City of Fontana General Fund Obligations	**100**	**46,030,000**(1)
TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT		$78,402,879
OVERLAPPING TAX INCREMENT DEBT (Successor Agencies):	6.003 - 100%	$167,256,007
COMBINED TOTAL DEBT		$1,033,093,875(2)

Ratios to 2024-25 Assessed Valuation:

Total Overlapping Tax and Assessment Debt	2.38%
Total Direct Debt ($46,030,000)	**0.14%**
Combined Total Debt	3.12%

Ratios to Redevelopment Successor Agency Incremental Valuation ($23,643,716,856):

Total Overlapping Tax Increment Debt	0.71%

(1) Excludes the Series 2025A Bonds.
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.
Source: California Municipal Statistics, Inc.

Employee Retirement System

This section contains certain information relating to the California Public Employees' Retirement System ("**CalPERS**"). The information is primarily derived from information produced by CalPERS, its independent accountants and actuaries. The City has not independently verified the information provided by CalPERS and makes no representations and expresses no opinion as to the accuracy of the information provided by CalPERS.

The Comprehensive Annual financial reports of CalPERS are available on its Internet website at www.calpers.ca.gov. The CalPERS website also contains CalPERS' most recent actuarial valuation reports and other information concerning benefits and other matters. Such information is not incorporated by reference in this Official Statement. Neither the City nor the Underwriter can guarantee the accuracy of such information. Actuarial assessments are "forward-looking" statements that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or may be changed in the future. Actuarial assessments will change with the future experience of the pension plans.

Description of Plans. All qualified permanent and probationary employees are eligible to participate in the City's separate Safety (police and fire) (the "**Safety Plan**") and Miscellaneous (all other) Plans (the "**Miscellaneous Plan**" and together with the Safety Plan, the "**Plans**"), an agent multiple-employer defined benefit pension plan administered by CalPERS.

Benefits Provided. CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. The provisions and benefits of each Plan that were in effect as of June 30, 2024, are summarized as follows:

Miscellaneous Plan

Hire Date	Prior to July 1, 2011	On or after July 1, 2011
Benefit formula	2.5% @ 55	2% @ 62
Final Average Compensation Period	Highest 1-year salary	Final 3-year average
Benefit vesting schedule	5 yrs credited service	5 yrs credited service
Benefit payments	Monthly	Monthly
Retirement age	55 and above	55 and above
Monthly benefit basis	Benefit factor, years of	Benefit factor, years of
Required employee contribution rates	8.00%	7.00%
To be paid by employee	3.00%	7.00%
To be paid by the city	5.00%	0%
Required employer contribution rates	10.21%	10.21%

Source: City of Fontana Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2024.

Safety Plan

	Tier I	Tier II	Tier III
Hire Date	Prior to July 1, 2011	On or after July 1, 2011	After January 1, 2013
Benefit formula	3% @ 50	3% @ 55	2.7% @ 57
Final Average Compensation Period	Highest 1-year salary	Final 3-year average	Final 3-year average
Benefit vesting schedule	5 yrs credited service	5 yrs credited service	5 yrs credited service
Benefit payments	Monthly	Monthly	Monthly
Retirement age	50 and above	50 and above	50 and above
Monthly benefit basis	Benefit factor, years of	Benefit factor, years of	Benefit factor, years of
Required employee contribution rates	9.00%	9.00%	12.5%
To be paid by employee	0%	9.00%	12.5%
To be paid by the city	9.00%	0%	0%
Required employer contribution rates	21.51%	21.51%	21.51%

Source: City of Fontana Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2024.

Employees Covered. As of the June 30, 2023 measurement date, the following employees were covered by the benefit terms of each Plan:

	Miscellaneous	**Safety**
Inactive employees or beneficiaries currently receiving benefits	557	208
Inactive employees entitled to but not yet receiving benefits	1013	73
Active employees	502	189
Total	2,072	470

Source: City of Fontana Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2024.

California Public Employees' Pension Reform Act of 2013. Employees hired prior to January 1, 2013 and have remained under continuous employment with a CalPERS agency are considered "Classic" employees. California Public Employees' Pension Reform Act of 2013 ("**PEPRA**"), which was signed by the State Governor on September 12, 2012, established a new pension benefit tier for employees who were hired on and after January 1, 2013, who were not previously CalPERS members or have left employment with a CalPERS agency for more than 6 months.

PEPRA adjusted the benefit formulas, required employee contribution, calculation of benefits and maximum pay, as well as other benefits. PEPRA employees receive the following benefit formulas: (i) 2.0% at age 62 formula for Miscellaneous employees; and (ii) 2.7% at age 57 for Safety employees. Employees are required to pay at least 50% of the total (annual) normal cost rate, and are required to make the full amount of required employee contributions themselves under PEPRA. Retirement benefits for such employees are calculated on the highest average annual compensation over a consecutive 36-month period. Accordingly, retirement benefits for PEPRA miscellaneous employees are calculated as 2% of the average final 36 months compensation and retirement benefits for PEPRA safety employees are calculated as 2.7% of the average final 36 months of compensation. Retirement benefits for Classic miscellaneous employees are calculated as 2% of the average final 12 months of compensation and retirement benefits for Classic safety employees are calculated as 3% of the average final 12 months compensation. Retroactive benefits increases are also prohibited, as are contribution holidays, and purchases of additional non-qualified service credit. PEPRA also capped pensionable income

as noted below. Maximum amounts are set annually, subject to adjustment in accord with the Consumer Price Index.

CalPERS Pension Compensation Limits for Calendar Year 2025 (Classic and PEPRA members)

	Classic	*PEPRA*
Maximum Pensionable Income	$350,000	$186,0961[(1)]

(1) The Maximum Pensionable income for PEPRA members employed at agencies that participate in Social Security is $155,081.
Source: CalPERS Payroll Circular Letter dated January 2, 2025.

Additional employee contributions, limits on pensionable compensation and higher retirement ages for new members as a result of the passage of PEPRA are expected to reduce the City's unfunded pension lability and potentially reduce City contribution levels in the long term.

Required Contributions. Section 20814(c) of the Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through the CalPERS annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of the employees. The City contribution rates may change if plan contracts are amended. Beginning in Fiscal Year 2017-18, CalPERS collects employer contributions for each plan as a percentage of payroll for the normal cost portion and as a dollar amount for contributions toward the UAL. The dollar amounts are billed on an annual basis. The actuarially determined normal cost rates and UAL contribution amounts for each Plan for Fiscal Years 2023-24, 2024-25 and 2025-26 are as follows:

	Fiscal Year 2023-24		Fiscal Year 2024-25		Fiscal Year 2025-26	
	Employer Normal Cost Rate	Employer Payment of UAL	Employer Normal Cost Rate	Employer Payment of UAL	Employer Normal Cost Rate	Employer Payment of UAL
Miscellaneous Plan	10.21%	$5,915,042	9.91%	$7,023,903	9.62%	$7,455,333
Safety	20.212	7,560,381	19.78	9,161,493	19.40	10,112,558

Source: CalPERS Actuarial Reports dated June 2022 and June 2023.

The City's estimated total contribution amounts (including the required normal cost and UAL contributions) and as a percentage of estimated covered payroll for the Plans in Fiscal Years 2023-24, 2024-25 and 2025-26 are as follows:

	Fiscal Year 2023-24		Fiscal Year 2024-25		Fiscal Year 2025-26	
	Total Employer Contribution	% of Covered Payroll	Total Employer Contribution	% of Covered Payroll	Total Employer Contribution	% of Covered Payroll
Miscellaneous Plan	$9,194,356	28.63%	$10,393,288	230.57%	$11,240,548	28.57%
Safety	16,072,286	62.28	16,038,189	61.52	17,249,381	62.89

Source: CalPERS Actuarial Reports dated June 2022 and June 2023.

Projected Employer Contributions. The following tables show the City's actuarially-determined required employer contribution for Fiscal Year 2025-26 and projected employer contributions (before cost sharing) for Fiscal Years 2026-27 through 2030-31 for each Plan by normal cost (expressed as a percentage of total active payroll) and amortization of the unfunded accrued liability (expressed as a dollar amount). The projections assume a 6.80% annual rate of return for Fiscal Year 2023-24 and beyond but do not include any reductions in the normal cost that will occur over time as new employees are hired into PEPRA or other lower cost benefit tiers.

Miscellaneous Plan

	Required Contribution	Projected Future Employer Contributions (Assumes 6.80% Return for Fiscal Year 2023-24 and Beyond)				
Fiscal Year	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Normal Cost %	9.62%	9.5%	9.4%	9.3%	9.2%	9.1%
UAL Payment	$7,455,333	$7,613,000	$8,056,000	$8,998,000	$9,203,000	$9,377,000

Safety Plan

	Required Contribution	Projected Future Employer Contributions (Assumes 6.80% Return for Fiscal Year 2023-24 and Beyond)				
Fiscal Year	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Normal Cost %	20.68%	10.1%	19.7%	19.3%	18.7%	18.3%
UAL Payment	$11,577,571	$12,343,000	$12,974,000	$14,125,000	$14,447,000	$14,735,000

Source: CalPERS Actuarial Reports dated June 2023.

As previously described, the City maintains the CalPERS Rate Stability Reserve to smooth out fluctuations in contribution rates to the Plans. The City estimates that the balance in the CalPERS Rate Stability Reserve was approximately $13.6 million as of June 30, 2025. See "CITY FINANCIAL INFORMATION – Reserve Policy" for additional information regarding the CalPERS Rate Stability Reserve.

Funded Status. The following table sets forth the schedule of funding for the Plans for the actuarial valuations as of June 30 of the years 2020 through 2023.

Valuation Date Ended June 30	Accrued Liability	Market Value of Assets (MVA)	Unfunded Accrued Liability	Funded Ratio	Annual Covered Payroll
Miscellaneous Plan					
2020	$237,405,409	$170,257,751	$67,147,658	71.7%	$30,257,878
2021	256,320,214	208,934,061	47,386,153	81.5	29,565,008
2022	271,275,805	191,842,864	79,432,941	70.7	31,296,639
2023	288,385,182	202,649,655	85,735,527	70.3	36,218,969
Safety Plan					
2020	$308,930,382	$187,000,928	$121,929,454	60.5%	$22,720,292
2021	335,797,625	231,632,698	104,164,927	69.0	23,756,074
2022	353,791,485	215,433,365	138,358,120	60.9	23,996,101
2023	374,555,279	231,252,951	143,302,328	61.7	25,245,954

(1) Based on the market value of assets.
Source: CalPERS Actuarial Reports Dated June 2023.

There is a two-year lag between the valuation date and the start of the contribution Fiscal Year. The UAL was determined in the June 30, 2023 actuarial valuation, but the corresponding UAL payments commence two years after the valuation date in Fiscal Year 2025-26. This two-year lag is necessary due to the amount of time needed to extract and test the membership and financial data, and the need to provide public agencies with their required employer contribution well in advance of the start of the Fiscal Year.

Net Pension Liability. The City's net pension liability for the Miscellaneous Plan and the Safety Plan totaled approximately $76,408,744 million and $134,002,270 million, respectively, measured as of June 30, 2023, using an actuarial valuation as of June 30, 2022 rolled forward to June 30, 2023 using standard update procedures. For the year ended June 30, 2024, the City recognized pension expense of $13,975,274 for the Miscellaneous Plan and $21,061,913 for the Safety Plan.

Sensitivity to Changes in Discount Rate. The discount rate used to measure the total pension liability as of June 30, 2024 with respect to the Plans was 6.90%. The following tables present the City's proportionate share of the net pension liability for the Miscellaneous Plan and the Safety Plan, calculated using the discount rate for the Plans, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 100 basis points higher or 100 basis points lower than the current rate:

Miscellaneous Plan

	1% Decrease (5.90%)	Discount Rate (6.90%)	1% Increase (7.90%)
Net Pension Liability	$116,810,263	$76,408,744	$43,510,074

Source: City of Fontana Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2024.

Safety Plan

	1% Decrease (5.90%)	Discount Rate (6.90%)	1% Increase (7.90%)
Net Pension Liability	$187,272,573	$134,002,270	$90,676,816

Source: City of Fontana Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2024.

***Potential Impacts on Future Required Contributions*.** The CalPERS Board of Administration has adjusted and may in the future further adjust certain assumptions used in the CalPERS actuarial valuations, which adjustments may increase the City's required contributions to CalPERS in future years. Accordingly, the City cannot provide any assurances that the City's required contributions to CalPERS in future years will not significantly increase (or otherwise vary) from any past or current projected levels of contributions.

Change in Assumptions/Discount Rate. The prescribed discount rate assumption, adopted by the CalPERS board on November 17, 2021, is 6.80% compounded annually (net of investment and administrative expenses) as of June 30, 2023. On April 16, 2024, the CalPERS board took action to modify the Funding Risk Mitigation Policy to remove the automatic change to the discount rate when the investment return exceeds various thresholds. Rather than an automatic change to the discount rate, a CalPERS board discussion would be placed on the calendar.

Investment Performance. CalPERS earnings reports for Fiscal Years 2013 through 2024 report investment gains of approximately 12.5%, 18.4%, 2.4%, 0.6%, 11.2%, 8.6%, 6.7%, 4.7%, 21.3%, -6.1%, 5.8%, and 9.3% respectively. The CalPERS Fiscal Year 2023-24 investment gain of 9.3% is not included as an amortization base in the most recent CalPERS valuation report and is not reflected in the numbers included herein. Future earnings performance may increase or decrease future contribution rates for plan participants, including the City. CalPERS has preliminarily reported a 11.6% investment return for Fiscal Year 2024-25.

The CalPERS website contains the most recent actuarial valuation reports for the City's Miscellaneous Plan and Safety Plan and other information that concerns benefits and other matters. The Comprehensive Annual financial reports of CalPERS are also available on CalPERS' Internet website at www.calpers.ca.gov. The textual reference to such Internet website is provided for convenience only. None of the information on such Internet website is incorporated by reference herein. Neither the City nor the Underwriter guarantee the accuracy of such information.

See "APPENDIX C – COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2024 – Note (12)" for additional information regarding the Plans, including a description of the actuarial methods and assumptions used to measure the City's net pension liability as of the June 30, 2023 measurement date.

Other Post-Employment Benefits

Plan Description. The City provides post-retirement health care benefits (the "**OPEB Plan**") in accordance with City Council approval to all employees who retire from the City on or after reaching age 50 or over with at least five years of CalPERS-credited service. The post-retirement health care benefits are provided to eligible retirees by the City, as a single-employer plan. Additional requirements are set forth in the individual contracts for executive positions or in the Memorandum of Understanding ("**MOUs**") for the five bargaining units operating within the City. The amount the City provides on the behalf of retirees is dictated in the MOUs. As of June 30, 2023, there were 234 inactive employees or beneficiaries currently receiving benefits and 572 active employees.

Contributions. The required contribution is based on projected pay-as-you-go financing requirements. For the fiscal year ending June 30, 2024, the City's cash contributions were $2,355,211 in the form of current premiums, which is funded through the General Fund, and the estimated implied subsidy was $678,629 resulting in total payments of $3,043,840.

As previously described, the City maintains the OPEB reserve to smooth out future fluctuations in associated costs. The City estimates that the balance in the OPEB Reserve was approximately $29.2 million as of June 30, 2025.

Total OPEB Liability. As of the June 30, 2023 measurement date, the City's total OPEB liability was approximately $43.5 million. The City's net OPEB liability was approximately $[_] million.

The following presents the OPEB liability of the City if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2024:

	Discount Rate – 1% 5.80%	Current Discount Rate 6.80%	Discount Rate + 1% 7.80%
Net OPEB Liability	$13,005,703	$17,181,931	$22,063,778

Source: City of Fontana Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2024.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual requires contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future.

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB. For the fiscal year ended June 30, 2024, the City recognized OPEB expense of $555,099. As of fiscal year ended June 30, 2024, the City reported deferred outflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred inflows of Resources
OPEB contributions subsequent to measurement date	$3,524,890	$--
Changes of assumptions	7,529,782	20,685,607
Net difference between projected and actual earnings on OPEB plan investments	1,886,709	--
Differences between expected and actual experience	6,277,017	11,064,549
Total	$19,218,398	$31,750,156

Source: City of Fontana Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2024.

The $3,524,890 reported as deferred outflows of resources related to contributions subsequent to the June 30, 2023 measurement date will be recognized as a reduction of the net OPEB liability during the fiscal year ending June 30, 2025.

See “APPENDIX C – COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2024 – Note (11)” for additional information regarding the Healthcare Plan, including a description of the actuarial methods and assumptions used to measure the City’s net OPEB liability as of the June 30, 2024 measurement date.

Employee Relations

The City had 657 authorized positions at the beginning of Fiscal Year 2024-25. The City’s employees are represented by the following labor groups. In the previous five years, there have not been any work stoppages by City employees.

Table 11
CITY OF FONTANA
City Employee Labor Groups

Labor Group	Number of Budgeted Employees	Contract Expiration Date
Management Confidential	117	6/30/27
Police Management	34	6/30/24[(1)]
Police Officers	182	6/30/28
City Hall	167	6/30/27
City Yard	74	6/30/27
Police Benefit	88	6/30/27

(1) The City and the respective labor groups are currently engaged in discussions regarding new collective bargaining agreements.
Source: City of Fontana.

Capital Improvement Program

The City prepares a seven-year Capital Improvement Program ("**CIP**") as part of its biennial operating budget. The CIP is used as a planning tool and identifies the City's capital improvement needs. The 2025-27 Adopted Budget includes a CIP budget for Fiscal Years 2025-26 through 2031-32 (as so adopted, the "**2026-2032 CIP Budget**"). The 2026-32 CIP Budget is $1.29 billion and includes more than 165 projects. Of such total, the 2026-32 CIP Budget includes $22.7 million in capital projects for Fiscal Year 2025-26 and $20.4 million for Fiscal Year 2026-27. The greatest funding needs in the 2026-32 CIP Budget relate to street improvements, representing approximately 53% of the total funding needs. Nearly all such street improvement projects are slated as future projects.

The City has no plans to issue Additional Bonds or other General Fund supported debt to finance additional projects in the CIP. However, there is no guarantee that the City's plans will not change.

Risk Management

The City established risk management programs for workers' compensation in 1978-79 and for general liability in 1983-84, which are accounted for in the City's General Fund. The programs are supported by contributions from the other principal City funds and intra-fund transfers.

Effective with an excess coverage insurance policy on July 1, 1992, the workers' compensation program provides for self-insurance up to a maximum of $1,000,000 per incident. The claims which exceed the limit are insured up to a maximum per incident of $45,000,000. Under the City's excess insurance policy for general liability, all claims incurred after October 1, 1992, are self-insured up to a maximum of $1,000,000 per incident. The claims which exceed the limit are insured up to a maximum per incident of $25,000,000. The City is self-insured for general liability claims incurred prior to October 1, 1992. There have been no significant changes in insurance coverage in the last three years. The amount of settlements has not exceeded the amount of insurance coverage for each of the past three fiscal years.

As previously described, the City maintains reserves to offset future liability costs. The City estimates that the balance in the Self Insurance reserve was approximately $21.5 million as of June 30, 2025.

Investment Policies and Procedures

The City's current investment policy (the "**Investment Policy**"), rendered annually to the City Council by the City Treasurer pursuant to Section 53646 of the Government Code of the State was approved by the City Council on June 30, 2025. The Investment Policy provides guidelines for the prudent investment of the unexpended cash in the City's treasury and outline policies for maximizing the efficiency of the City's cash management system. The ultimate goal is to enhance the economic status of the City while protecting its pooled cash. The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible. The City attempts to obtain the highest yield obtainable as long as investments meet the criteria established for safety and liquidity.

Cash management and investment transactions are the responsibility of the Chief Financial Officer or designee. At least quarterly, the Investment Review Committee, consisting of the City Treasurer, Chief Financial Officer/Deputy City Treasurer, City Manager, Mayor, Mayor Pro Tem, and the City's Financial Advisor shall meet to discuss the status of current investments, strategies for future investments, and other matters deemed relevant, and shall report to the City Council as necessary.

Investment of City funds is governed by the California Government Code Sections 16429.1 and 53601. Investments may not have a term or maturity at the time of investment of longer than that authorized by Section 53601 or five years (measured by settlement date) unless the City Council has granted express authority, no less than 3 months prior to the investment, for a specific investment to exceed such limit.

It should be noted that while the Government Code specifies the maximum percentage of the portfolio which may be held in each type of investment at any one time, fluctuations in the portfolio balance will prevent strict adherence to such restrictions. Therefore, percentage limitations in the Investment Policy apply to investments at the time of purchase.

The par value, market value, costs basis, and percent of total investments by market value for each category of the City's investments, as June 30, 2025, are set forth in the following table:

Table 12
CITY OF FONTANA
Investment Portfolio as of June 30, 2025

Investment Type	Cost Basis	Market Value	% of Total Market Value
Sweep Account MM	$7,648,201	$7,648,201	1.33%
U.S. Treasuries	163,520,143	164,800,152	29.28%
Agency Securities	36,079,763	37,284,048	6.62%
Corporates	77,316,026	79,075,201	14.05%
Asset Backed Securities	31,948,427	31,833,575	5.87%
115 Trust - Pension	11,727,594	13,644,923	2.42%
115 Trust - OPEB	25,693,100	29,185,553	5.18%
CA Class	199,450,387	199,450,387	35.43%
Local Agency Investment Fund	201,420	201,661	.03%
Total	$553,396,242	$562,934,882	100%

Source: City of Fontana.

State Budget

Although the City does not receive a significant portion of its annual revenues directly from the State, the State's financial condition and budget policies affect communities and local public agencies throughout the State. At various times, the State has experienced significant financial and budgetary stress.

In recent years, State budgets have been balanced. To the extent that the State budget process results in reduced revenues to the City in the future, the City could be required to make adjustments to its budget.

THE AUTHORITY

The Authority is a joint exercise of powers authority, duly organized and validly existing under and pursuant to a Joint Exercise of Powers Agreement, dated September 1, 2014 (the "**Joint Powers Agreement**"), by and between the City and the Fire Protection District (collectively, the "**Members**"). The Joint Powers Agreement was entered into pursuant to the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the California Government Code (the "**Joint Exercise of Power Act**"). The governing body of the Authority consists of the same individuals who comprise the members of the City Council.

The Authority was created for the purpose of assisting the Members with the financing of capital projects. The Authority is authorized to provide financing or refinancing of Public Capital Improvements (within the meaning of the Joint Exercise of Powers Act) for the City. Pursuant to the Joint Exercise of Powers Act, the Authority has the power to issue bonds to pay the cost of any public capital improvement.

CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS

The constitutional and statutory provisions discussed in this section have the potential to affect the ability of the City to levy taxes and spend tax proceeds for operating and other purposes.

Limitations on Revenues

Article XIIIA of the California Constitution. Article XIIIA of the State Constitution, adopted and known as Proposition 13, was approved by the voters in June 1978 and has been amended on occasions, including most recently on November 7, 2000 to reduce the voting percentage required for the passage of school bonds. Section 1(a) of Article XIIIA limits the maximum ad valorem tax on real property to one percent of "full cash value," and provides that such tax shall be collected by the counties and apportioned according to State statutes. Section 1(b) of Article XIIIA provides that the one-percent limitation does not apply to ad valorem taxes levied to pay interest and redemption charges on (i) indebtedness approved by the voters prior to July 1, 1978, or (ii) bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by the voters voting on the proposition, or (iii) bonded indebtedness incurred by a school district or community college district or county office of education for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities or the acquisition or lease of real property for school facilities, approved by 55% of the voters voting on the proposition.

Section 2 of Article XIIIA defines "full cash value" to mean the county assessor's valuation of real property as shown on the 1975-76 fiscal year tax bill, or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred. The full cash value may be adjusted annually to reflect inflation at a rate not to exceed two percent per year, or to reflect a reduction in the consumer price index or comparable data for the area under taxing jurisdiction, or may be reduced in the event of declining property value caused by substantial damage, destruction or other factors. Legislation implementing Article XIIIA provides that, notwithstanding any other law, local agencies may not levy any ad valorem property tax except the 1% base tax levied by each County and taxes to pay debt service on indebtedness approved by the voters as described above. Such legislation further provides that each county will levy the maximum tax permitted by Article XIIIA, which is $1.00 per $100 of assessed market value.

Since its adoption, Article XIIIA has been amended a number of times. These amendments have created a number of exceptions to the requirement that property be reassessed when it is purchased, newly constructed or undergoes a change in ownership has occurred. These exceptions include certain transfers of real property between family members, certain purchases of replacement dwellings for persons over age 55 and by property owners whose original property has been destroyed in a declared disaster, and certain improvements to accommodate disabled persons and for seismic upgrades to property. These amendments have resulted in marginal reductions in the property tax revenues of the City.

Both the California State Supreme Court and the United States Supreme Court have upheld the validity of Article XIIIA.

Articles XIIIC and XIIID of the California Constitution.

General. On November 5, 1996, the voters of the State approved Proposition 218, known as the "Right to Vote on Taxes Act." Proposition 218 adds Articles XIIIC and XIIID to the California Constitution and contains a number of interrelated provisions affecting the ability of the City to levy and collect both existing and future taxes, assessments, fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the "Supermajority Vote to Pass New Taxes and Fees Act." Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as "fees." Proposition 26 amended Articles XIIIA and XIIIC of the State Constitution. The amendments to Article XIIIA limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. The amendments to Article XIIIC define "taxes" that are subject to voter approval as "any levy, charge, or exaction of any kind imposed by a local government," with certain exceptions.

Taxes. Article XIIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes of the City ("**general taxes**") require a majority vote; taxes for specific purposes ("**special taxes**"), even if deposited into the City's General Fund, require a two-thirds vote. The voter approval requirements of Article XIIIC reduce the flexibility of the City to raise revenues for the General Fund, and no assurance can be given that the City will be able to impose, extend or increase such taxes in the future to meet increased expenditure needs.

Property-Related Fees, Charges and Assessments. Article XIIID also adds several provisions making it generally more difficult for local agencies to levy and maintain property-related fees, charges, and assessments for municipal services and programs. These provisions include, among other things, (i) a prohibition against assessments which exceed the reasonable cost of the proportional special benefit conferred on a parcel, (ii) a requirement that assessments must confer a "special benefit," as defined in Article XIIID, over and above any general benefits conferred, (iii) a majority protest procedure for assessments which involves the mailing of notice and a ballot to the record owner of each affected parcel, a public hearing and the tabulation of ballots weighted according to the proportional financial obligation of the affected party, and (iv) a prohibition against fees and charges which are used for general governmental services, including police, fire or library services, where the service is available to the public at large in substantially the same manner as it is to property owners.

Reduction or Repeal of Taxes, Fees and Charges. Article XIIIC also removes limitations on the initiative power in matters of reducing or repealing local taxes, assessments, fees or charges. No assurance can be given that the voters of the City will not, in the future, approve an initiative or initiatives which reduce or repeal local taxes, assessments, fees or charges currently comprising a substantial part of the City's General Fund. If such repeal or reduction occurs, the City's ability to pay debt service on the Bonds could be adversely affected.

Burden of Proof. Article XIIIC provides that local government "bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity."

Similarly, Article XIIID provides that in "any legal action contesting the validity of a fee or charge, the burden shall be on the agency to demonstrate compliance" with Article XIIID.

Impact on City's General Fund. The approval requirements of Articles XIIIC and XIIID reduce the flexibility of the City to raise revenues for the General Fund, and no assurance can be given that the City will be able to impose, extend or increase the taxes, fees, charges or taxes in the future that it may need to meet increased expenditure needs.

The City does not believe that any material source of General Fund revenue is subject to challenge under Proposition 218 or Proposition 26.

Judicial Interpretation. The interpretation and application of Articles XIIIC and XIIID will ultimately be determined by the courts with respect to a number of the matters discussed below, and it is not possible at this time to predict with certainty the outcome of such determination.

Expenditures and Appropriations. In addition to the limits Article XIIIA imposes on property taxes that may be collected by local governments, certain other revenues of the State and local governments are subject to an annual "appropriations limit" or "Gann Limit" imposed by Article XIIIB of the State Constitution, which effectively limits the amount of such revenues that government entities are permitted to spend. Article XIIIB, approved by the voters in June 1979, was modified substantially by Proposition 111 in 1990. The appropriations limit of each government entity applies to "proceeds of taxes," which consist of tax revenues, state subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed "the cost reasonably borne by such entity in providing the regulation, product or service." "Proceeds of taxes" exclude tax refunds and some benefit payments such as unemployment insurance. No limit is imposed on the appropriation of funds which are not "proceeds of taxes," such as reasonable user charges or fees, and certain other non-tax funds.

Article XIIIB also does not limit appropriation of local revenues to pay debt service on bonds existing or authorized by January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, appropriations for qualified capital outlay projects, and appropriation by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990, levels. The appropriations limit may also be exceeded in cases of emergency; however, the appropriations limit for the three years following such emergency appropriation must be reduced to the extent by which it was exceeded, unless the emergency arises from civil disturbance or natural disaster declared by the Governor, and the expenditure is approved by two-thirds of the legislative body of the local government.

The State and each local government entity has its own appropriations limit. Each year, the limit is adjusted to allow for changes, if any, in the cost of living, the population of the jurisdiction, and any transfer to or from another government entity of financial responsibility for providing services. Each school district is required to establish an appropriations limit each year. In the event that a school district's revenues exceed its spending limit, the district may increase its appropriations limit to equal its spending by taking appropriations limit from the State.

Proposition 111 requires that each agency's actual appropriations be tested against its limit every two years. If the aggregate "proceeds of taxes" for the preceding two-year period exceed the aggregate limit, the excess must be returned to the agency's taxpayers through tax rate or fee reductions over the following two years.

Statutory Revenue Limitations - Proposition 62

Proposition 62 was adopted by the voters at the November 4, 1986, general election and (a) requires that any new or higher taxes for general governmental purposes imposed by local governmental entities such as the City be approved by a two-thirds vote of the governmental entity's legislative body and by a majority vote of the voters of the governmental entity voting in an election on the tax, (b) requires that any special tax (defined as taxes levied for other than general governmental purposes) imposed by a local governmental entity be approved by a two-thirds vote of the voters of the governmental entity voting in an election on the tax, (c) restricts the use of revenues from a special tax to the purposes or for the service for which the special tax was imposed, (d) prohibits the imposition of ad valorem taxes on real property by local governmental entities except as permitted by Article XIIIA, (e) prohibits the imposition of transaction taxes and sales taxes on the sale of real property by local governmental entities, and (f) requires that any tax imposed by a local governmental entity on or after August 1, 1985, be ratified by a majority vote of the voters voting in an election on the tax within two years of the adoption of the initiative or be terminated by November 15, 1988.

Following its adoption by the voters, various provisions of Proposition 62 were declared unconstitutional at the appellate court level. On September 28, 1995, however, the California Supreme Court, in *Santa Clara City Local Transportation Authority v. Guardino*, upheld the constitutionality of the portion of Proposition 62 requiring a two–thirds vote in order for a local government or district to impose a special tax and, by implication, upheld a parallel provision requiring a majority vote in order for a local government or district to impose any general tax. The *Guardino* decision did not address whether it should be applied retroactively. In response to *Guardino*, the California Legislature adopted Assembly Bill 1362, which provided that *Guardino* should apply only prospectively to any tax that was imposed or increased by an ordinance or resolution adopted after December 14, 1995. Assembly Bill 1362 was vetoed by the Governor; hence the application of the *Guardino* decision on a retroactive basis remains unclear.

Proposition 62, as an initiative statute, does not have the same level of authority as a constitutional initiative. It is analogous to legislation adopted by the State Legislature, except that it may be amended only by a vote of the State's electorate. However, Proposition 218, as a constitutional amendment, is applicable to charter cities and supersedes many of the provisions of Proposition 62.

Proposition 1A

Proposition 1A, proposed by the Legislature in connection with the State's fiscal year 2004-2005 Budget, approved by the voters in November 2004 and generally effective in fiscal year 2006-2007, provides that the State may not reduce any local sales tax rate, limit existing local government authority to levy a sales tax rate or change the allocation of local sales tax revenues, subject to certain exceptions. Proposition 1A generally prohibits the State from shifting to schools or community colleges any share of property tax revenues allocated to local governments for any fiscal year, as set forth under the laws in effect as of November 3, 2004. Any change in the allocation of property tax revenues among local governments within a county must be approved by two-thirds of both houses of the Legislature. Proposition 1A provides, however, that beginning in fiscal year 2008-2009, the State may shift to schools and community colleges up to 8% of local government property tax revenues, which amount must be repaid, with interest, within three years, if the Governor proclaims that the shift is needed due to a severe state

financial hardship, the shift is approved by two-thirds of both houses and certain other conditions are met. The State may also approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also provides that if the State reduces the motor vehicle license fee rate currently in effect, the State must provide local governments with equal replacement revenues. Further, Proposition 1A requires the State, beginning July 1, 2005, to suspend State mandates affecting cities, counties and special districts, excepting mandates relating to employee rights, schools or community colleges, in any year that the State does not fully reimburse local governments for their costs to comply with such mandates.

Proposition 1A may result in increased and more stable City revenues. The magnitude of such increase and stability is unknown and would depend on future actions by the State. However, Proposition 1A could also result in decreased resources being available for State programs. This reduction, in turn, could affect actions taken by the State to resolve budget difficulties. Such actions could include increasing State taxes, decreasing spending on other State programs or other action, some of which could be adverse to the City.

Proposition 22

Proposition 22, entitled "The Local Taxpayer, Public Safety and Transportation Protection Act," was approved by the voters of the State in November 2010. Proposition 22 amended the state Constitution to eliminate or reduce the State's authority to (i) temporarily shift property taxes from cities, counties and special districts to schools, (ii) use vehicle license fee revenues to reimburse local governments for State-mandated costs (the State will have to use other revenues to reimburse local governments), (iii) redirect property tax increment from redevelopment agencies to any other local government, (iv) use State fuel tax revenues to pay debt service on State transportation bonds, or (v) borrow or change the distribution of State fuel tax revenues. This Proposition was intended to, among other things, stabilize local government revenue sources by restricting the State's control over local property taxes.

Unitary Property

AB 454 (Chapter 921, Statutes of 1986) provides that revenues derived from most utility property assessed by the State Board of Equalization ("**Unitary Property**"), commencing with fiscal year 1988-89, are allocated as follows: (i) each jurisdiction will receive up to 102% of its prior year State–assessed revenue; and (ii) if county–wide revenues generated from Unitary Property are less than the previous year's revenues or greater than 102% of the previous year's revenues, each jurisdiction will share the burden of the shortfall or benefit of the excess revenues by a specified formula. This provision applies to all Unitary Property except railroads, whose valuation will continue to be allocated to individual tax rate areas.

The provisions of AB 454 constitute neither an elimination of the assessment of any State–assessed properties nor a revision of the methods of assessing utilities by the State Board of Equalization. Generally, AB 454 allows valuation growth or decline of Unitary Property to be shared by all jurisdictions in a county.

Possible Future Initiatives

Articles XIIIA, XIIIB, XIIIC and XIIID and Propositions 62, 111, 218 and 1A were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiative measures could be adopted, further affecting revenues of the City or

the City's ability to expend revenues. There is no assurance that the California electorate or Legislature will not at some future time approve additional limitations.

BOND OWNERS' RISKS

The following describes certain special considerations and risk factors affecting the payment of and security for the Series 2025A Bonds. The following discussion is not meant to be an exhaustive list of the risks associated with the purchase of any Series 2025A Bonds and does not necessarily reflect the relative importance of the various risks. Potential investors in the Series 2025A Bonds are advised to consider the following special factors along with all other information in this Official Statement in evaluating the Series 2025A Bonds. There can be no assurance that other considerations will not materialize in the future.

Limited Obligations

The Series 2025A Bonds are limited obligations of the Authority payable solely from and secured solely by the Base Rental Payments pledged therefor under the Indenture, together with amounts on deposit from time to time in certain funds and accounts held by the Trustee. If for any of the reasons described below, or for any other reason, the Authority does not receive sufficient Base Rental Payments to pay debt service on the Series 2025A Bonds, the Authority will not be obligated to utilize any other of its funds, other than amounts on deposit in certain funds and accounts established under the Indenture, to pay debt service on the Series 2025A Bonds.

The Base Rental Payments are not secured by any pledge of or lien on taxes or other revenue of the City, but are payable from all funds lawfully available to the City. The City has the capacity to enter into other obligations that may constitute additional obligations against its revenues, including any Additional Bonds. In the event the City's revenue sources are less than its total obligations, the City could choose to fund other obligations before making Base Rental Payments; in that case, the failure to pay Base Rental Payments in full would constitute a default under the Lease Agreement (see "– Additional Obligations of the City" below). The same result could occur if, because of State constitutional limits on expenditures, the City is not permitted to appropriate and spend all of its available revenues; in that case, the failure to pay Base Rental Payments in full would constitute a default under the Lease Agreement. The City must adopt a balanced Budget each year, and has covenanted in the Lease Agreement to budget for, appropriate and make the Base Rental Payments in each year that it has possession and use of the Property.

Abatement of Lease

Under California law, the obligation of the City to make Base Rental Payments is contingent upon the availability of the Property for use and occupancy by the City. The Base Rental Payments will be abated proportionately during any period in which by reason of material damage or destruction, there is substantial interference with the use and occupancy of any portion of the Property by the City, and such abatement will continue until substantial completion of the work of repair or replacement of the portion of the Property damaged or destroyed; provided that, in determining the amount of abatement. Any abatement of Base Rental Payments could affect the Authority's ability to pay debt service on the Series 2025A Bonds. However, there will be no abatement of Base Rental Payments under the Lease Agreement to the extent that the proceeds of property insurance or rental interruption insurance are available to pay Base Rental Payments that would otherwise be abated.

In the event Base Rental Payments are abated, no assurances can be given that the proceeds of property insurance (which is not expected to be available to cover earthquake

damage) or rental interruption insurance will be sufficient to pay the debt service on the Series 2025A Bonds during the period of such abatement. See "SECURITY FOR THE SERIES 2025A BONDS − Abatement" and "APPENDIX B − SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS."

Notwithstanding the provisions of the Lease Agreement specifying the extent of abatement in the event of the City's failure to have full use and occupancy of the Property, such provisions may be superseded by operation of law, and, in such event, the resulting Base Rental Payments of the City may not be sufficient to pay all of the remaining principal and interest with respect to the Series 2025A Bonds.

Limitation on Remedies

The enforcement of any remedies provided for in the Lease Agreement and in the Indenture could prove to be both expensive and time-consuming. Although the Lease Agreement provides that upon the occurrence and during the continuance of an Event of Default the Trustee may take possession of and re-let the Property, no assurance can be given that the amounts received from such reletting would be sufficient to pay the principal of and interest with respect to the Series 2025A Bonds when due. See "APPENDIX B – SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS."

In addition to the limitations on remedies contained in the Lease Agreement and the Indenture, the rights and remedies provided in those documents may be limited by and are subject to provisions of federal bankruptcy laws, as now or hereafter enacted, and to other laws or equitable principles that may affect creditors' rights generally. The various legal opinions to be delivered concurrently with the issuance of the Series 2025A Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by State and federal laws, rulings and decisions affecting remedies, and by bankruptcy, reorganization or other laws of general application affecting the enforcement of creditors' rights, including equitable principles. See "– Bankruptcy Risks" below.

Limitation on Trustee's Obligations under the Indentures

The Trustee has no obligation to advance its own funds to pursue any remedies. As a consequence, the Trustee's willingness and ability to pursue any of the remedies provided in the Indenture, Lease Agreement or Assignment Agreement may be dependent upon the availability of funds from an interested party. Additionally, the Trustee is not required to acquire possession of the Property if doing so subjects it to potential liability. There can be no assurance that the Trustee will be willing and able to perform its duties under the Indenture.

Release of Property; Additional Bonds

The Authority and the City may amend the Lease Agreement to substitute or release a portion of the Property upon compliance with all of the conditions set forth in the Lease Agreement. After a substitution or release, the portion of the Property for which the substitution or release has been effected will be released from the leasehold encumbrance of the Lease Agreement. Moreover, the City may issue Additional Bonds secured by Base Rental Payments which are increased above current levels. See the captions "THE PROPERTY – Substitution or Release of the Property" and "SECURITY FOR THE SERIES 2025A BONDS – Additional Bonds."

Although the Lease Agreement requires, among other things, that the Property, as constituted after such substitution or release, have an annual fair rental value at least equal to the maximum Base Rental Payments for the Property coming due in the then-current Fiscal Year or in any subsequent Fiscal Year, it does not require that the Property have an annual fair rental value equal to the annual fair rental value of the Property prior to the substitution release of any portion thereof. Thus, a portion of the Property could be replaced with less valuable real property, or could be released altogether. Such a substitution or release could have an adverse impact on the security for the Series 2025A Bonds, particularly if an event requiring abatement of the Base Rental Payments were to occur subsequent to such substitution or release.

The Indenture requires, among other things, that upon the issuance of Additional Bonds, the Lease Agreement will be amended, to the extent necessary, so as to increase the Base Rental Payments payable by the City thereunder by an aggregate amount that is sufficient to pay the principal of and interest on such Additional Bonds; provided, however, that no such amendment may be made such that the sum of such Base Rental Payments, including any increase in Base Rental Payments as a result of such amendment, plus Additional Rental Payments, in any Fiscal Year is in excess of the annual fair rental value of the applicable Property after taking into account the use of the proceeds of any Additional Bonds issued in connection therewith. See the caption "SECURITY FOR THE SERIES 2025A BONDS – Additional Bonds" for a full description of the requirements that must be met in order for the Authority to deliver Additional Bonds.

Insurance on the Property

Under the Lease Agreement, the City is required to maintain through the term of the Lease Agreement policies of insurance covering loss or damage to the Property up to replacement costs and covering title defects. If the Property is damaged or destroyed, there can be no assurance that the insurance proceeds will be sufficient to repair or restore the Property, or to redeem or defease all of the then-Outstanding Series 2025A Bonds. In addition, neither the Authority nor the City can provide any assurance as to whether the provider of an insurance policy will pay under such policy. See the caption "SECURITY FOR THE SERIES 2025A BONDS – Insurance" for a description of the insurance coverages that are required by the Lease Agreement. See the caption "THE CITY – Risk Management" for a description of the City's current insurance coverages. Certain risks, such as earthquakes and floods, are not required to be covered under the Lease Agreement and the City is not required to maintain such coverage during the term of the Lease Agreement.

Condemnation of the Property

If all or a portion of the Property were condemned, there can be no assurance that any such award or payment will be sufficient at the time to prepay or defease all of the then-Outstanding Series 2025A Bonds. If the award is less than the amounts remaining on such Outstanding Series 2025A Bonds, then the Owners will be paid less than the amounts remaining on such Outstanding Series 2025A Bonds.

Value of Property

In the event that the Trustee re-enters or re-lets the Property upon the occurrence of an Event of Default, there can be no assurance such actions will provide funds in an amount that is sufficient to pay the principal of and interest on the Series 2025A Bonds. The security under the Lease Agreement extends only to the Authority's leasehold interest in the Property granted under

the Ground Lease and is subject to the restrictions of the Ground Lease. The Property has not been appraised in connection with the issuance of the Series 2025A Bonds.

No Acceleration Upon Default

In the event of a default, there is no remedy of acceleration of the total Base Rental Payments for the term of the Lease. Any suit for money damages would be subject to the legal limitations on remedies against cities and counties in the State, including a limitation on enforcement of judgments against funds needed to serve the public welfare and interest. See "APPENDIX B – SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS."

Early Prepayment Risk

Early payment of the Base Rental Payments and early prepayment of the Series 2025A Bonds may occur in whole or in part, without premium, from the proceeds of title insurance, on any date, if the Property, or a portion thereof, is lost, destroyed or damaged beyond repair or taken by eminent domain and if the City exercises it right to prepay the Base Rental Payments in whole or in part pursuant to the provisions of the Lease Agreement and the Indenture.

Bankruptcy Risks

The rights of the owners of the Series 2025A Bonds and the enforceability of the Authority's obligation to make payments on the Series 2025A Bonds may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights under currently existing law or laws enacted in the future, and may also be subject to the exercise of judicial discretion under certain circumstances.

Under existing law, the City is eligible to file for bankruptcy. Should the City file for bankruptcy, there could be adverse effects on the holders of the Series 2025A Bonds. In a bankruptcy of the City, the Authority or the Trustee as its assignee and the owners of the Series 2025A Bonds may be prohibited from taking any action against the City, any official of the City, or any property of the City (including the Property) to enforce the terms of the Lease Agreement, unless the consent of the bankruptcy court is first obtained. The bankruptcy court is not required to give its consent. This prohibition on action may even prohibit the Trustee from using funds in its possession to make payments on the Series 2025A Bonds. As a result, Owners may experience temporary or permanent delays in the payment of the Series 2025A Bonds.

In a bankruptcy case, a plan of adjustment for the City could be confirmed that would allow for enforcement of the Lease Agreement, but the priority, interest rate, payment terms, collateral, maturity dates, payment sources, covenants and other terms or provisions of the Lease Agreement and the Series 2025A Bonds may be altered by the bankruptcy court. Such a plan could be confirmed even over the objections of the Authority or the Trustee as its assignee and the owners of the Series 2025A Bonds, and without their consent. Additionally, the resulting plan could adjust some or all of the City's financial obligations, which include the City's lease payment obligations under the Lease Agreement to and the City's obligation to fund certain retirement benefits.

The adjustment plans approved by the Bankruptcy Courts in connection with the bankruptcies of the cities of Vallejo, San Bernardino and Stockton resulted in significant

reductions in the amounts payable by the cities under lease revenue obligations substantially identical or similar to the Series 2025A Bonds. The City can provide no assurance about the outcome of the bankruptcy cases of other California municipalities of the nature of any adjustment plan it if were to file for bankruptcy.

In addition, if the Lease Agreement is determined to constitute a "true lease" by the bankruptcy court (rather than a financing lease providing for the extension of credit), the City could choose not to perform under the Lease Agreement and the claim of the owners of the Series 2025A Bonds could be substantially limited. An allowable claim could be substantially less than the amount of the Series 2025A Bonds outstanding, resulting in the owners of the Series 2025A Bonds suffering a substantial loss.

The opinions of counsel, including Bond Counsel, delivered in connection with the issuance and delivery of the Series 2025A Bonds will be so qualified. Bankruptcy proceedings, or the exercising of powers by the federal or state government, if initiated, could subject the owners of the Series 2025A Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise and consequently may entail risks of delay, limitation, or modification of their rights.

State Law Limitations on Appropriations

Article XIIIB of the California Constitution limits the amount that local governments can appropriate annually. The ability of the City to make Base Rental Payments may be affected if the City should exceed its appropriations limit. The State may increase the appropriation limit of cities in the State by decreasing the State's own appropriation limit. The City does not anticipate exceeding its appropriations limit in the foreseeable future. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING CITY REVENUES AND APPROPRIATIONS – Limitations on Revenues – Expenditures and Appropriations."

Limitations on Taxes and Fees

Limitations on Taxes and Fees. Certain taxes, assessments, fees and charges presently imposed by the City could be subject to the voter approval requirements of Article XIIIC and Article XIIID of the State Constitution. Based upon the outcome of an election by the voters, such fees, charges, assessments and taxes might no longer be permitted to be imposed, or may be reduced or eliminated and new taxes, assessments fees and charges may not be approved. The City has assessed the potential impact on its financial condition of the provisions of Article XIIIC and Article XIIID of the State Constitution respecting the imposition and increase of taxes, fees, charges and assessments and does not believe that an election by the voters to reduce or eliminate the imposition of certain existing fees, charges, assessments and taxes would substantially affect its financial condition. However, the City believes that if the initiative power was exercised so that all local taxes, assessments, fees and charges that may be subject to Article XIIIC and Article XIIID of the State Constitution are eliminated or substantially reduced, the financial condition of the City, including its General Fund, could be materially adversely affected.

Although the City does not currently anticipate that the provisions of Article XIIIC and Article XIIID of the State Constitution would adversely affect its ability to pay Base Rental Payments and its other obligations payable from the General Fund, no assurance can be given regarding the ultimate interpretation or effect of Article XIIIC and Article XIIID of the State

Constitution on the City's finances. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS."

Additional Obligations of the City

The City has existing obligations payable from its General Fund. The City is permitted to enter into other obligations which constitute additional charges against its revenues, including Additional Bonds payable from a lease of the Property, without the consent of Owners of the Series 2025A Bonds. To the extent that additional obligations are incurred by the City, the funds available to pay Base Rental Payments to the Owners of the Series 2025A Bonds may decline. See "CITY FINANCIAL INFORMATION – Long-Term General Fund Obligations" and "SECURITY FOR THE SERIES 2025A BONDS – Additional Bonds."

The Base Rental Payments and other payments due under the Lease Agreement (including payment of costs of repair and maintenance of the Property, taxes and other governmental charges levied against the Property) are payable from funds lawfully available to the City. If the amounts that the City is obligated to pay in a fiscal year exceed the City's revenues for such year, the City may choose to make some payments rather than making other payments, including Base Rental Payments and Additional Rental Payments, based on the perceived needs of the City. The same result could occur if, because of California Constitutional limits on expenditures, the City is not permitted to appropriate and spend all of its available revenues or is required to expend available revenues to preserve the public health, safety and welfare.

Property Taxes

Levy and Collection. Any reduction in the tax rate or the implementation of any constitutional or legislative property tax decrease could reduce the City's property tax revenues, and accordingly, could have an adverse impact on the ability of the City to make Base Rental Payments. Likewise, delinquencies in the payment of property taxes could have an adverse effect on the City's ability to pay principal of and interest on the Series 2025A Bonds when due.

Reduction in Inflationary Rate. Article XIIIA of the California Constitution provides that the full cash value base of real property used in determining assessed value may be adjusted from year to year to reflect the inflationary rate, not to exceed a 2% increase for any given year, or may be reduced to reflect a reduction in the consumer price index or comparable local data. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS." Such measure is computed on a calendar year basis. Because Article XIIIA limits inflationary assessed value adjustments to the lesser of the actual inflationary rate or 2%, there have been years in which the assessed values were adjusted by actual inflationary rates, which were less than 2%. Since Article XIIIA was approved, the annual adjustment for inflation has fallen below the 2% limitation a limited number of times.

The City is unable to predict if any adjustments to the full cash value base of real property within the City, whether an increase or a reduction, will be realized in the future.

Appeals of Assessed Values. There are two types of appeals of assessed values that could adversely impact property tax revenues:

Proposition 8 Appeals. Most of the appeals that might be filed in the City would be based on Section 51 of the Revenue and Taxation Code, which requires that for each lien date

the value of real property must be the lesser of its base year value annually adjusted by the inflation factor pursuant to Article XIIIA of the State Constitution or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value.

Under California law, property owners may apply for a reduction of their property tax assessment by filing a written application, in form prescribed by the State Board of Equalization, with the appropriate county board of equalization or assessment appeals board. In most cases, the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. These market-driven appeals are known as "Proposition 8" appeals.

Any reduction in the assessment ultimately granted as a Proposition 8 appeal applies to the year for which application is made and during which the written application was filed. These reductions are often temporary and are adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIIIA.

Base Year Appeals. A second type of assessment appeal is called a base year appeal, where the property owners challenge the original (basis) value of their property. Appeals for reduction in the "base year" value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

No assurance can be given that property tax appeals in the future will not significantly reduce the City's property tax revenues.

Public Health Emergencies

In recent years, public health authorities have warned of threats posed by outbreaks of disease and other public health threats. For example, in 2020 the WHO announced that COVID-19, an upper respiratory tract illness, was a pandemic as it spread across the globe, having significant adverse health and financial impacts throughout the world. The spread of the COVID-19 coronavirus pandemic, and responses intended to slow its spread, resulted in negative health and economic impacts to various communities, including the City (on a temporary basis).

Future pandemics may arise in the future with similar or more adverse economic impacts. Uncertain too are the actions that may be taken by federal, State and local governmental authorities to contain or mitigate the effects of any such future outbreak.

Certain Risks Associated with Sales Tax and Other Local Tax Revenues

For fiscal year 2023-24, sales tax revenues were the largest source of revenue to the City. See "CITY FINANCIAL INFORMATION – Sales and Use Taxes." Sales tax revenues are based upon the gross receipts of retail sales of tangible goods and products by retailers with taxable transactions in the City, which could be impacted by a variety of factors. For example, in

times of economic recession, the gross receipts of retailers often decline, and such a decline would cause the sales tax revenues received by the City to also decline. See "BOND OWNERS' RISKS – Public Health Emergencies – Collection of Taxes" above for a discussion of Executive Order N-40-20.

In addition, changes or amendments in the laws applicable to the City's receipt of sales tax revenues or other local taxes, whether implemented by State legislative action or voter initiative, could have an adverse effect on sales tax revenues received by the City. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Proposition 218 – Article XIIIC and Article XIIID."

For example, many categories of transactions are exempt from the statewide sales tax, and additional categories could be added in the future. Currently, most sales of food products for human consumption are exempt; this exemption, however, does not apply to liquor or to restaurant meals. The rate of sales tax levied on taxable transactions in the City or the fee charged by the California Department of Tax and Fee Administration for administering the City's sales tax could also be changed. See "CITY FINANCIAL INFORMATION."

Increasing Retirement Related Costs

The City is required to make contributions to CalPERS and to the OPEB Plan for City employees and retirees. Such obligations are a significant financial obligation of the City and could increase in the future. Actual contribution rates will depend on a variety of factors, including but not limited to actual investment returns and future changes to benefits or actuarial assumptions. The City notes that pension contributions in future years may increase as a result of investment losses in CalPERS' portfolio. There can be no assurances that actual increases in required contributions will not be higher than the amounts which are currently projected by the City. See "CITY FINANCIAL INFORMATION – Employee Retirement System."

Hazardous Substances

Owners and operators of real property may be required by law to remedy conditions of the property relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances area also stringent and similar. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly and adversely affect assessed values of property in the City and the operations and finances of the City.

Natural Hazards

The value of the Property, and the financial stability of the City, can be adversely affected by a variety of factors, particularly those which may affect infrastructure and other public improvements and private improvements and the continued habitability and enjoyment of such improvements. Such additional factors include, without limitation, geologic conditions such as earthquakes, topographic conditions such as earth movements, landslides and floods and climatic

conditions such as droughts. In the event that one or more of such conditions occur, such occurrence could cause damages of varying seriousness to the land and improvements and the value of property in the City could be diminished in the aftermath of such events. A substantial reduction of the value of such properties could affect the ability or willingness of the property owners to pay their property taxes. The Property is not within a flood plain designated by the Federal Emergency Management Administration.

Seismic. There are several identified faults within close proximity to or within the boundaries of the City that could potentially result in damage to buildings, roads, bridges, and property within the City, including the Property, in the event of an earthquake. In addition, there may be other as yet unidentified faults in the area. The four nearest known faults within close proximity to the City are the San Andreas Fault (7.5 miles to the northeast), the Cucamonga Fault (2.5 miles to the northeast), the San Ysidro Fault (5.5 miles to the northeast) and the North Lytle Creek Fault (5 miles to the northeast). While past experiences have resulted in minimal damage to the infrastructure and property within the City there is significant potential for destructive ground-shaking during the occurrence of a major seismic event. In addition, land susceptible to seismic activity may be subject to liquefaction during the occurrence of such an event. While certain of the property within the City has been developed in conformity with the 1988 Uniform Building Code standards, such compliance is no guarantee that such buildings will not be severely damaged in an earthquake.

If there were to be an occurrence of severe seismic activity in the City, there could be an abatement or adverse impact on the City's ability to pay the Base Rental Payments. The Lease Agreement does not require that the City maintain earthquake insurance with respect to the Property.

Building codes require that some of these factors be taken into account, to a limited extent, in the design of improvements. Some of these factors may also be taken into account, to a limited extent, in the design of other infrastructure and public improvements neither designed nor subject to design approval by the City. Design criteria in any of these circumstances are established upon the basis of a variety of considerations and may change, leaving previously-designed improvements unaffected by more stringent subsequently established criteria. In general, design criteria reflect a balance at the time of protection and the future costs of lack of protection, based in part upon a present perception of the probability that the condition will occur and the seriousness of the condition should it occur. Conditions may occur and may result in damage to improvements of varying seriousness, such that the damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances, the actual value of the Property, as well as public and private improvements within the City in general, may well depreciate or disappear, notwithstanding the establishment of design criteria for any such condition. See "– Abatement of Lease" above.

Wildfires. In recent years, wildfires have caused extensive damage throughout the State. In some instances, entire neighborhoods have been destroyed. Several of the fires that occurred in recent years damaged or destroyed property in areas that were not previously considered to be at risk from such events.

Certain portions of the City are located in areas identified by Cal Fire's 2025 Local Responsibility Area Fire Hazard Severity Zones as being in "high" or "very high" severity zones. While certain City parks and community buildings are located with these areas, the

only essential mechanical facilities within the high severity fire zones are sewer lift stations. If rendered inoperable, sewer service would be impaired for the immediate local area. These structures are built within buildings constructed of concrete and masonry. The last major wildfire in the vicinity of the City was the Grand Prix Fire in October 2003. There have been smaller fires, such as the 147-acre Sierra Fire that burned in November 2018 and the 277-acre Karen Fire in July of 2020.

The northwestern corner of the City has high hazard chaparral vegetation and steep slopes. This area is also subject to high, hot Santa Ana winds that blow from the north-northeast down the Cajon Pass. The Jurupa Mountains also have high grasses and locally steep slopes. Residential developments located next to high fire hazard areas are at high risk of being impacted by fire, especially if the structures are not properly protected and there is inadequate vegetation management. Fire models indicate that a fire in these areas can also have a major impact on the fire-fighting forces in the City and neighboring communities. Since 1986, all new homes in the City are required to be equipped with fire sprinkler systems and smoke detectors.

Some commentators believe that climate change will lead to even more frequent and more damaging wildfires in the future. Property damage due to wildfire could result in a significant decrease in the market value of property in City and in the ability or willingness of property owners to pay property taxes.

Climate Change

The State has historically been susceptible to wildfires and hydrologic variability. As greenhouse gas emissions continue to accumulate in the atmosphere as a result of economic activity, climate change is expected to intensify, increasing the frequency, severity and timing of extreme weather events such as coastal storm surges, drought, wildfires, floods and heat waves, and raising sea levels. The future fiscal impact of climate change on the City is difficult to predict, but it could be significant and it could have a material adverse effect on the General Fund by requiring greater expenditures to counteract the effects of climate change or by changing the operations and activities of City residents and business establishments.

Droughts

California is subject to droughts from time to time. Most recently, in October, 2021, the Governor declared a Statewide drought state of emergency and requested that all water users voluntarily reduce water use by 15%. The declaration encouraged water agencies to draw upon supplies other than groundwater and to implement their water shortage contingency plans and authorized the State Water Resources Control Board to adopt regulations that prohibit wasteful water use. While some drought-related water restrictions were eased in May 2023, no assurance can be given that drought conditions will not return in the future.

Cyber Security

The City, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As a recipient and provider of personal, private, or sensitive information, the City is subject to multiple cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to the

City's digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage.

To strengthen cyber security, the City has deployed managed detection and response services, along with advanced data security and threat detection systems. These tools provide 24/7 monitoring and rapid response to potential risks, ensuring that taxpayer dollars and sensitive information remain protected. In addition, the City has invested in a best-in-class email management platform that defends against phishing, spam, and other threats while supporting efficient communication across departments.

The City is also advancing community engagement and service delivery. The City has invested in a robust customer relationship management (CRM) system, which powers the City's 311 platform. This tool centralizes access to City services, making it easier for residents to connect with departments, submit requests, and receive timely updates. By streamlining how residents interact with their local government, the system enhances responsiveness and accountability.

To support these initiatives, the City has adopted a cloud-first strategy when evaluating technology solutions. This approach provides flexibility, scalability, and cost savings while ensuring that critical systems are reliable and secure.

The City is finalizing a project to connect all City facilities through a dedicated fiber backbone network. This major step will improve reliability, reduce long-term costs, and allow the City to deliver services more efficiently and securely across every center.

Notwithstanding the foregoing, no assurance can be given that the City and the other entities the City relies on will not be affected by cyber threats and attacks in a manner that may affect the Series 2025A Bond owners.

Litigation

The City is and may become a party to litigation that has the potential to have an impact on the City's General Fund. Although the City maintains certain insurance policies that provide coverage under certain circumstances and with respect to certain types of incidents, the City cannot predict what types of liabilities may arise in the future and whether these may adversely affect the ability of the City to pay Base Rental Payments under the Lease Agreement when due.

Secondary Market for Bonds

There can be no guarantee that there will be a secondary market for the Series 2025A Bonds or, if a secondary market exists, that any Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then-prevailing circumstances. Such prices could be substantially different from the original purchase price.

TAX MATTERS

In the opinion of Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Series 2025A Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. However, it should be noted that with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), generally certain corporations with more than $1,000,000,000 of average annual adjusted financial statement income, interest (and original issue discount) with respect to the Series 2025A Bonds might be taken into account in determining adjusted financial statement income for purposes of computing the alternative minimum tax imposed by Section 55 of the Code on such corporations. In the further opinion of Bond Counsel, interest (and original issue discount) on the Series 2025A Bonds is exempt from State personal income tax.

Bond Counsel's opinion as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the Series 2025A Bonds is based upon certain representations of fact and certifications made by the Authority and others and is subject to the condition that the Authority comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2025A Bonds to assure that interest (and original issue discount) on the Series 2025A Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the Series 2025A Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2025A Bonds. The Authority has covenanted to comply with all such requirements.

In the opinion of Bond Counsel, the difference between the issue price of a Series 2025A Bond (the first price at which a substantial amount of the Series 2025A Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity of such Series 2025A Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Beneficial Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Beneficial Owner will increase the Beneficial Owner's basis in the applicable Series 2025A Bond. The amount of original issue discount that accrues to the Beneficial Owner of a Series 2025A Bond is excluded from the gross income of such Beneficial Owner for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, and is exempt from State personal income tax.

The amount by which a Series 2025A Bond Owner's original basis for determining loss on sale or exchange in the applicable Series 2025A Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium, which must be amortized under Section 171 of the Code; such amortizable bond premium reduces the Series 2025A Bond Owner's basis in the applicable Series 2025A Bond (and the amount of tax-exempt interest received with respect to the Series 2025A Bonds), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of bond premium may result in a Series 2025A Bond Owner realizing a taxable gain when a Series 2025A Bond is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Series 2025A Bond to the Owner. Purchasers of the Series 2025A Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable bond premium.

The IRS has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Series 2025A Bonds will be selected for audit by the IRS. It is also possible that the market value of the Series 2025A Bonds might be affected as a result of such an audit of the Series 2025A Bonds (or by an audit of similar municipal obligations). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Series 2025A Bonds to the extent that it adversely affects the exclusion from gross income of interest (and original issue discount) on the Series 2025A Bonds or their market value.

SUBSEQUENT TO THE ISSUANCE OF THE SERIES 2025A BONDS THERE MIGHT BE FEDERAL, STATE OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY CHANGES TO OR INTERPRETATIONS OF FEDERAL, STATE OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE OR LOCAL TAX TREATMENT OF THE SERIES 2025A BONDS, INCLUDING THE IMPOSITION OF ADDITIONAL FEDERAL INCOME OR STATE TAXES BEING IMPOSED ON OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE SERIES 2025A BONDS. THESE CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE SERIES 2025A BONDS. NO ASSURANCE CAN BE GIVEN THAT SUBSEQUENT TO THE ISSUANCE OF THE SERIES 2025A BONDS STATUTORY CHANGES WILL NOT BE INTRODUCED OR ENACTED OR JUDICIAL OR REGULATORY INTERPRETATIONS WILL NOT OCCUR HAVING THE EFFECTS DESCRIBED ABOVE. BEFORE PURCHASING ANY OF THE SERIES 2025A BONDS, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE SERIES 2025A BONDS.

Bond Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Indenture and the Tax Certificate relating to the Series 2025A Bonds permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income of interest (and original issue discount) for federal income tax purposes with respect to any Series 2025A Bond if any such action is taken or omitted based upon the advice of counsel other than Stradling Yocca Carlson & Rauth LLP.

Although Bond Counsel has rendered an opinion that interest (and original issue discount) on the Series 2025A Bonds is excluded from gross income for federal income tax purposes provided that the Authority continues to comply with certain requirements of the Code, the ownership of the Series 2025A Bonds and the accrual or receipt of interest (and original issue discount) on the Series 2025A Bonds may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of Series 2025A Bonds, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Series 2025A Bonds.

Should interest (and original issue discount) on the Series 2025A Bonds become includable in gross income for federal income tax purposes, the Series 2025A Bonds are not subject to early redemption and will remain outstanding until maturity or until redeemed in accordance with the Indenture.

A complete copy of the proposed form of opinion of Bond Counsel is attached hereto as Appendix D.

CERTAIN LEGAL MATTERS

The validity of the Series 2025A Bonds and certain other legal matters are subject to the approving opinions of Stradling Yocca Carlson & Rauth LLP, as Bond Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained in Appendix D. Bond Counsel will receive compensation from the City contingent upon the sale and delivery of the Series 2025A Bonds.

Certain legal matters will be passed upon for the City and the Authority by Best Best & Krieger LLP, Riverside, California, as City Attorney and by Jones Hall LLP, San Francisco, California, as Disclosure Counsel. Certain legal matters will be passed upon for the Underwriter by Kutak Rock LLP, Irvine, California ("**Underwriter's Counsel**"), and for the Trustee by its counsel. The fees payable to Disclosure Counsel and Underwriter's Counsel are contingent upon the sale and delivery of the Series 2025A Bonds.

Furthermore, from time to time Bond Counsel and Disclosure Counsel serve as counsel to the Underwriter with respect to transactions other than the issuance of the Series 2025A Bonds.

LITIGATION

To the best knowledge of the City, there is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending and notice of which has been served on and received by the City or, to the knowledge of the City, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Lease Agreement, the Ground Lease or the Indenture, or upon the financial condition, assets, properties or operations of the City.

Neither the City nor the Authority is in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially adversely affect the consummation of the transactions contemplated by the Lease Agreement, the Ground Lease or the Indenture, or the financial conditions, assets, properties or operations of the City, including but not limited to the payment and performance of the City's obligations under the Lease Agreement.

RATING

S&P Global Ratings ("**S&P**") has assigned a rating of "[AA-]" to the Series 2025A Bonds. A rating is not a recommendation to buy, sell or hold securities. Future events could have an adverse impact on the rating of the Series 2025A Bonds, and there is no assurance that any credit rating that is given to the Series 2025A Bonds will be maintained for any period of time or that a rating may not be qualified, downgraded, lowered or withdrawn entirely by S&P if, in the judgment of S&P circumstances so warrant, nor can there be any assurance that the criteria required to achieve the rating on the Series 2025A Bonds will not change during the period that the Series 2025A Bonds remain outstanding.

Any qualification, downward revision, lowering or withdrawal of the ratings on the Series 2025A Bonds may have an adverse effect on the market price of the Series 2025A Bonds. Such rating reflects only the current view of S&P (which could change at any time), and an explanation of the significance of such ratings may be obtained from S&P. Generally, S&P bases its ratings on information and materials furnished to them (which may include information and material from the City that is not included in this Official Statement) and on investigations, studies and assumptions by S&P.

The City has covenanted in the Continuing Disclosure Certificate to file notices of any rating changes on the Series 2025A Bonds with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System. See the caption "CONTINUING DISCLOSURE" and Appendix E. Notwithstanding such covenant, information relating to rating changes on the Series 2025A Bonds may be publicly available from S&P prior to such information being provided to the City and prior to the date by which the City is obligated to file a notice of rating change. Purchasers of the Series 2025A Bonds are directed to S&P and its website and official media outlets for the most current ratings with respect to the Series 2025A Bonds after the initial issuance of the Series 2025A Bonds.

CONTINUING DISCLOSURE

The City (on behalf of the Authority and itself) will covenant for the benefit of owners of the Series 2025A Bonds to provide certain financial information and operating data relating to the City (the "**Annual Report**"), by not later than February 1 of each year and commencing February 1, 2026 with the report for the fiscal year ending June 30, 2025, and to provide notices of the occurrence of certain listed events. The Annual Report and the notices of enumerated events will be filed by the City with the Municipal Securities Rulemaking Board through Electronic Municipal Access System ("**EMMA**"). The specific nature of the information to be contained in the Annual Report or the notices of enumerated events is summarized below under the caption "APPENDIX F – FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**").

The City, as well as the Authority, the Financing Authority, the Successor Agency to the Fontana Redevelopment Agency (the "Successor Agency") and various community facilities districts within the City (each, a "**CFD**"), all of which are entities with the City Council as the legislative body, have entered into numerous continuing disclosure undertakings.

Within the last five years, the City complied in all material respects with its undertakings under the Rule, except that the City failed to file its financial statements for Fiscal Year 2019-20 on or before the deadline therefor in its undertakings for the 2014 Bonds and the 2014 Bonds.

The Authority and the Financing Authority have timely filed all regular annual reports pursuant to such undertakings. However, the Successor Agency, as successor to the undertakings of the former Fontana Redevelopment Agency (the "**Former Agency**"), failed to file one annual report for one issue of the Former Agency's bonds and failed to link one annual report to the relevant CUSIPs for one issue of the Former Agency's bonds.

In addition, within the last five years, a CFD failed to file one annual report for one issue of bonds for which the official statement relating to such bonds contained all of the information required to be contained in such report.

Further, the City and the Authority are aware that not all of the required information was included with respect to a number of annual report filings by the Financing Authority, the Successor Agency and several CFDs, including required tabular information.

Additionally, the Financing Authority and two CFDs failed to timely file certain notices of ratings changes. The City has since made filings on behalf of its related entities to correct material omissions with respect to the filings that were required to have been made within the past five years, and has adopted written procedures to ensure future compliance with the City's disclosure undertakings and those of its related entities.

Finally, although the CFDs do not prepare audited financial statements, the City has voluntarily filed the audited financial statements of the City for the last five years for the respective bonds of the CFDs. For one fiscal year, the City's audited financial statements were not available when the CFDs timely filed operating data for their respective bonds. For such fiscal year, the City caused its unaudited financial statements to be filed where undertakings required the City's financial statements to be included in annual reports. However, the City did not file its unaudited financial statements on behalf of the CFDs for such fiscal year.

Except as disclosed in this Official Statement, within the last five years, the City, the Authority, the Successor Agency, the Financing Authority and the CFDs have not failed to timely comply with their respective prior continuing disclosure obligations under the Rule in all material respects.

UNDERWRITING

The Series 2025A Bonds are being purchased pursuant a bond purchase agreement by and among the Authority, the City, and the Underwriter. The Underwriter has agreed to purchase the Series 2025A Bonds at a purchase price of $_____ (which is equal to the par amount of the Series 2025A Bonds, less an underwriter's discount of $_____).

The Underwriter may offer the Series 2025A Bonds to the public at the offering prices set forth on the cover page of this Official Statement. The Underwriter may offer and sell to certain dealers and others at a price lower than the offering prices stated on the cover page hereof. The offering price may be changed from time to time by the Underwriter.

MUNICIPAL ADVISOR

The Authority and the City have retained CSG Advisors Incorporated, San Francisco, California, as Municipal Advisor in connection with the preparation of this Official Statement and with respect to the issuance of the Series 2025A Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The Municipal Advisor is an independent registered municipal advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities. The Municipal Advisor's compensation is contingent upon the delivery of the Series 2025A Bonds.

EXECUTION

The execution of this Official Statement and its delivery have been authorized by the Board of the Authority and the City Council of the City.

FONTANA PUBLIC FACILITIES FINANCING AUTHORITY

By:_____
Executive Director

CITY OF FONTANA

By:_____
City Manager

APPENDIX A

DEMOGRAPHIC AND ECONOMIC INFORMATION FOR THE CITY OF FONTANA AND COUNTY OF SAN BERNARDINO

*The following information concerning the County of San Bernardino (the "**County**") and the City of Fontana (the "**City**") is presented as general background data. The Series 2025A Bonds are payable solely from moneys of the City as described in the Official Statement. The taxing power of the City, the County, the State of California (the "**State**") or any political subdivision thereof is not pledged to the payment of the Series 2025A Bonds.*

General

Founded in 1913, the City is the second largest city in the County by population and encompasses approximately 42.4 square miles of land. The City has experienced significant growth in population. The City is located 50 miles east of Los Angeles, and approximately 10 miles west of the cities of Riverside and San Bernardino.

The County is located in Southern California and was established by an act of the State Legislature on May 23, 1853, separating the County from the eastern part of the County of Los Angeles. The County encompasses an area of over 22,000 square miles, making it geographically the largest county in the nation, and includes twenty-four incorporated communities. The County is bordered on the west by the Counties of Los Angeles and Kern, on the north by the County of Inyo, and on the south by the County of Riverside.

City Government

The City was incorporated as a general law city in 1952 and is governed by a Mayor and four council members elected at large to serve four-year terms. The City operates under the Council - Manager form of government. The City Council appoints the City Manager who is responsible for the day-to-day administration of City business and the coordination of all departments of the City.

The City provides police protection, street sweeping, park maintenance, building inspection, library, sewer, storm drain and sanitation services. The City contracts with the County for fire protection services. Numerous hospitals and health care facilities are located in or near the City.

Population

Fontana has been one of the most rapidly growing cities in Southern California. The adopted 1990 General Plan calls for a careful balance of residential, commercial and industrial development to ensure a quality urban environment with a broad range of employment and housing opportunities.

The population in Fontana increased approximately 6.8% from 2016 to 2025. The population growth in the City, County and State is shown on the following table.

POPULATION ESTIMATES
City of Fontana, County of San Bernardino and State of California
Calendar Years 2016-2025

Year[(1)]	City of Fontana	County of San Bernardino	State of California
2016	205,180	2,122,579	39,103,587
2017	208,003	2,139,520	39,352,398
2018	209,113	2,150,017	39,519,535
2019	211,123	2,165,876	39,605,361
2020	211,519	2,175,424	39,648,938
2021	210,507	2,179,941	39,369,530
2022	213,147	2,183,077	39,179,680
2023	214,671	2,182,351	39,228,444
2024	217,084	2,200,351	39,420,683
2025	219,172	2,207,424	39,529,101

(1) January 1 estimate.
Source: California State Department of Finance, Demographic Research Unit.

Transportation

The City of Fontana is strategically located in the hub of surface, rail and air transportation facilities. Union Pacific and Burlington Northern/Santa Fe rail lines provide rail service to Fontana. Switch yards and multi-modal terminals are located nearby.

Major interstate freeways and state highways provide direct access to the City, making shipping and transportation to and from sea ports, North American Free Trade Agreement ports of entry, and the rest of the nation highly dependable. Interstate 10 traverses the southern section of the City, Interstate 15 borders the western portion of the City, and Interstate 210, which is the extension of Route 30, opened in November 2002, links the San Bernardino Valley with the San Fernando Valley and traverses the northern portion of the City. State freeways 57, 60 and 91 are minutes from Fontana.

The Ontario International Airport is a medium-hub, full-service airport, which offers more than 70 daily flights to cities in the U.S., Mexico and Taiwan and is served by nine commercial carriers. The airport is owned and operated by Ontario International Airport Authority, a joint powers agency, and is served by Alaska Airlines, American Airlines, Avianca El Salvador, China Airlines, Delta Air Lines, Frontier Airlines, JetBlue Airways, Southwest Airlines, STARLUX Airlines, United Airlines, and Volaris. Various airlines provide freight services at Ontario International Airport.

With the completion of its twin terminals, it is able to handle approximately 10 million passengers annually. When passenger traffic reaches 10 million in two consecutive years, a third terminal will be constructed. Ontario International Airport is the Western States Regional Terminal for United Parcel Service. It is a member of the Los Angeles World Airports system and is ideally situated as an airfreight center for Pacific Rim and European cargo. Over 7.0 million passengers used the airport in 2024, 10.2% more than the same period in 2023, and over 793,000 tons of air freight were shipped, an increase of 5.5% over the same period last year.

Transit services are provided by Metrolink commuter rail service to Los Angeles with connections to the numerous surrounding cities provided by Omnitrans bus service, Dial-a-Ride, Yellow Cab Company and Bell Cab Company.

Education

Five school district serve students in the City of Fontana. There are thirty public elementary schools, seven middle schools, five high schools, three alternative high schools, seven private elementary/middle schools, one School of Language Development and one adult school. Local colleges and universities include: Universal Technical Institute of California Inc., Chaffey College, San Bernardino Valley College, California State University-San Bernardino, Riverside Community College, Westech College and the University of California-Riverside.

Employment and Industry

The City is located in the Riverside-San Bernardino-Ontario Metropolitan Statistical Area ("**MSA**"), which includes the County and San Bernardino County. The unemployment rate in the MSA was 4.9% in April 2025, down from a revised 5.0% in March 2025, and above the year-ago estimate of 4.6%. This compares with an unadjusted unemployment rate of 5.0% for the State and 3.9 % for the nation during the same period. The unemployment rate was 4.9% in Riverside County, and 4.8% in the County.

The City's unemployment rate was 4.50% in April 2025, down from 4.60% in March 2025.

The following table summarizes the civilian labor force, employment and unemployment in the MSA for the calendar years 2020 through 2024. These figures are MSA-wide statistics and may not necessarily accurately reflect employment trends in the City.

RIVERSIDE-SAN BERNARDINO-ONTARIO METROPOLITAN STATISTICAL AREA
(Riverside and San Bernardino Counties)
Civilian Labor Force, Employment and Unemployment
(Annual Averages)
March 2024 Benchmark

	2020	2021	2022	2023	2024
Civilian Labor Force [1]	2,073,400	2,108,400	2,140,500	2,180,300	2,209,100
Employment	1,868,300	1,951,600	2,049,900	2,078,100	2,093,800
Unemployment	205,100	156,700	90,700	102,300	115,300
Unemployment Rate	9.9%	7.4%	4.2%	4.7%	5.2%
Wage and Salary Employment: [2]					
Agriculture	14,100	13,700	13,800	13,200	13,700
Mining and Logging	1,300	1,400	1,500	1,500	1,600
Construction	104,900	110,100	114,700	115,400	116,200
Manufacturing	96,000	96,100	100,000	98,500	95,200
Wholesale Trade	65,600	67,400	69,500	68,900	68,600
Retail Trade	168,800	177,000	181,000	183,000	182,600
Transportation, Warehousing and Utilities	172,500	198,800	214,400	206,000	205,200
Information	12,400	12,500	13,000	13,300	13,000
Finance and Insurance	24,600	24,400	23,800	22,300	21,700
Real Estate and Rental and Leasing	19,500	20,700	22,200	22,700	22,400
Professional and Business Services	152,100	166,600	173,900	164,400	161,800
Educational and Health Services	248,800	254,300	267,900	287,800	306,000
Leisure and Hospitality	141,300	160,200	180,900	187,600	185,300
Other Services	40,200	43,600	47,400	49,400	50,700
Federal Government	22,100	21,100	20,900	21,200	21,500
State Government	31,300	30,400	28,400	28,600	28,000
Local Government	194,600	190,500	200,700	210,400	220,700
Total All Industries[3]	1,509,900	1,588,800	1,674,000	1,694,100	1,714,100

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(3) Totals may not add due to rounding.
Source: State of California Employment Development Department.

Principal Employers

The following table shows the principal employers in the City, listed from greatest to fewest number of employees, as shown in the City's Annual Comprehensive Financial Report for Fiscal Year ending June 30, 2024.

CITY OF FONTANA
Principal Employers
As June 30, 2024

Employer	Number of Employees	Percent of Total Employment
Kaiser Permanente	10,550	10.13%
Fontana Unified School District	4,067	3.90
Amazon.Com Services LLC	3,637	3.49
St Bernardine Medical Center	1,775	1.70
Target Stores T 553	1,323	1.27
City of Fontana (includes part-time employees)	1,183	1.14
Walmart #6060 DC Drop Yard	1,125	1.08
Walmart D C #6060	1,125	1.08
Reyes Coca-Cola Bottling, LLC	425	0.41
Saia Motor Freight Line LLC	421	0.40
Total Employment Listed[(1)]	25,631	24.61%

(1) "Total Employment" as used above represents the total employment of all employers located within the City limits.
Source: City of Fontana, as shown in the Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2024.

The following table lists, in alphabetical order, the largest manufacturing and non-manufacturing employers within the County as of June 2025.

COUNTY OF SAN BERNARDINO
Major Employers
As of June 2025
(In Alphabetical Order)

Employer Name	Location	Industry
Amazon Fulfillment Ctr	Redlands	Mail Order Fulfillment Service
Amazon Fulfillment Ctr	San Bernardino	Mail Order Fulfillment Service
Arrowhead Regional Medical Ctr	Colton	Hospitals
Bear Mountain	Big Bear Lake	Skiing Centers & Resorts
Burlington Distribution Ctr	San Bernardino	Distribution Centers (whls)
California State Univ Sn	San Bernardino	Schools-Universities & Colleges Academic
Dignity Health Cmnty Hosp-Sn	San Bernardino	Hospitals
Dignity Health-St Bernardine	San Bernardino	Hospitals
Environmental Systems Research	Redlands	Geographics Information Systems
Fedex Ground	Bloomington	Delivery Service
Inland Empire Health Plan	Rancho Cucamonga	Health Plans
Kaiser Permanente Fontana Med	Fontana	Hospitals
Loma Linda Univ Health Board	Loma Linda	Univ/Clg-Governing Body/Regent/Trustee
Loma Linda University Med Ctr	Loma Linda	Hospitals
Mountain High Ski Resort	Wrightwood	Skiing Centers & Resorts
Ontario International Airport	Ontario	Airports
Ontario-Montclair School Dist	Ontario	School Districts
Patton State Hospital	Patton	Hospitals
Primary Care Assoc Med Group	Ontario	Physicians & Surgeons
Radial	Rialto	Mail Order Fulfillment Service
Redlands Community Hospital	Redlands	Hospitals
San Antonio Regional Hospital	Upland	Hospitals
San Bernardino County Sch Supt	San Bernardino	Schools & Educational Services NEC
San Bernardino County Sheriff	San Bernardino	General Justice Public Order & Safety Activit
Snowline Joint Unified Sch Dst	Phelan	Schools

Source: State of California Employment Development Department, extracted from the America's Labor Market Information System (ALMIS) Employer Database, 2025 1st Edition.

Effective Buying Income

"Effective Buying Income" is defined as personal income less personal tax and nontax payments, a number often referred to as "disposable" or "after-tax" income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as "disposable personal income."

The following table summarizes the total effective buying income and median household effective buying income for the City, the County, the State and the United States for the period 2021 through 2025.

CITY OF FONTANA, COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA AND THE UNITED STATES
Effective Buying Income
2021 through 2025

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2021	City of Fontana	$4,372,087	$68,404
	County of San Bernardino	48,859,973	59,285
	California	1,290,894,604	67,956
	United States	9,809,944,764	56,790
2022	City of Fontana	$4,935,901	$75,776
	County of San Bernardino	54,797,008	66,785
	California	1,452,426,153	77,058
	United States	11,208,582,541	64,448
2023	City of Fontana	$5,186,857	$76,415
	County of San Bernardino	57,619,256	67,680
	California	1,461,799,662	77,175
	United States	11,454,846,397	65,326
2024	City of Fontana	$5,569,728	$83,116
	County of San Bernardino	61,583,897	72,724
	California	1,510,708,521	80,973
	United States	11,987,185,826	67,876
2025	City of Fontana	$5,768,154	$85,648
	County of San Bernardino	61,385,031	72,440
	California	1,557,429,767	82,725
	United States	12,525,577,707	69,687

Source: Claritas, LLC.

Home Sales Value History

The following table summarizes sale information for detached single family homes in the City of Fontana for calendar years 2016 through 2025.

CITY OF FONTANA
Sales Value History
2016 through 2025

Year	Full Value Sales	Average Price	Median Price	Median % Change
2016	2,084	$361,836	$360,000	-
2017	2,058	$403,732	$375,000	4.17%
2018	1,869	$423,364	$411,000	9.60%
2019	1,938	$439,801	$436,500	6.20%
2020	1,713	$484,656	$470,000	7.67%
2021	1,823	$567,315	$545,000	15.96%
2022	1,389	$627,167	$620,000	13.76%
2023	1,035	$617,927	$620,000	0.00%
2024	989	$673,076	$650,000	4.84%
2025	526	$671,842	$657,500	1.15%

Source: HDL, Coren & Cone

Commercial Activity

Summaries of the historic taxable sales within the City and the County during the past five years in which data is available are shown in the following tables.

Total taxable sales during calendar year 2024 in the City were reported to be $4,459,287,283, a 4.78% decrease from the total taxable sales of $4,683,090,015 reported during calendar year 2023.

CITY OF FONTANA
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2020	4,467	$2,768,279	6,543	$3,637,135
2021	3,997	3,393,088	5,969	3,374,359
2022	4,209	3,569,600	6,197	4,804,618
2023	4,170	3,459,027	6,183	4,683,090
2024	4,393	3,280,945	6,559	4,459,287

Source: State Department of Tax and Fee Administration.

Total taxable sales during calendar year 2024 in the County were reported to be $58,382,923,442, a 0.78% increase over the total taxable sales of $57,933,854,583 reported during calendar year 2023.

COUNTY OF SAN BERNARDINO
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2020	44,330	$28,745,277	71,145	$43,265,512
2021	40,801	38,345,912	66,585	55,378,097
2022	41,690	40,048,059	68,480	59,992,846
2023	40,632	38,293,705	67,336	57,933,855
2024	41,239	38,460,625	68,447	58,382,923

Source: State Department of Tax and Fee Administration.

Construction Activity

The following tables show a five-year summary of the valuation of building permits issued in the City and the County.

CITY OF FONTANA
Building Permit Valuation
(Valuation in Thousands of Dollars)

	2020	2021	2022	2023	2024
Permit Valuation					
Residential	$311,547	$216,978	$211,710	$349,920	$310,571
Non-Residential	149,761	126,814	363,353	111,182	64,364
Total Valuation	$461,308	$343,792	$575,063	$461,102	$374,935
New Dwelling Units					
Single Family	848	670	509	1,068	449
Multiple Family	234	382	562	678	498
TOTAL	1,082	1,052	1,071	1,746	947

Source: Construction Industry Research Board, Building Permit Summary.

COUNTY OF SAN BERNARDINO
Building Permit Valuation
(Valuation in Thousands of Dollars)

	2020	2021	2022	2023	2024
Permit Valuation					
Residential	1,139,459	$2,610,755	$1,373,908	$1,304,363	$1,248,442
Non-Residential	1,064,695	1,165,646	2,083,951	1,395,790	1,379,223
Total Valuation	$2,204,154	$3,776,401	$3,457,859	$2,700,153	$2,627,665
New Dwelling Units					
Single Family	3,631	4,376	3,701	3,937	2,875
Multiple Family	910	2,636	2,852	2,239	997
TOTAL	4,541	7,012	6,553	6,176	3,872

Source: Construction Industry Research Board, Building Permit Summary.

APPENDIX B

SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS

APPENDIX C

COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2024

APPENDIX D

PROPOSED FORM OF OPINION OF BOND COUNSEL

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

$_____
FONTANA PUBLIC FACILITIES FINANCING AUTHORITY
LEASE REVENUE BONDS, SERIES 2025A

This Continuing Disclosure Certificate (this "Disclosure Certificate") is executed and delivered by the City of Fontana (the "City") in connection with the issuance by the Fontana Public Facilities Financing Authority (the "Authority") of the bonds captioned above (the "Bonds"). The Bonds are being issued under an Indenture dated as of October 1, 2025 (the "Indenture"), by and among the Authority, the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). The City hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City on behalf of itself and the Authority for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"*Annual Report*" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Annual Report Date*" means [February 1] after the end of the City's fiscal year.

"*Dissemination Agent*" means, initially, U.S. Bank Trust Company, National Association, and any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"*Listed Events*" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"*Official Statement*" means the final official statement dated _____, 2025, executed by the City and the Authority in connection with the issuance of the Bonds.

"*Participating Underwriter*" means Samuel A. Ramirez & Co., Inc, the original purchaser of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"*Rule*" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing [February 1, 2026], with the report for fiscal year [2024-25], provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written statement with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) a notice to the MSRB in a timely manner, in an electronic format as prescribed by the MSRB.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) *Financial Statements*. Audited financial statements of the City for the preceding fiscal year, prepared in accordance generally accepted accounting principles. If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) *Other Annual Information*. To the extent not included in the audited financial statements of the City, the Annual Report shall also include financial and operating data with respect to the City for preceding fiscal year, substantially similar to that provided in the corresponding tables and charts in the Official Statement, as follows:

(i) information concerning the actual revenues, expenditures and beginning and ending fund balances relating to the General Fund of the City for the most recent completed Fiscal Year, including information showing tax revenue collections by source;

(ii) information showing the aggregate principal amount of long-term bonds, leases and other obligations of the City which are payable out of the General Fund of the City, as of the close of the most recent completed Fiscal Year;

(iii) information concerning the assessed valuation of properties within the City for the most recent completed Fiscal Year, showing the valuation for secured, public utility and unsecured property;

(iv) information regarding the ten largest property taxpayers in the City for the Fiscal Year;

(v) information showing the total secured property tax levy and actual amounts collected for the most recent completed Fiscal Year; and

(vi) information showing the balance sheet of the General Fund of the City as of the close of the most recent completed Fiscal Year, including categorized assets, liabilities and reserved and unreserved fund balances.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public through the MSRB. The City shall clearly identify each such other document so included by reference. If the document included by reference is a final official statement, it must be available from the MSRB.

Section 5. Reporting of Listed Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

(1) Principal and interest payment delinquencies.
(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with

respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes (without any obligation to provide any notices of changes in the outlook assigned to or associated with any rating).

(12) Bankruptcy, insolvency, receivership or similar event of the City.

(13) The consummation of a merger, consolidation, or acquisition involving the City, or the sale of all or substantially all of the assets of the City (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional Trustee or the change of name of the Trustee, if material.

(15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties.

(b) Upon the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 Business Days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsection (a)(8) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Indenture.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14), and (a)(15) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Upon occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is

determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(e) For purposes of Section 5(a)(15) and (16), "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5©.

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent will be the City. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Indenture for amendments to the Indenture with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any

claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond owners or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Date: _____, 2025

CITY OF FONTANA

By: _____

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Dissemination Agent

By: _____
Authorized Officer

APPENDIX F

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Series 2025A Bonds, payment of principal, interest and other payments on the Series 2025A Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Series 2025A Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the Fontana Public Facilities Financing Authority (the "Issuer") nor U.S. Bank National Association (the "Agent") take any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Series 2025A Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Series 2025A Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Series 2025A Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding

company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has an S&P Global Ratings rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct

Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to the Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to the Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to the Agent's DTC account.

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

$_____
FONTANA PUBLIC FACILITIES FINANCING AUTHORITY
LEASE REVENUE BONDS, SERIES 2025A

BOND PURCHASE AGREEMENT

_____, 2025

Fontana Public Facilities Financing Authority
8353 Sierra Avenue
Fontana, CA 92335
Attention: Executive Director

City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Attention: City Manager

Ladies and Gentlemen:

Samuel A. Ramirez & Co., Inc. (the "**Underwriter**"), hereby offers to enter into this Bond Purchase Agreement with you, the City of Fontana (the "**City**") and the Fontana Public Facilities Financing Authority (the "**Authority**"), for the purchase by the Underwriter and the delivery by you of the Authority's Lease Revenue Bonds, Series 2025A (the "**Bonds**"). The Bonds are being issued to (i) refinance all of the outstanding Fontana Public Facilities Public Financing Authority Lease Revenue Refunding Bonds, Series 2014A, (ii) finance the acquisition, construction, and installation of certain public capital improvements in the City, and (iii) pay the costs of issuing the Bonds. This offer is made subject to acceptance by you prior to 11:59 p.m., Los Angeles time, on the date hereof. Upon such acceptance, this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon you and the Underwriter.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements hereinafter set forth, the Underwriter agrees to purchase from the Authority all (but not less than all) of the $_____ aggregate principal amount of the Bonds.

The purchase price for the Bonds shall be $_____ (being the principal amount of the Bonds, plus original issue premium in the amount of $_____ and less an Underwriter's discount in the amount of $_____).

The Bonds will be dated the date of delivery thereof and will have the maturities and bear interest at the rates set forth on Exhibit A hereto. The Bonds will be subject to redemption as set forth in the Indenture and Official Statement herein described. The Bonds will be issued in book-entry form only. It is anticipated that CUSIP identification numbers will be inserted on the Bonds, but neither the failure to provide such numbers nor any error with respect thereto shall constitute a cause for failure or refusal by the Underwriter to accept delivery of the Bonds in accordance with the terms of this Bond Purchase Agreement.

The scheduled payment of principal of and interest on [certain maturities of the Bonds indicated on Exhibit A hereto] [the Bonds] when due will be guaranteed under a municipal bond insurance policy (the "**Policy**") to be issued concurrently with the delivery of the Bonds by _____ (the "**Insurer**"). As an accommodation to the Authority and City, the Underwriter will wire from the Purchase Price the premium for the Policy in the amount of $_____ on the date of Closing (defined below).

2. Authorizing Instruments and Law. The Bonds shall be issued pursuant to the provisions of a resolution (the "**Resolution**") adopted by the Authority on _____, 2025 authorizing the issuance of the Bonds and the Marks-Roos Local Bond Pooling Act of 1985, constituting Section 6584, *et seq.* of the California Government Code (the "**JPA Act**"). The Bonds are issued pursuant to an Indenture, dated as of October 1, 2025 (the "**Indenture**"), among the Authority, the City and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**"), and shall be as described in the Indenture.

The Bonds are limited obligations of the Authority payable primarily from and secured by certain base rental payments (the "**Base Rental Payments**") to be paid by the City pursuant to a Lease Agreement, dated as of October 1, 2025, between the City and the Authority (the "**Lease**"), for certain real property and the improvements thereon (the "**Leased Property**").

3. Offering the Bonds. The Underwriter agrees to offer all the Bonds to the public initially at the prices (or yields) set forth on the cover pages of the Official Statement of the Authority pertaining to the Bonds, dated [BPA Date] (the Official Statement, together with all appendices thereto, and with such changes therein and supplements thereto, are herein called the "**Official Statement**"). Subsequent to the initial public offering of the Bonds, the Underwriter reserves the right to change the public offering prices (or yields) as they deem necessary in connection with the marketing of the Bonds. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices. "Public Offering" shall include an offering to a number of institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold.

The City and the Authority acknowledge and agree that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the City, the Authority and the Underwriter, and that the Underwriter has financial and other interests that differ from those of the City and the Authority, (ii) in connection with such transaction the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the City and the Authority or any other person or entity and have not assumed a fiduciary responsibility in favor of the City or the Authority with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter has advised or is currently advising the City or the Authority on other matters), (iii) the only contractual obligations the Underwriter has to the City and the Authority with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement, except as otherwise provided by applicable rules and regulations of the SEC or the rules of the Municipal Securities Rulemaking Board (the "**MSRB**") and (iv) the City and the Authority have consulted with their own legal and other professional advisors to the extent they deemed appropriate in connection with the offering of the Bonds. The City and the Authority acknowledge that they have previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB relating to disclosures concerning the Underwriter's role in the transaction, disclosures concerning the Underwriter's compensation, conflict disclosures, if any, and disclosures concerning complex municipal securities financing, if any.

4. Delivery of Official Statement. If requested by the Underwriter, the Authority shall deliver to the Underwriter two (2) copies of the Official Statement manually executed on behalf of the Authority and the City. The Authority shall also deliver copies of the Official Statement in such quantities as the Underwriter may reasonably request in order to enable the Underwriter to distribute a single copy of each Official Statement to any potential customer of the Underwriter requesting an Official Statement during the time period beginning when the Official Statement becomes available and ending on the End Date (defined below). The Authority shall deliver these copies to the Underwriter within seven (7) business days after the execution of this Bond Purchase Agreement and in sufficient time to accompany or precede any sales confirmation that requests payment from any customer of the Underwriter. The Authority and the Underwriter hereby agree that the end of the underwriting period shall be the date of Closing (as defined below) unless the Underwriter informs the Authority in writing of a different end of the underwriting period.

"End Date" as used herein is that date which is the earlier of:

(a) twenty-five (25) days after the end of the underwriting period, as defined in SEC Rule 15c2-12 originally adopted by the Securities and Exchange Commission on June 28, 1989, as amended ("**Rule 15c2-12**"); or

(b) the time when the Official Statement becomes available from the MSRB, but in no event less than twenty-five (25) days after the underwriting period (as defined in Rule 15c2-12) ends.

The Underwriter acknowledges that the "End Date" will be the date of Closing unless the Underwriter otherwise notifies the Authority and the City in writing that the Underwriter still owns some or all of the Bonds.

The Authority and the City have authorized the use of the Official Statement in connection with the public offering of the Bonds. The Authority and the City also have consented to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement dated [POS Date], relating to the Bonds in connection with the public offering of the Bonds, (which, together with all appendices thereto, is herein called the "**Preliminary Official Statement**"). Authorized officers of the City and the Authority have certified to the Underwriter that such Preliminary Official Statement was deemed to be final as of its date for purposes of Rule 15c2-12, with the exception of certain final pricing and related information referred to in Rule 15c2-12. The Underwriter has distributed a copy of each Preliminary Official Statement to potential customers on request.

5. The Closing. At 9:00 A.M., California time, on [Closing Date], or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the Authority, the City and the Underwriter, the Authority, upon receipt of the purchase price thereof, will deliver (i) the Bonds in book-entry form through the facilities of The Depository Trust Company ("**DTC**"), and (ii) the closing documents hereinafter mentioned at the offices of Stradling Yocca Carlson & Rauth LLP, Newport Beach, California ("**Bond Counsel**"), or another place to be mutually agreed upon by the Authority, the City and the Underwriter. The Underwriter will accept such delivery from the Authority. The Underwriter will pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer of immediately available funds. This payment and delivery, together with the delivery of the aforementioned documents, is herein called the "**Closing**."

6. City Representations, Warranties and Covenants. The City represents, warrants and covenants to the Underwriter that:

(a) The City is a general law city organized and operating pursuant to the laws of the State of California (the "**State**") with power and authority to enter into and perform its duties under the Lease, the Continuing Disclosure Certificate, dated the date of Closing (the "**Continuing Disclosure Certificate**"), the Ground Lease, dated as of October 1, 2025 (the "**Ground Lease**"), between the City and the Authority, the Indenture, the Official Statement, the Escrow Agreement (2014 Bonds) (the "**Escrow Agreement**") among the City, the Authority and U.S. Bank Trust Company, National Association, as escrow agent (the "**Escrow Agent**") and this Bond Purchase Agreement (collectively, the "**City Documents**").

(b) To the best knowledge of the City, neither the approval, execution and delivery of the City Documents, and compliance with the provisions on the City's part contained therein, nor the consummation of any other of the transactions herein and therein contemplated, nor the fulfillment of the terms hereof and thereof, materially conflicts with or constitutes a material breach of or default under nor materially contravenes any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, nor does any such execution, delivery, adoption or compliance result in a security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the City under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the City Documents.

(c) The City Documents have been duly authorized, executed and delivered by the City, and, assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the City enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other laws affecting the enforcement of creditors' rights generally, and by the application of equitable principles if sought, by the exercise of judicial discretion, and by the limitations on legal remedies imposed on actions against cities in the State.

(d) Except as may be required under blue sky or other securities laws of any state, there is no material consent, approval, authorization or other order of, or filing with, or certification by, any regulatory agency having jurisdiction over the City required for the execution and delivery of the Bonds or the consummation by the City of the other transactions contemplated by the Official Statement and this Bond Purchase Agreement.

(e) To the best of the knowledge of the City, there is, and on the Closing there will be, no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending (notice of which has been received by the City) or threatened against the City to restrain or enjoin the delivery of any of the Bonds, or the payments to be made pursuant to the Lease, or in any way contesting or affecting the validity of the City Documents or the Bonds or the authority of the City to approve this Bond Purchase Agreement, or enter into the City Documents or contesting the powers of the City to enter into or perform its obligations under any of the foregoing or in any way contesting the powers of the City in connection with any action contemplated by this Bond Purchase Agreement or to restrain or enjoin the execution, sale and delivery of the Bonds, contesting the completeness or accuracy of the Preliminary Official Statement as of its date or the Official Statement or any supplement or amendment thereto wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the City

Documents to be executed by it or asserting that the Preliminary Official Statement as of its date or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of all the circumstances under which they were made, not misleading, or, except as described in the Preliminary Official Statement and the Official Statement, nor is there any basis for any such action, suit, proceeding or investigation.

(f) The Preliminary Official Statement provided to the Underwriter has been deemed final by the City, as required by Rule 15c2-12. As of the date thereof and at all times subsequent thereto up to and including the Closing, the information relating to the City, the Bonds, the Leased Property and the City Documents contained in the Official Statement was and will be materially complete for its intended purposes. The information relating to the City, the Bonds, the Leased Property and the City Documents contained in the Official Statement as of the date hereof is true and correct in all material respects and such information does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect.

(g) The City agrees to cooperate with the Underwriter in endeavoring to qualify the Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the City will not be required to execute a special or general consent to service of process in any jurisdiction in which it is not now so subject or to qualify to do business as a foreign corporation in any jurisdiction where it is not so qualified. The Underwriter shall be responsible for all costs relating to such qualification of the Bonds under blue sky or similar laws.

(h) By official action of the City prior to or concurrently with the execution hereof, the City has duly approved the distribution of the Official Statement, and has duly authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained in the City Documents and the consummation by it of all other transactions contemplated by the Official Statement and this Bond Purchase Agreement.

(i) To the best knowledge of the City, it is not in any material respect in breach of or default under any material applicable law or administrative regulation of the State or the United States or any material applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject and in connection with which the City is obligated to make payments from its own funds, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument the consequence of which could materially and adversely affect the performance of the City under the City Documents.

(j) If between the date of this Bond Purchase Agreement and the End Date an event occurs, of which the City has knowledge, which might or would cause the information relating to the City, the City's finances, the Leased Property, or the City's functions, duties and responsibilities contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading in any material respect, the City will notify the Underwriter, and if, in the opinion of the Underwriter, the City or their respective legal counsel, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will cooperate with the Underwriter in

the preparation of an amendment or supplement to the Official Statement and all expenses thereof will be paid for by the City.

(k) If the information relating to the Leased Property, the City, its functions, duties and responsibilities contained in the Official Statement is amended or supplemented pursuant to the immediately preceding subparagraph, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subparagraph) at all times subsequent thereto up to and including the date of the Closing, the portions of the Official Statement so supplemented or amended (including any financial and statistical data contained therein) will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading in any material respect.

(l) Any certificate signed by a duly authorized official of the City and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(m) As of the time of acceptance hereof and as of the Closing, the City does not and will not have outstanding any material indebtedness which is payable from the City's general fund except as disclosed in the Official Statement.

(n) Between the date of this Bond Purchase Agreement and the date of Closing, the City will not, except as disclosed in the Official Statement, offer or issue any certificates, notes or other obligations for borrowed money in a material amount, or, other than in the normal course of its operations, incur any material liabilities, direct or contingent, secured by or payable from the City's general fund.

(o) The City will undertake, pursuant to the Continuing Disclosure Certificate, to provide or cause to be provided annual financial reports and notices of certain events; a description of this undertaking is set forth in the Official Statement. Except as disclosed in the Preliminary Official Statement and Official Statement, the City and its related entities have not failed to comply in any material respect with a continuing disclosure undertaking under Rule 15c2-12 during the previous five years.

(p) The City is the owner in fee of title of the Leased Property and no other governmental authority, person, firm or corporation can claim ownership to the Leased Property.

(q) As of the time of acceptance hereof and as of the Closing, the fair rental value of the Leased Property is not less than the annual scheduled Base Rental Payments due under the Lease.

(r) The financial statements of, and other financial information regarding the City in the Official Statement fairly present the financial position and results of the operations of the City as of the dates and for the periods therein set forth and the audited financial statements have been prepared in accordance with generally accepted accounting principles applicable to cities.

7. Authority Representations, Warranties and Covenants. The Authority represents, warrants and covenants to the City and the Underwriter that:

(a) The Authority is a joint powers authority, duly organized and existing under the Constitution (the "**Constitution**") and laws of the State, including the JPA Act, with full right, power and authority to enter into, execute and deliver the Authority Documents (defined below) and to perform its obligations hereunder.

(b) By all necessary official action, the Authority has duly authorized and approved the execution and delivery of, and the performance by the Authority of the obligations on its part contained in the Bond Purchase Agreement, the Bonds, the Indenture, the Lease, the Ground Lease, the Escrow Agreement and the Assignment Agreement, dated as of October 1, 2025 (the "**Assignment Agreement**"), between the Authority and the Trustee (collectively, the "**Authority Documents**"), and has approved the use by the Underwriter of the Preliminary Official Statement, and the Official Statement and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered by the parties hereto, the Authority Documents will constitute the legally valid and binding obligations of the Authority enforceable upon the Authority in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors rights generally, to the exercise of judicial discretion and to the limitations on legal remedies against joint powers authorities in California. The Authority has complied and will at the Closing, be in compliance in all material respects, with the terms of the Authority Documents.

(c) The Bonds, when issued in accordance with the Indenture, will be valid and binding limited obligations of the Authority, entitled to the benefits of the Indenture and enforceable in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally, to the exercise of judicial discretion and to the limitations on legal remedies against joint powers authorities in California.

(d) As of the time of acceptance hereof and as of the time of the Closing, except as otherwise disclosed in the Official Statement, to the best knowledge of the Authority, the Authority is not and will not be in any material respect in breach of or in default under any law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Authority is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have an adverse effect on the Authority's ability to perform its obligations under the Authority Documents; and, as of such times, except as disclosed in the Official Statement, the authorization, execution and delivery of the Authority Documents and compliance by the Authority with the provisions thereof do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Authority is subject, or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties under the terms of any such law, regulation or instrument except as provided in the Authority Documents.

(e) As of the time of acceptance hereof and the Closing, except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending (notice of which has been received by the Authority), or to the best knowledge of the Authority threatened against the Authority in any material respect:

(i) affecting the existence of the Authority or the titles of the officers of the Authority to their respective offices;

(ii) affecting, contesting or seeking to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Authority Documents or the consummation of the transactions on the part of the Authority contemplated thereby, or contesting the exclusion of the interest on the Bonds from Federal or State taxation, as applicable, or contesting the powers of the Authority or its authority to enter into the Lease and to pledge the Base Rental Payments for repayment of the Bonds;

(iii) which may result in any material adverse change relating to the financial condition of the Authority;

(iv) contesting the completeness or accuracy of the Preliminary Official Statement as of its date or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement as of its date or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of all the circumstances under which they were made, not misleading; or

(v) challenging the ability of the Authority to sell the Bonds to the Underwriter.

(f) The Authority will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the blue sky laws or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and will use its best efforts to continue such qualification in effect so long as required for distribution of the Bonds; *provided however*, that in no event shall the Authority be required to take any action which would subject it to general or unlimited service of process in any jurisdiction in which it is not now so subject.

(g) Any certificate signed by a duly authorized officer of the Authority and delivered to the Underwriter shall be deemed to be a representation and warranty by the Authority to the Underwriter as to the statements made therein.

(h) As of the time of acceptance hereof and as of the date of Closing, except as otherwise disclosed in the Official Statement, the Authority has complied with the filing requirements of the JPA Act.

(i) The Authority will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement from the delivery of the Official Statement to the End Date. The

Authority will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds.

(j) Substantially all the proceeds from the sale of the Bonds (after deducting the expenses of issuance and sale of the Bonds paid for from such proceeds) will be used as set forth in the Indenture and as described in the Official Statement, and the Authority will not take or omit to take any action which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner contrary to that provided in the Indenture and the Lease, as amended from time to time.

(k) For a period beginning on the date hereof and continuing until the End Date, (a) the Authority will not adopt any amendment of, or supplement to, the Official Statement without prior consultation with the Underwriter and Kutak Rock LLP, counsel to the Underwriter ("**Underwriter's Counsel**") and (b) if any event relating to or affecting the Authority shall occur as a result of which it is necessary, in the opinion of the Underwriter, the City, or their respective legal counsel, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser of the Bonds, the Authority will cooperate with the Underwriter in the preparation of an amendment of, or supplement to, the Official Statement which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser of the Bonds, not misleading.

8. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Authority in establishing the issue price of the Bonds and shall execute and deliver to the Authority at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Authority and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise set forth in Exhibit A attached hereto, the Authority will treat the first price at which 10% of each maturity of the Bonds (the "**10% test**") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Authority the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Authority the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Authority or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "**initial offering**

price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto. Exhibit A also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the Underwriter represents that (i) the 10% test has been satisfied (assuming orders are confirmed by the close of the business day immediately following the date of this Bond Purchase Agreement) and (ii) the 10% test has not been satisfied and for which the Authority and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(A) the close of the fifth (5th) business day after the sale date; or

(B) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Authority promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be reasonable periodic intervals or otherwise upon request of the Underwriter and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have

been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Authority acknowledges that, in making the representation set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

a. "public" means any person other than an underwriter or a related party;

b. "underwriter" means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

c. a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

d. "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

9. Closing Conditions. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and covenants herein and the performance by the Authority and the City of their respective obligations hereunder, both as of the date hereof and as of the date of the Closing. The Underwriter's obligations hereunder are and shall be subject to the following additional conditions:

(a) Bring-Down Representation. The representations, warranties and covenants of the Authority and the City contained herein shall be true and correct at the date hereof and at the time of the Closing, as if made on the date of the Closing.

(b) Executed Agreements and Performance Thereunder. At the time of the Closing:

(i) the City Documents and the Authority Documents shall be in full force and effect, and shall not have been amended, modified or supplemented except with the prior written consent of the Underwriter;

(ii) there shall be in full force and effect such resolutions (the "**Authorizing Resolutions**") as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions on the part of the Authority and the City contemplated by the City Documents and the Authority Documents;

(iii) the Authority shall perform or have performed its obligations required or specified in the Authority Documents to be performed at or prior to Closing;

(iv) the City shall perform or have performed its obligations required as specified in the City Documents to be performed at or prior to Closing; and

(v) the Official Statement shall not have been supplemented or amended, except pursuant to Paragraph 6(j) or 7(i), or as otherwise may have been agreed to in writing by the Underwriter.

(c) No Default. At the time of the Closing, no default shall have occurred or be existing under the Authority Documents or the City Documents and neither the Authority nor the City shall be in default in the payment of principal or interest on any of its bonded indebtedness or other obligations payable from the City's general fund which default shall adversely impact the ability of the Authority to make payments on the Bonds or the City to make payments pursuant to the Lease.

(d) Termination Events. The Underwriter shall have the right to terminate this Bond Purchase Agreement, without liability therefor, by written notification to the Authority and the City if at any time at or prior to the Closing the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall have been materially adversely affected in the reasonable judgment of the Underwriter (evidenced by a written notice to the City and the Authority terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds) by reason of any of the following:

(i) an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States or by the State, or the amendment of legislation pending as of the date of the Authority Documents or the City Documents in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any Federal or State court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other Federal or State authority materially adversely affecting the Federal or State tax status of the Authority or the City, or the interest on bonds or notes or obligations of the general character of the Bonds; or

(ii) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the States or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds; or

(iii) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; or

(iv) the New York Stock Exchange or other national securities exchange, or any governmental or regulatory authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of the Underwriter; or

(v) a general banking moratorium shall have been established by federal or State authorities; or

(vi) there shall have occurred (i) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (ii) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(vii) the commencement of any action, suit or proceeding described in Paragraphs 6(e) or 7(e) hereof; or

(viii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction; or

(ix) any event occurring or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue or incorrect in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or

(x) any rating of the Bonds or other obligations of the City shall have been downgraded, suspended or withdrawn or placed on negative outlook or negative watch by a national rating service, which, in the Underwriter's reasonable opinion, materially adversely affects the marketability or market price of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(xi) any rating of the Insurer shall have been downgraded, suspended or withdrawn or placed on negative outlook or negative watch by a national rating service, which, in the Underwriter's reasonable opinion, materially adversely affects the marketability or market price of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(xii) any proceeding shall be pending or threatened by the Securities and Exchange Commission against the Authority or the City; or

(xiii) any fact or event shall exist or have existed that requires or has required an amendment of or supplement to the Official Statement in which the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall have been materially adversely affected in the reasonable judgment of the Underwriter; or

(xiv) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(xv) the marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets; or

(xvi) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Bond Purchase Agreement or by the Official Statement, or any document relating to the issuance,

offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

(e) Closing Documents. At or prior to the Closing, the Underwriter shall receive with respect to the Bonds (unless the context otherwise indicates) the following documents:

(1) Bond Opinion. The approving opinion of Bond Counsel dated the date of Closing and substantially in the form included as APPENDIX D to the Official Statement and a reliance letter(s) thereon dated the date of Closing addressed to the Underwriter and the Trustee.

(2) Supplemental Opinion. A supplemental opinion of Bond Counsel dated the date of Closing, addressed to the Underwriter, in substantially the form attached hereto as Exhibit C.

(3) Negative Assurance Letter of Disclosure Counsel. A letter of Jones Hall LLP, Disclosure Counsel to the Authority and the City, dated the date of Closing and addressed to the Authority, the City, and the Underwriter to the effect that based upon their participation in the preparation of the Official Statement as Disclosure Counsel to the Authority and without having undertaken to determine independently the accuracy or completeness of the contents in the Official Statement, such counsel has no reason to believe that the Preliminary Official Statement (except for the completion of pricing information and any other matters or terms of the Bonds relating thereto) as of its date or as of the date of this Purchase Agreement or the Official Statement as of its date or as of the date of the Closing (except that no opinion need be expressed as to any financial, statistical, economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, maps, estimates, projections, assumptions or expressions of opinion, any information about feasibility, valuation, appraisals, assessed values, market absorption, real estate, ownership, environmental or archaeological matters, the appendices thereto, or any information about the Insurer, the Policy, book-entry, The Depository Trust Company, debt service requirements or tax exemption included or referred to therein, which may be expressly excluded from the scope of the opinions), contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(4) Municipal Advisor Certificate. A certificate of CSG Advisors Incorporated ("**CSG Advisors**"), dated the Closing Date and addressed to the Authority, the City and the Underwriter, to the effect that (i) CSG Advisors has reviewed the Preliminary Official Statement and the Official Statement and (ii) no information has come to its attention which would lead it to believe that the information contained in the Preliminary Official Statement, as of its date and as of the date of this Purchase Agreement and the Official Statement, as of its date and the Closing Date, is not true or correct in all material respects, or that the Preliminary Official Statement, as of its date and as of the date of this Purchase Agreement and the Official Statement, as of its date and the Closing Date contains any untrue statement of a material fact or omits to state a material fact where necessary to make a statement not misleading.

(5) Opinion of City Attorney. An opinion of the City Attorney, dated the date of the Closing and addressed to the City, the Trustee and the Underwriter, to the effect that:

(A) the City is a general law city duly organized and validly existing under the Constitution and laws of the State of California;

(B) the resolution of the City approving and authorizing the execution and delivery of the City Documents and approving and authorizing the issuance of the Bonds and the delivery of the Official Statement and other actions of the City was duly adopted at a meeting of the governing body of the City which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the resolution is now in full force and effect and has not been amended or superseded in any way;

(C) the City Documents have been duly authorized, executed and delivered by the City, and (assuming due execution and delivery by parties other than the City) are valid, legal and binding agreements of the City enforceable in accordance with their terms, except that the rights and obligations under the City Documents are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State;

(D) the authorization, execution and delivery of the Bonds, the Official Statement, and the City Documents by the City and compliance with the provisions thereof by the City of its obligations thereunder, will not conflict with, or constitute a breach or default under, in any material respect, any law, administrative regulation, court decree, resolution, ordinance or other agreement to which the City is subject or by which it is bound; and

(E) to such counsel's knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or public body pending with respect to which the City has been served or, to such counsel's knowledge, threatened against or affecting the City, except as may be disclosed in the Official Statement, which would materially adversely impact the City's ability to complete the transactions contemplated by the City Documents, the Official Statement or any other document or certificate related to such transactions, restrain or enjoin the collection of Base Rental Payments with respect to the Lease, or in any way contesting or affecting the validity of the Bonds, the Official Statement or the City Documents.

(6) Authority Counsel Opinion. An opinion of counsel to the Authority, dated the date of the Closing and addressed to the Authority, the Trustee and the Underwriter, to the effect that:

(A) the Authority is a joint exercise of powers authority organized and existing under the laws of the State of California;

(B) the resolution of the Authority approving and authorizing the execution and delivery of the Authority Documents, the Bonds and the Official Statement and other actions of the Authority was duly adopted at a meeting of the governing body of the Authority which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the resolution is now in full force and effect and has not been amended or superseded in any way;

(C) the Authority Documents have been duly authorized, executed and delivered by the Authority, and (assuming due execution and delivery by parties other than the Authority) are valid, legal and binding agreements of the Authority enforceable in accordance with their terms, except that the rights and obligations under the Authority Documents are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws

affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State;

(D) to such counsel's knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or public body pending with respect to which the Authority has been served or, to the such counsel's knowledge, threatened against or affecting the Authority, except as may be disclosed in the Official Statement, which would materially adversely impact the Authority's ability to complete the transactions contemplated by the Authority Documents, the Official Statement or any other document or certificate related to such transactions, restrain or enjoin the collection of Base Rental Payments with respect to the Lease, or in any way contesting or affecting the validity of the Bonds, the Official Statement, the Authority Documents or the transactions described in and contemplated thereby wherein an unfavorable decision, ruling or finding would materially adversely affect the validity and enforceability of the Bonds or the Authority Documents or in which a final adverse decision could materially adversely affect the operations of the Authority; and

(E) the execution and delivery of the Authority Documents and the issuance of the Bonds and compliance with the provisions thereof, do not and will not in any material respect conflict with or constitute on the part of the Authority a breach of or default under any agreement or other instrument to which the Authority is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Authority is subject, which breach or default has or may have a material adverse effect on the ability of the Authority to perform its obligations under the Authority Documents.

(7) Underwriter's Counsel Opinion. An opinion of Underwriter's Counsel, dated the date of the Closing addressed to the Underwriter, in such form as may be acceptable to the Underwriter.

(8) City Certificate. A certificate, dated the date of Closing, signed by a duly authorized official of the City satisfactory in form and substance to the Underwriter to the effect that: (a) the representations, warranties and covenants of the City contained in this Bond Purchase Agreement are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing; (b) the City has complied with all agreements, covenants and conditions to be complied with by the City at or prior to the Closing under the City Documents; (c) to the best of such official's knowledge, no event affecting the City has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing the statements or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein, in the light of the circumstances under which they were made, not misleading in any material respect.

(9) Authority Certificate. A certificate of the Authority, dated the date of the Closing, signed on behalf of the Authority by the Chair or other duly authorized officer of the Authority to the effect that (a) the representations, warranties and covenants of the Authority contained herein and in the Authority Documents are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing; (b) the Authority has complied with all agreements, covenants and conditions to be complied with by the Authority at or prior to the Closing under the Authority Documents and (c) to the best of such official's knowledge, no event affecting the Authority has occurred since the date of the Official Statement which has not been disclosed therein

or in any supplement or amendment thereto which event should be disclosed in the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(10) Trustee and Escrow Agent's Certificate. A certificate of U.S. Bank Trust Company, National Association (the "**Bank**"), dated the Closing Date, in form and substance acceptable to the Authority, Bond Counsel, the Underwriter and Underwriter's Counsel.

(11) Bank Incumbency Certificate. A certified copy of a certificate of an officer of the Bank certifying as to the incumbency, signature and signing authority of the officers who have executed and delivered the Indenture and Escrow Agreement and agreed to accept the duties of Trustee under the Indenture and Escrow Agent under the Escrow Agreement.

(12) Bank Counsel's Opinion. An opinion, dated the date of the Closing addressed to the Authority, the City and the Underwriter, of the Bank's Counsel, in form and content satisfactory to the Authority, Bond Counsel, the Underwriter and Underwriter's Counsel.

(13) Title Policy. A copy of a CLTA or ALTA title insurance policy in an amount equal to the principal amount of the Bonds, insuring the City's leasehold interest in the Leased Property, subject only to Permitted Encumbrances (as defined in the Lease) or such other acceptable encumbrances.

(14) Transcripts. An electronic transcript of the proceedings prepared by Bond Counsel relating to the authorization and issuance of the Bonds will be made available for download by the Underwriter in due course following the Closing.

(15) Official Statement. The Official Statement and each supplement or amendment, if any, thereto, executed on behalf of the Authority by a duly authorized officer of each.

(16) Documents. An original executed or certified copy of each of the Authority Documents, the City Documents and the Joint Exercise of Powers Agreement (the "**JPA Agreement**"), dated as of September 1, 2014, between the City and the Fontana Fire Protection District and any amendments thereto.

(17) City Resolution. Certified copy by the City Clerk, of each resolution of the City relating to the City Documents, the actions contemplated thereby, provided that such resolutions may be contained in the transcripts.

(18) Authority Resolution. Certified copy by the Secretary or Assistant Secretary of the Authority, of each resolution of the Authority relating to the Authority Documents, the Bonds and the transactions contemplated thereby, provided that such resolutions may be contained in the transcripts.

(19) IRS Form 8038-G. Evidence that the federal tax information form 8038 G has been prepared for filing.

(20) Tax Certificate. A Tax Certificate in a form satisfactory to Bond Counsel.

(21) Rating. Evidence as of the Closing satisfactory to the Underwriter that the Bonds have received the rating set forth in the Official Statement and that such rating has not been reduced or withdrawn.

(22) Policy. The Policy, duly executed by the Insurer.

(23) Insurer Counsel Opinion. An opinion of counsel to the Insurer, dated the Closing Date, addressed to the Authority, the City and the Underwriter, in form and substance satisfactory to the Underwriter and Bond Counsel.

(24) Insurer Certificate. A certificate or certificates of the Insurer, dated the Closing Date, as to the accuracy of the information relating to the Insurer and the Policy included in the Official Statement and such other matters reasonably requested by the Underwriter and Bond Counsel.

(25) CDIAC Statement. A copy of the Notice of Final Sale required to be delivered to the California Debt and Investment Advisory Commission pursuant to section 53583 of the Government Code and section 8855(g) of the Government Code.

(26) Additional Documents. Such additional certificates, instruments and other documents as the Underwriter and Bond Counsel may reasonably deem necessary.

If the Authority or the City shall be unable to satisfy the conditions contained in this Bond Purchase Agreement, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement may be terminated by the Underwriter, and none of the Underwriter, the Authority or the City shall be under further obligation hereunder.

10. Expenses. Except as otherwise provided in this Section, the Underwriter shall be under no obligation to pay, and the Authority or the City shall pay or cause to be paid, the expenses incident to the performance of the obligations of the Authority and the City hereunder including but not limited to:

(a) the costs of the preparation and printing, or other reproduction (for distribution on or prior to the date hereof) of the City Documents and the Authority Documents and the cost of preparing, printing, issuing and delivering the Bonds;

(b) the fees and disbursements of any counsel, municipal advisors, accountants, or other experts or consultants retained by the Authority or the City;

(c) the fees and disbursements of Bond Counsel and Disclosure Counsel;

(d) the cost of preparation and printing the Preliminary Official Statement and any supplements and amendments thereto and the cost of preparation and printing of the Official Statement, including a reasonable number of copies thereof for distribution by the Underwriter; and

(e) charges of rating agencies for the rating of the Bonds.

The Underwriter shall pay all expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds including, but not limited to: (i) the fees and

disbursements of Underwriter's Counsel; and (ii) all out-of-pocket disbursements and expenses incurred by the Underwriter in connection with the offering and distribution of the Bonds (including other expenses, fees of the California Debt and Investment Advisory Commission, CUSIP Service Bureau fees, and any other fees and expenses), except as otherwise provided in the preceding paragraph or otherwise agreed to by the Underwriter, the Authority and the City in writing. Any meals in connection with or adjacent to meetings, rating agency presentations, pricing activities or other transaction-related activities shall be considered an expense of the transaction and included in the expense component of the Underwriter's discount.

11. Notice. Any notice or other communication to be given to the Underwriter may be given by delivering the same to Samuel A. Ramirez & Co., Inc., 12130 Millennium Drive, Suite 300, Los Angeles, California 90094; Attention: Public Finance. Any notice or other communication to be given to the Authority or the City pursuant to this Bond Purchase Agreement may be given by delivering the same in writing to such entity, at the addresses set forth on the cover page hereof.

12. Entire Agreement. This Bond Purchase Agreement, when accepted by the Authority and the City, shall constitute the entire agreement among the Authority, the City and the Underwriter and is made solely for the benefit of the Authority, the City and the Underwriter (including the successors or assigns of any Underwriter). Except as provided in Section 16 below, no other person shall acquire or have any right hereunder by virtue hereof, except as provided herein. All the Authority's and the City's representations, warranties and agreements in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Underwriter, until the earlier of (a) delivery of and payment for the Bonds hereunder, and (b) any termination of this Bond Purchase Agreement.

13. Definitions. Terms not otherwise defined herein shall have the same meaning as when used in the Indenture or the Lease.

14. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

15. State of California Law Governs. The validity, interpretation and performance of the City Documents and the Authority Documents shall be governed by the laws of the State.

16. No Assignment. The rights and obligations created by this Bond Purchase Agreement shall not be subject to assignment by the Underwriter, the Authority or the City without the prior written consent of the other parties hereto.

17. Counterparts. This Bond Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

SAMUEL A. RAMIREZ & CO., INC.

By: _____
Managing Director

The foregoing is hereby agreed to and accepted as of the date first above written:

FONTANA PUBLIC FACILITIES FINANCING AUTHORITY

By: _____

Title: _____

Time of Execution: _____ p.m. California time

CITY OF FONTANA

By: _____

Title: _____

Time of Execution: _____ p.m. California time

[EXECUTION PAGE OF BOND PURCHASE AGREEMENT]

EXHIBIT A

MATURITY SCHEDULE

$_____
FONTANA PUBLIC FACILITIES FINANCING AUTHORITY
LEASE REVENUE BONDS, SERIES 2025A

MATURITY SCHEDULE

Maturity (November 1)	Principal Amount	Interest Rate	Yield	Price	10% Test Satisfied*	10% Test Not Satisfied	Subject to Hold-The-Offering-Price Rule
2025							
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							
2035							
2036							
2037							
2038							
20__ (T)							
20__ (T)							
20__ (T)							

(I) Insured Bond.
(T) Term Bond.
(C) Priced to optional call at [par] on November 1, 20__.
* At the time of execution of this Purchase Agreement and assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement.

EXHIBIT B

$_____
FONTANA PUBLIC FACILITIES FINANCING AUTHORITY
LEASE REVENUE BONDS, SERIES 2025A

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Samuel A. Ramirez & Co., Inc. ("Ramirez") hereby certify as set forth below with respect to the sale and issuance of the above-captioned bonds (the "Bonds").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) Ramirez offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated [BPA Date], by and among Ramirez, the Issuer and the City of Fontana, Ramirez has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *Issuer* means the Fontana Public Facilities Financing Authority.

(b) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(c) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(d) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which Ramirez has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [BPA Date].

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the interpretation by Ramirez of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the attached Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

Dated: [Closing Date]

SAMUEL A. RAMIREZ & CO., INC., as underwriter

By: _____

Authorized Signatory

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

[TO BE ATTACHED]

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

[TO BE ATTACHED]

EXHIBIT C

FONTANA PUBLIC FACILITIES FINANCING AUTHORITY
LEASE REVENUE BONDS, SERIES 2025A

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

Upon the initial issuance of the Bonds, Stradling Yocca Carlson & Rauth LLP, Bond Counsel, proposes to deliver a supplemental opinion to the Underwriter in substantially the form set forth below:

[Closing Date]

Samuel A. Ramirez & Co., Inc.
Los Angeles, California

Re: $_____ Fontana Public Facilities Financing Authority Lease Revenue Bonds Series 2025A

Ladies and Gentlemen:

On the date hereof, as Bond Counsel to the City of Fontana (the "City") and the Fontana Public Facilities Financing Authority (the "Authority"), we have rendered to the City and the Authority our final legal opinion (the "Approving Opinion") concerning the validity of $_____ aggregate principal amount of Fontana Public Facilities Financing Authority Lease Revenue Bonds Series 2025A (the "Bonds"). You may rely upon our Approving Opinion as if it were addressed to you. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the Bond Purchase Agreement dated [BPA Date] (the "Purchase Agreement"), among the Authority, the City and Samuel A. Ramirez & Co., Inc. (the "Underwriter").

We have assumed, but not independently verified, that the signatures on all documents, letters, certificates and instructions which we have examined are genuine, that all documents submitted to us are authentic and were duly and properly executed by the parties thereto and that all representations made in the documents that we have reviewed are true and accurate.

We express no opinion herein with respect to any indemnification, contribution, choice of law, choice of forum, penalty or waiver provisions contained in the Bonds, the Indenture, the Ground Lease, the Lease Agreement or the Purchase Agreement, nor do we express any opinion with respect to the state or quality of title to any of the real or personal property described in the Ground Lease, the Lease Agreement or the Indenture, or the accuracy or sufficiency of the description of any such property contained therein.

Based upon the foregoing and such other information and documents as we consider necessary to render this opinion, we are of the opinion that:

(1) The Purchase Agreement has been duly authorized, executed and delivered by the Authority and the City and is a valid and binding agreement of the Authority and the City.

(2) The statements on the cover of the Official Statement and in the Official Statement under the captions "INTRODUCTION," "THE SERIES 2025A BONDS," "THE PROPERTY,"

"SECURITY FOR THE SERIES 2025A BONDS," and "TAX MATTERS," and in "APPENDIX B – SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS" and "APPENDIX D – PROPOSED FORM OF OPINION OF BOND COUNSEL," insofar as such statements expressly summarize certain provisions of the Indenture, the Lease Agreement, the Ground Lease and the final opinion of Bond Counsel concerning certain tax matters relating to the Bonds, are accurate in all material respects.

(3) The Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Indenture is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.

The opinions expressed herein are based upon our analysis and interpretation of existing laws, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities. This opinion is limited to matters governed by the laws of the State of California and federal securities laws, and we assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

We express no opinion herein regarding any tax consequences with respect to the Bonds. No opinion is expressed herein with respect to the compliance with, or applicability of, any "blue sky" laws of any state as they relate to the offer or sale of the Bonds.

We call attention to the fact that the foregoing opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether such actions or events are taken (or not taken) or occur (or do not occur).

This opinion is furnished by us to you and is solely for your benefit, and may not be used, circulated, quoted or otherwise referred to or relied upon by others without our prior written consent. This letter is not intended to be, and may not be, relied upon by the owners of the Bonds or any beneficial ownership interest therein. You have acknowledged that no attorney-client relationship exists between us and you with respect to any matters related to the Bonds.

Our engagement with respect to the Bonds has concluded with their delivery, and we disclaim any obligation to update this opinion or other matters discussed in the Official Statement.

Respectfully submitted,

ESCROW AGREEMENT (2014 BONDS)

THIS ESCROW AGREEMENT, dated as of October 1, 2025, by and among the City of Fontana (the "City"), the Fontana Public Facilities Financing Authority (the "Authority") and U.S. Bank Trust Company, National Association, acting in its capacity as escrow bank (the "Escrow Bank") pursuant to this Escrow Agreement (2014 Bonds) (the "Agreement") and as 2014 Trustee (as defined below);

WITNESSETH:

WHEREAS, the Authority has previously caused to be issued its Lease Revenue Refunding Bonds, Series 2014A (the "2014 Bonds"), in the original aggregate principal amount of $37,675,000, pursuant to an Indenture, dated as of October 1, 2014 (the "2014 Indenture"), by and between the Authority and U.S. Bank Trust Company, National Association, as successor trustee (the "2014 Trustee"), of which $24,375,000 aggregate principal amount is currently outstanding; and

WHEREAS, the City and has determined that it is in its best interests and desirable that the 2014 Bonds be redeemed and defeased; and

WHEREAS, in order to accomplish such redemption it is necessary and desirable for the City to prepay a portion of its Base Rental Payment obligation under that certain Lease Agreement, dated as of October 1, 2014 (the "2014 Lease Agreement"), by and between the City and the Authority, and to thereby defease the 2014 Bonds in accordance with the terms of Section 10.02 of the 2014 Indenture and Section 7.02 of the 2014 Lease Agreement; and

WHEREAS, the City and the Authority have agreed to provide funds necessary to secure redemption and defeasance of the 2014 Bonds through the issuance by the Authority of its $_____ aggregate principal amount Fontana Public Facilities Financing Authority Lease Revenue Bonds, Series 2025A (the "Series 2025A Bonds"), secured in part by lease payments to be made by the City to the Facilities Authority pursuant to the Lease Agreement, dated as of October 1, 2025, by and between the City and the Authority; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City, the Authority and the Escrow Bank agree as follows:

SECTION 1. Deposit of Moneys.

(a) The City and the Authority hereby deposit with the Escrow Bank $_____ from the net proceeds of the Series 2025A Bonds and direct the 2014 Trustee to transfer $_____ to the Escrow Bank from certain funds and accounts established in connection with the 2014 Bonds. Such moneys shall be held uninvested in irrevocable escrow by the Escrow Bank separate and apart from other funds of the City, the Authority, the Escrow Bank and the 2014 Trustee in a fund hereby created and established and to be known as the "Escrow Fund," and shall be applied solely as provided in this Agreement. Such moneys are at least equal to an amount sufficient to redeem on _____ __, 2025 (the "Redemption Date") the 2014 Bonds maturing on and after September 1, 2026.

(b) The City and the Authority hereby direct the Escrow Bank to immediately apply $_____ to acquire, on the Closing Date, the Federal Securities set forth in Schedule B and to hold $_____ uninvested as cash.

SECTION 2. Use of Moneys. The Escrow Bank acknowledges receipt of the moneys described in Section 1 and agrees:

(a) to deposit such moneys in the Escrow Fund; and

(b) to make the payments required under Section 3(a) hereof at the times set forth in Section 3(a) hereof.

SECTION 3. Investment of Moneys.

The Escrow Bank acknowledges receipt of the moneys described in Section 2 and agrees immediately to invest such moneys in the Federal Securities listed on Schedule B hereto and to deposit such Federal Securities in the Escrow Fund. The Escrow Bank shall be entitled to rely upon the conclusion of _____ (the "Verification Agent"), that the Federal Securities listed on Schedule B hereto mature and bear interest payable in such amounts and at such times as, together with cash on deposit in the Escrow Fund, will be sufficient to pay on the Redemption Date, the Redemption Price of the 2014 Bonds.

SECTION 4. Investment of Any Remaining Moneys.

At the written direction of the City, the Escrow Bank shall reinvest any other amount of principal and interest, or any portion thereof, received from the Federal Securities prior to the date on which such payment is required for the purposes set forth herein, in noncallable Federal Securities maturing not later than the date on which such payment or portion thereof is required for the purposes set forth in Section 6, at the written direction of the City, as verified in a report prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions to the effect that the reinvestment described in said report will not adversely effect the sufficiency of the amounts of securities, investments and money in the Escrow Fund to pay on the Redemption Date, the Redemption Price of the 2014 Bonds, as set forth in Schedule C hereto, and provided that the City has obtained and delivered to the Escrow Bank an unqualified opinion of Stradling Yocca Carlson & Rauth LLP that such reinvestment will not adversely effect the exclusion from gross income for federal income tax purposes or of the interest with respect to the Series 2025A Bonds. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 4 which is not required for the purposes set forth in Section 6, as verified in the letter of the Verification Agent originally obtained by the City with respect to the refunding of the 2014 Bonds or in any other report prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of tax-exempt obligations of political subdivisions, shall be paid to the City promptly upon the receipt of such interest income by the Escrow Bank. The determination of the City as to whether an accountant qualifies under this Agreement shall be conclusive.

SECTION 5. Substitution of Securities.

Upon the written request of the City, and subject to the conditions and limitations herein set forth and applicable governmental rules and regulations, the Escrow Bank shall sell, redeem or otherwise dispose of the Federal Securities, provided that there are substituted therefor from the proceeds of the Federal Securities other Federal Securities, but only after the City has obtained and delivered to the Escrow Bank: (i) an unqualified opinion of Stradling Yocca Carlson & Rauth LLP to the effect that the substitution of securities is permitted under the legal documents in effect with respect to the 2014 Bonds and that such reinvestment will not adversely effect the exclusion from gross income for federal income tax purposes of the interest with respect to the Series 2025A Bonds; and (ii) a report by a firm of independent certified public accountants to the effect that the reinvestment described in said report will not adversely effect the sufficiency of the amounts of securities, investments and money in the Escrow Fund to pay on the Redemption Date, the Redemption Price of the 2014 Bonds, as set forth in Schedule C hereto. The Escrow Bank shall not be liable or responsible for any loss resulting from any reinvestment made pursuant to this Agreement and in full compliance with the provisions hereof.

SECTION 6. Payment and Redemption of the 2014 Bonds.

The City hereby requests and irrevocably instructs the Escrow Agent to pay on the Redemption Date, from the amounts on deposit in the Escrow Fund, the Redemption Price of the 2014 Bonds, as set forth in Schedule C hereto. Upon payment in full of the 2014 Bonds, the Escrow Agent shall transfer any moneys remaining in the Escrow Fund to the City and, after provision for payment of amounts due to the 2014 Trustee and the Escrow Agent pursuant to Section 6 and 13 hereof, this Agreement shall terminate. The Escrow Fund cash flow for the Escrow Fund is set forth in Schedule C attached hereto. Pursuant to the 2014 Indenture, as a result of the irrevocable deposit in the Escrow Fund pursuant to Section 2 of this Escrow Agreement to pay and redeem all of the 2014 Bonds, the entire indebtedness of the outstanding 2014 Bonds has been discharged within the meaning of the 2014 Indenture.

The holders of the 2014 Bonds shall have a first lien on the moneys and Federal Securities in the Escrow Fund which are allowable and sufficient to pay the 2014 Bonds until such moneys and Federal Securities are used and applied as provided in this Agreement. Cash and investments held in the Escrow Fund are irrevocably pledged only to the 2014 Bond holders.

SECTION 7. Performance of Duties. The Escrow Bank agrees to perform the duties set forth herein.

SECTION 8. Indemnity. The City and the Authority hereby assume liability for, and hereby agree (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Bank and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Bank at any time (whether or not also indemnified against the same by the City or the Authority or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds and securities deposited therein and any payment, transfer or other application of moneys or securities by the Escrow Bank in accordance with the provisions of this Agreement; provided, however, that the City and the Authority shall not be required to indemnify the Escrow Bank against the Escrow

Bank's own negligence or willful misconduct or the negligent or willful misconduct of the Escrow Bank's respective successors, assigns, agents and employees or the breach by the Escrow Bank of the terms of this Agreement. In no event shall the City, the Authority or the Escrow Bank be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this section. The indemnities contained in this section shall survive the termination of this Agreement and the resignation or removal of the Escrow Bank.

SECTION 9. Responsibilities of the Escrow Bank. The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, the sufficiency of such moneys to accomplish the defeasance of the 2014 Bonds or any payment, transfer or other application of moneys or obligations by the Escrow Bank in accordance with the provisions of this Agreement or by reason of any non negligent act, non negligent omission or non negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the "Whereas" clauses herein shall be taken as the statements of the City and the Authority and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank makes no representation as to the sufficiency of the moneys deposited in the Escrow Fund to accomplish the defeasance of the 2014 Bonds or to the validity of this Agreement as to the City and, except as otherwise provided herein, the Escrow Bank shall incur no liability with respect thereto. The Escrow Bank shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Agreement. In no event shall the Escrow Bank be liable for any special indirect or consequential damages. The Escrow Bank may consult with counsel, who may or may not be counsel to the City, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection with respect to any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the City or the Authority. The Escrow Bank shall incur no liability for losses arising from any investment made pursuant to this Agreement. No provision of this Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business shall be the successor to the Escrow Bank without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

SECTION 10. Irrevocable Instructions to Provide Notice. The forms of the notices required to be mailed pursuant to Sections 4.02 and 10.02 of the Indenture and the Continuing Disclosure Agreement, dated as of October 1, 2014, between the City and the 2014 Trustee (the "Continuing Disclosure Agreement"), are substantially in the forms attached hereto as Exhibits A and B. The City and the Authority hereby irrevocably instruct the Escrow Bank (a) to mail a notice of defeasance of the 2014 Bonds in the form attached hereto as Exhibit A, in accordance with Section 10.02 of the 2014 Indenture and the Continuing Disclosure Agreement, and (b) to mail a notice of redemption of

the 2014 Bonds in the form attached as Exhibit B, in accordance with Section 4.02 of the 2014 Indenture.

SECTION 11. Amendments. This Agreement is made for the benefit of the City, the Authority and the holders from time to time of the 2014 Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Escrow Bank and the City; provided, however, but only after the receipt by the Escrow Bank of an opinion of nationally recognized bond counsel that the exclusion from gross income of interest with respect to the Series 2025A Bonds and the 2014 Bonds will not be adversely affected for federal income tax purposes, that the City, the Authority and the Escrow Bank may, without the consent of, or notice to, such holders, amend this Agreement or enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Agreement; (ii) to grant to, or confer upon, the Escrow Bank for the benefit of the holders of the 2014 Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Bank; and (iii) to include under this Agreement additional funds, securities or properties. The Escrow Bank shall be entitled to rely conclusively upon an unqualified opinion of nationally recognized municipal bond attorneys with respect to compliance with this section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the 2014 Bonds or that any instrument executed hereunder complies with the conditions and provisions of this section.

SECTION 12. Term. This Agreement shall commence upon its execution and delivery and shall terminate on the later to occur of either: (i) the date upon which the 2014 Bonds have been paid in accordance with this Agreement; or (ii) the date upon which no unclaimed moneys remain on deposit with the Escrow Bank pursuant to Section 6 of this Agreement.

SECTION 13. Compensation. The Escrow Bank shall receive its reasonable fees and expenses as previously agreed to; provided, however, that under no circumstances shall the Escrow Bank be entitled to any lien nor will it assert a lien whatsoever on any moneys in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Bank under this Agreement.

SECTION 14. Resignation or Removal of Trustee as Escrow Bank.

(a) The Escrow Bank may resign by giving notice in writing to the City and the Authority. The Escrow Bank may be removed: (1) by: (i) filing with the City and the Authority an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of the 2014 Bonds then remaining unpaid; and (ii) the delivery of a copy of the instruments filed with the City and the Authority to the Escrow Bank; or (2) by a court of competent jurisdiction for failure to act in accordance with the provisions of this Agreement upon application by the City or the Authority or the holders of 5% in aggregate principal amount of the 2014 Bonds then remaining unpaid.

(b) If the position of Escrow Bank becomes vacant due to resignation or removal of the Escrow Bank or any other reason, a successor Escrow Bank may be appointed by the City and the Authority. Within one year after a vacancy, the holders of a majority in principal amount of the 2014 Bonds then remaining unpaid may, by an instrument or instruments filed with the City and the Authority, appoint a successor Escrow Bank who shall supersede any Escrow Bank theretofore

appointed by the City and the Authority. If no successor Escrow Bank is appointed by the City and the Authority or the holders of such 2014 Bonds then remaining unpaid, within 45 days after any such resignation or removal, the holder of any such 2014 Bonds or any retiring Escrow Bank may apply to a court of competent jurisdiction for the appointment of a successor Escrow Bank. The responsibilities of the Escrow Bank under this Escrow Agreement will not be discharged until a new Escrow Bank is appointed and until the cash held under this Escrow Agreement is transferred to the new Escrow Bank.

SECTION 15. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the City, the Authority or the Escrow Bank to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 16. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 17. Governing Law. This Agreement shall be construed under the laws of the State of California.

SECTION 18. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in the city in which is located the principal office of the Escrow Bank are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement, and no interest shall accrue for the period from and after such nominal date.

SECTION 19. Assignment. This Agreement shall not be assigned by the Escrow Bank or any successor thereto without the prior written consent of the City.

SECTION 20. Standard and Poor's. The City agrees to provide to S&P Global Ratings, prior notice of each amendment entered into pursuant to Section 11 hereof and a copy of such proposed amendment, and to forward a copy (as soon as possible) of: (i) each amendment hereto entered into pursuant to Section 11 hereof; and (ii) any action relating to severability or contemplated by Section 15 hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CITY OF FONTANA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

FONTANA PUBLIC FACILITIES FINANCING AUTHORITY

By: _____
Executive Director

ATTEST:

By: _____
Secretary

[SIGNATURES CONTINUED ON NEXT PAGE.]

[SIGNATURE PAGE CONTINUED.]

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Escrow Bank and 2014 Trustee

By: _____
Authorized Officer

SCHEDULE A

2014 Bonds

Maturity Date (September 1)	*Interest Rate*	*Par Amount*	*Redemption Date*	*Call Price*
2026	5.000%	$ 1,555,000	December __, 2025	100%
2027	5.000	1,630,000	December __, 2025	100
2028	3.875	1,000,000	December __, 2025	100
2028	5.000	715,000	December __, 2025	100
2029	5.000	1,790,000	December __, 2025	100
2032	5.000	5,915,000	December __, 2025	100
2037	4.000	11,770,000	December __, 2025	100

SCHEDULE B

FEDERAL SECURITIES

Security	*Type of SLGS*	*Maturity*	*Principal Amount*	*Interest Rate*

SCHEDULE C

REDEMPTION PRICE OF PRIOR BONDS

Payment Date	*Principal Redeemed*	*Interest*	*Debt Payment*

EXHIBIT A

NOTICE OF DEFEASANCE OF

FONTANA PUBLIC FACILITIES FINANCING AUTHORITY
LEASE REVENUE BONDS, SERIES 2014A

Notice is hereby given to the owners of the outstanding bonds (the "2014 Bonds") captioned above: (i) that there has been deposited with U.S. Bank Trust Company, National Association, as Escrow Bank, moneys as permitted by the Indenture of Trust, dated as of October 1, 2014 (the "2014 Indenture"), by and between the Fontana Public Facilities Financing Authority (the "Authority") and U.S. Bank Trust Company, National Association, as 2014 Trustee, which, together with such other moneys deposited with the Escrow Bank, shall be sufficient and available to pay on _____, 2025 the redemption price equal to 100% aggregate principal amount of the 2014 Bonds maturing on and after September 1, 2026; and (ii) that the 2014 Bonds are deemed to be paid and that the 2014 Indenture and the pledge of Base Rental Payments (as such term is defined in the 2014 Indenture) and other assets made under the 2014 Indenture and all covenants, agreements and other obligations of the Authority under the 2014 Indenture have ceased, terminated, become void and been completely discharged and satisfied in accordance with Section 10.01 of the 2014 Indenture.

The obligations of the City of Fontana under the Continuing Disclosure Agreement dated October 1, 2014, by and between the City of Fontana and the 2014 Trustee have terminated as of the date hereof.

No representation is made as to the correctness of the CUSIP number either as printed on any of the 2014 Bonds or as contained herein and any error in the CUSIP number shall not affect the validity of the proceedings for redemption of the 2014 Bonds.

Dated this ___ day of _____, 2025.

FONTANA PUBLIC FACILITIES FINANCING AUTHORITY

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as 2014 Trustee

EXHIBIT B

[CONDITIONAL] NOTICE OF FULL OPTIONAL REDEMPTION

FONTANA PUBLIC FACILITIES FINANCING AUTHORITY
LEASE REVENUE BONDS, SERIES 2014A

BASE CUSIP: 34461B

NOTICE IS HEREBY GIVEN to the owners of the above-captioned bonds (the "2014 Bonds") pursuant to the Indenture of Trust, dated as of October 1, 2014, by and between the Fontana Public Facilities Financing Authority (the "Authority") and U.S. Bank Trust Company, National Association, as trustee (the "2014 Trustee"), that all of the outstanding 2014 Bonds in the aggregate principal amount of $24,375,000 have been called for redemption on _____ __, 2025 (the "Redemption Date"). The 2014 Bonds were originally issued on November 13, 2014 and are described in the following table:

CUSIP	***Maturity (September 1)***	***Rate***	***Principal Amount***	***Redemption Price***
AM8	2026	5.000%	$ 1,555,000	100%
AN6	2027	5.000	1,630,000	100
AP1	2028	3.875	1,000,000	100
AU0	2028	5.000	715,000	100
AQ9	2029	5.000	1,790,000	100
AT3	2032	5.000	5,915,000	100
AV8	2037	4.000	11,770,000	100

On the Redemption Date, the principal amount of the 2014 Bonds at a redemption price of 100% of the principal amount plus accrued interest thereon to such date (the "Redemption Price") will become due and payable at the principal office of the 2014 Trustee. Interest on the 2014 Bonds will cease to accrue and be payable from and after the Redemption Date, and such 2014 Bonds will be surrendered to the 2014 Trustee.

[Redemption of the Bonds is conditioned upon the receipt by the Trustee of sufficient funds on or before the Redemption Date to pay the Redemption Price. In the event that such funds are not received, the redemption of the 2014 Bonds will be cancelled and the Trustee will give written notice of such cancelation to the owners of the Bonds and this notice will be deemed to be canceled and rescinded.]

To receive payment on the Redemption Date, owners of the 2014 Bonds should present and to surrender said 2014 Bonds on the Redemption Date at the address of the 2014 Trustee set forth below:

<u>Delivery Instructions</u>

U.S. Bank Trust Company, National Association
Global Corporate Trust
111 Fillmore Avenue E
St. Paul, Minnesota 55107

REQUIREMENT INFORMATION

For a list of redemption requirements please visit our website at www.usbank.com/corporatetrust and click on the "Bondholder Information" link for Redemption instructions. You may also contact our Bondholder Communications team at 1-800-934-6802 Monday through Friday from 8 AM to 6 PM CST.

IMPORTANT NOTICE

Federal law requires the 2014 Trustee to withhold taxes at the applicable rate from the payment if an IRS Form W-9 or applicable IRS Form W-8 is not provided. Please visit www.irs.gov for additional information on the tax forms and instructions.

If the owner of any 2014 Bond fails to deliver such 2014 Bond to the 2014 Trustee on the Redemption Date, such 2014 Bond shall nevertheless be deemed redeemed on the Redemption Date and the owner of such 2014 Bond shall have no rights in respect thereof except to receive payment of the Redemption Price from funds held by the 2014 Trustee for such payment.

Note: The Authority and the 2014 Trustee shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness in the notice or as printed on any 2014 Bond. They are included solely for the convenience of the holders.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as 2014 Trustee

Dated this _____ __, 2025.

INDENTURE

by and among

FONTANA PUBLIC FACILITIES FINANCING AUTHORITY

and

CITY OF FONTANA

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

Dated as of October 1, 2025

Relating to

$_____
FONTANA PUBLIC FACILITIES FINANCING AUTHORITY
LEASE REVENUE BONDS, SERIES 2025A

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INDENTURE

THIS INDENTURE (this "Indenture"), executed and entered into as of October 1, 2025, is by and among the FONTANA PUBLIC FACILITIES FINANCING AUTHORITY, a joint exercise of powers entity duly organized and existing under the laws of the State of California (the "Authority"), the CITY OF FONTANA, a municipal corporation and general law city duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States, as Trustee (the "Trustee");

WITNESSETH:

WHEREAS, the City previously financed a portion of the costs of the acquisition, construction and installation of certain public capital improvements in the City, as more fully described in the proceedings for the issuance of the 2007 Bonds (defined below) (the "2007 Project");

WHEREAS, the City determined to provide the funds necessary to finance the 2007 Project through issuance by the Fontana Public Financing Authority of its Fontana Public Financing Authority 2007 Lease Revenue Bonds (the "2007 Bonds"), payable from certain lease payments to be made by the City under a lease agreement;

WHEREAS, the City and the Authority refinanced the 2007 Bonds and the City's lease obligations in connection therewith, through the issuance by the Authority of its Lease Revenue Refunding Bonds, Series 2014A (the "Series 2014A Bonds");

WHEREAS, the City and the Authority now desire to finance the acquisition, construction, and installation of certain public capital improvements in the City, including capital improvements located in the City including demolition and reconstruction of the City Hall building, construction of a new parking garage, and other capital improvements including pavement rehabilitation, underground utility infrastructure, and park improvements (collectively, the "2025 Project"; and, together with the 2007 Project, the "Project");

WHEREAS, the City and Authority desire to refinance all or a portion of the Series 2014A Bonds and finance all or a portion of the 2025 Project;

WHEREAS, the City and the Authority have determined that it would be in the best interests of the City and residents of the City to authorize the preparation, sale and delivery of the "Fontana Public Facilities Financing Authority Lease Revenue Bonds, Series 2025A" (the "Series 2025A Bonds") for the purpose of refinancing the Series 2014A Bonds and the City's related lease payments and financing the 2025 Project;

WHEREAS, in order to facilitate the issuance of the Series 2025A Bonds**,** the City will lease certain real property and the improvements located thereon (the "Property") to the Authority pursuant to a Ground Lease, dated as of the date hereof, and the City will sublease the Property back from the Authority pursuant to a Lease Agreement, dated as of the date hereof (the "Lease Agreement");

WHEREAS, the Series 2025A Bonds will be payable from the base rental payments (the "Base Rental Payments") to be made by the City under the Lease Agreement;

WHEREAS, all rights to receive the Base Rental Payments have been assigned without recourse by the Authority to the Trustee pursuant to an Assignment Agreement, dated as of the date hereof;

WHEREAS, the Series 2025A Bonds will be payable equally and ratably from the Base Rental Payments;

WHEREAS, the Authority and the City desire to provide for the issuance of additional bonds (the "Additional Bonds") payable from the Base Rental Payments on a parity with the Series 2025A Bonds (the Series 2025A Bonds and any such Additional Bonds being collectively referred to as the "Bonds");

WHEREAS, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and secured and to secure the payment of the principal thereof, premium, if any, and interest thereon, the Authority and the City have authorized the execution and delivery of this Indenture; and

WHEREAS, the Authority and the City have determined that all acts and proceedings required by law necessary to make the Bonds, when executed by the Authority, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal special obligations of the Authority, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of the Indenture has been in all respects duly authorized;

NOW THEREFORE, in consideration of the premises and of the mutual agreements and covenants contained herein and for other valuable consideration, the parties do hereby agree as follows:

ARTICLE I

DEFINITIONS; EQUAL SECURITY

Section 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes hereof and of any amendment hereof or supplement hereto and of the Bonds and of any certificate, opinion, request or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein. Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Lease Agreement.

"**Additional Bonds**" means Bonds other than the Series 2025A Bonds issued hereunder in accordance with the provisions of Sections 3.06 and 3.07 hereof.

"**Act**" means the Marks-Roos Local Bond Pooling Act of 1985, commencing with Section 6584 of the California Government Code.

"**Additional Rental Payments**" means all amounts payable by the City as Additional Rental Payments pursuant to Section 3.02 of the Lease Agreement.

"**Assignment Agreement**" means the Assignment Agreement, dated as of the date hereof, by and between the Authority and the Trustee, as amended and supplemented from time to time.

"**Authority**" means the Fontana Public Facilities Financing Authority, a joint exercise of powers entity organized and existing under and by virtue of the laws of the State of California.

"**Authorized Authority Representative**" means the Chair, Vice Chair, Executive Director, Treasurer and Secretary of the Authority and the Chief Financial Officer of the City, or any other person authorized by the Board of Commissioners of the Authority to act on behalf of the Authority under or with respect to this Indenture.

"**Authorized City Representative**" means the Mayor of the City, the Mayor Pro Tem of the City, the City Manager of the City, the Chief Financial Officer or the Finance Director of the City or the City Clerk, or any other person authorized by the City Council of the City to act on behalf of the City under or with respect to this Indenture.

"**Authorized Denominations**" means $5,000 or any integral multiple thereof.

"**Base Rental Payment Fund**" means the fund by that name established in accordance with Section 5.02 hereof.

"**Base Rental Payments**" means all amounts payable to the Authority by the City as Base Rental Payments pursuant to Section 3.01 of the Lease Agreement.

"**Beneficial Owner**" means, whenever used with respect to a Book-Entry Bond, the person whose name is recorded as the beneficial owner of such Book-Entry Bond or a portion of such Book-Entry Bond by a Participant on the records of such Participant or such person's subrogee.

"**Bonds**" means the Series 2025A Bonds and any Additional Bonds issued hereunder.

"**Book-Entry Bonds**" means the Bonds of a Series registered in the name of the nominee of DTC, or any successor securities depository for such Series of Bonds, as the registered owner thereof pursuant to the terms and provisions of Section 2.10 hereof.

"**Business Day**" means a day which is not (a) a Saturday, Sunday or legal holiday, (b) a day on which banking institutions in the State of California, or in any state in which the Office of the Trustee is located, are required or authorized by law (including executive order) to close, or (c) a day on which the New York Stock Exchange is closed.

"**Cede & Co.**" means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to a Series of Book-Entry Bonds.

"**City**" means the City of Fontana, a municipal corporation and general law city duly organized and existing under and by virtue of the Constitution and laws of the State of California.

"**City Hall and DSO Building Site**" means the real property described as the City Hall and DSO Building Site in Exhibit A hereto and the improvements located thereon.

"**Closing Date**" means October 1, 2025.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Continuing Disclosure Certificate**" means the Continuing Disclosure Certificate, dated as of the date hereof, executed by the City, as originally executed and as it may from time to time be amended in accordance with the provisions thereof.

"**Costs of Issuance**" means all the costs of issuing and delivering the Bonds, including, but not limited to, all printing and document preparation expenses in connection with this Indenture, the Lease Agreement, the Ground Lease, the Assignment Agreement, the Bonds and any preliminary official statement and final official statement pertaining to the Bonds, rating agency fees, CUSIP Service Bureau charges, market study fees, legal fees and expenses of counsel with the issuance and delivery of the Bonds, the initial fees and expenses of the Trustee and Escrow Agent and its counsel, the initial fees and expenses of any bond insurer or reserve fund credit facility provider, and other fees and expenses incurred in connection with the issuance and delivery of the Bonds, to the extent such fees and expenses are approved by the City.

"**Costs of Issuance Fund**" means the fund by that name established in accordance with Section 3.04 hereof.

"**DTC**" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors as securities depository for any Series of Book-Entry Bonds, including any such successor appointed pursuant to Section 2.10 hereof.

"**Escrow Agent**" means U.S. Bank Trust Company, National Association, as escrow agent pursuant to the Escrow Agreement.

"**Escrow Fund**" means the fund established and held by the Escrow Agent pursuant to the Escrow Agreement.

"**Escrow Agreement**" means the Escrow Agreement (2014A Bonds), dated as of October 1, 2025 by and among the Authority, the City, and the Escrow Agent relating to the defeasance of the Series 2014A Bonds.

"**Federal Securities**" means (a) direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), and (b) obligations of any agency, department or instrumentality of the United States of America the timely payment of principal of and interest on which are fully guaranteed by the United States of America.

"**Ground Lease**" means the Ground Lease, dated as of the date hereof, by and between the City and the Authority, as originally executed and as it may from time to time be amended in accordance with the provisions thereof and of the Lease Agreement.

"**Indenture**" means this Indenture, as originally executed and as it may be amended or supplemented from time to time by any Supplemental Indenture.

"**Information Services**" means the Municipal Securities Rulemaking Board through the Electronic Municipal Marketplace Access (EMMA) website; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other services providing information

with respect to called bonds as the Authority may designate in a Written Certificate of the Authority delivered to the Trustee.

["**Insured Series 2025A Bonds**" means the Series 2025A Bonds maturing on and after November 1, 20__.]

"**Interest Fund**" means the fund by that name established in accordance with Section 5.02 hereof.

"**Interest Payment Date**" means May 1 and November 1 of each year, commencing on [May 1, 2026].

["**Late Payment Rate**" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank, N.A., at its principal office in The City of New York, New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank, N.A.) plus 5%, and (ii) the then applicable highest rate of interest on the Insured Series 2025A Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. In the event JPMorgan Chase Bank, N.A., ceases to announce its Prime Rate, the Prime Rate shall be the prime or base lending rate of such other bank, banking association or trust company as the 2025 Insurer, in its sole and absolute discretion, shall designate. Interest at the Late Payment Rate on any amount owing to the 2025 Insurer shall be computed on the basis of the actual number of days elapsed in a year of 360 days.]

"**Lease Agreement**" means the Lease Agreement, dated as of the date hereof, by and between the City and the Authority, as originally executed and as it may be from time to time amended in accordance with the provisions thereof.

"**Moody's**" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, except that if such corporation shall no longer perform the function of a securities rating agency for any reason, the term "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Authority.

"**Office of the Trustee**" means the principal corporate trust office of the Trustee in Los Angeles, California, or such other office as may be specified to the Authority and the City by the Trustee in writing, except that with respect to presentation of Bonds for payment or for registration of transfer and exchange such term shall mean the office or the agency of the Trustee at which, at any particular time, its corporate trust agency shall be conducted as specified to the Authority and the City by the Trustee in writing.

"**Opinion of Counsel**" means a written opinion of Stradling Yocca Carlson & Rauth LLP, or other counsel of recognized national standing in the field of law relating to municipal bonds, appointed and paid by the Authority or the City and which written opinion is satisfactory to the Trustee.

"**Outstanding**," when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 11.09 hereof) all Bonds theretofore, or thereupon being, authenticated and delivered by the Trustee under this Indenture except:

(a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(b) Bonds with respect to which all liability of the Authority shall have been discharged in accordance with Section 10.01 hereof; and

(c) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee pursuant to this Indenture.

"**Owner**" means, with respect to a Bond, the Person in whose name such Bond is registered on the Registration Books.

"**Participant**" means any entity which is recognized as a participant by DTC in the book-entry system of maintaining records with respect to Book-Entry Bonds.

"**Participating Underwriter**" has the meaning ascribed thereto in the Continuing Disclosure Certificate.

"**Permitted Investments**" means any of the following to the extent then permitted by the general laws of the State of California (provided that the Trustee shall be entitled to rely upon any investment directions from the City and Authority as conclusive certification to the Trustee that the investments described therein are so authorized under the laws of the State of California):

(1) (a) Direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations"), (b) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America, (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or (d) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated (collectively "United States Obligations"). These include, but are not necessarily limited to:

-U.S. Treasury obligations
All direct or fully guaranteed obligations
-Farmers Home Administration
Certificates of beneficial ownership
-General Services Administration
Participation certificates
-U.S. Maritime Administration
Guaranteed Title XI financing
-Small Business Administration
Guaranteed participation certificates
Guaranteed pool certificates

-Government National Mortgage Association (GNMA)
GNMA-guaranteed mortgage-backed securities
GNMA-guaranteed participation certificates
-U.S. Department of Housing & Urban Development
Local authority bonds
-Washington Metropolitan Area Transit Authority
Guaranteed transit bonds

(2) Federal Housing Administration debentures.

(3) The listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America:

-Federal Home Loan Mortgage Corporation (FHLMC)
Participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts)
Senior debt obligations
-Farm Credit Banks (formerly: Federal Land Banks, Federal intermediate
Credit Banks and Banks for Cooperatives)
Consolidated systemwide bonds and notes
-Federal Home Loan Banks (FHL Banks)
Consolidated debt obligations
-Federal National Mortgage Association (FNMA)
Senior debt obligations
Mortgage-backed securities (excluded are stripped mortgages securities which are purchased at prices exceeding their principal amounts)
-Student Loan Marketing Association (SLMA)
Senior debt obligations (excluded are securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date)
-Financing Corporation (FICO)
Debt obligations
-Resolution Funding Corporation (REFCORP)
Debt obligations

(4) Unsecured certificates of deposit, time deposits, and bankers' acceptances (having maturities of not more than 180 days) of any bank, including the Trustee and its affiliates, the short-term obligations of which are rated "A-1+" or better by S&P and "P-1" or better by Moody's.

(5) Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks, including the Trustee and its affiliates, which have capital and surplus of at least $5 million.

(6) Commercial paper (having original maturities of not more than 270 days) rated "A-1+" by S&P and "Prime-1" by Moody's at the time of purchase.

(7) Money market funds rated "AAm" or "AAm-G" or better by S&P and "Aa2" or better by Moody's, including such funds for which the Trustee, its affiliates or subsidiaries provide investment advisory or other management services or for which the Trustee or an affiliate of the

Trustee serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that: (i) the Trustee or an affiliate of the Trustee receives fees from funds for services rendered; (ii) the Trustee collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds; and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee.

(8) Repurchase agreements:

(a) With any domestic bank the long term debt of which is rated "AA" or better by S&P and "Aa" by Moody's (so long as an opinion is rendered that the repurchase agreement is a "repurchase agreement" as defined in the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA") and that such bank is subject to FIRREA), or any foreign bank rated at least "AA" by S&P and "Aaa" by Moody's or "AA" by S & P and at least "Aa2" by Moody's; provided the term of such repurchase agreement is for one year or less.

(b) With (i) any broker-dealer with "retail customers" which has, or the parent company of which has, long-term debt rated at least "AA" by S&P and "Aa2" by Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corp. (SIPC); provided that:

A. The market value of the collateral is maintained for United States Treasury Obligations, at the levels shown below under "Collateral Levels for United States Treasury Obligations";

B. Failure to maintain the requisite collateral percentage will require the City or the Trustee to liquidate the collateral;

C. The Trustee, the City or a third party acting solely as agent therefor (the "Holder of the Collateral") has possession of the collateral or the collateral has been transferred to the Holder of the Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

D. The repurchase agreement states, and an opinion of counsel is rendered to the effect, that the Trustee has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

E. The transferor represents that the collateral is free and clear of any third-party liens or claims;

F. An opinion is rendered that the repurchase agreement is a "repurchase agreement" as defined in the United States Bankruptcy Code;

G. There is or will be a written agreement governing every repurchase transaction;

H. The City represents that it has no knowledge of any fraud involved in the repurchase transaction; and

I. The City and the Trustee receive an opinion of counsel (which opinion shall be addressed to the City and the Trustee) that such repurchase agreement is legal, valid and binding and enforceable against the provider in accordance with its terms.

(9) State Obligations

(a) Direct general obligations of any state of the United States or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated "A2" by Moody's and "A" by S&P, or better, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.

(b) Direct, general short-term obligations of any state agency or subdivision described in (a) above and rated "A-1+" by S&P and "Prime-1" by Moody's.

(c) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (a) above and rated "AA" or better by S&P and "Aa2" or better by Moody's.

(10) Local Agency Investment Fund.

(11) Investment agreements, including guaranteed investment contracts, repurchase agreements and forward delivery agreements, that are obligations of an entity rated, or whose obligations are rated, or guaranteed by an entity which is rated or whose obligations are rated, (at the time the investment is entered into) not lower than "A-" by S&P or Fitch, or "A3" by Moody's.

(12) Pre-refunded municipal obligations rated "AAA" by S&P and "Aaa" by Moody's meeting the following requirements:

(a) the municipal obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

(b) the municipal obligations are secured by cash or United States Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

(c) the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification");

(d) the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations; and

(e) no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and

(f) the cash or the United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

The Trustee shall have no responsibility to monitor the ratings of Permitted Investments after the initial purchase of such Permitted Investments.

"**Person**" means an individual, corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

["**Policy**" means the Municipal Bond Insurance Policy issued by the 2025 Insurer that guarantees the scheduled payment of principal of and interest on the Insured Series 2025A Bonds when due.]

"**Project Fund**" means the fund by that name established in accordance with Section 3.05 hereof.

"**Principal Fund**" means the account by that name established in accordance with Section 5.02 hereof.

"**Rebate Fund**" means the fund by that name established in accordance with Section 5.05 hereof.

"**Rebate Requirement**" has the meaning ascribed thereto in the Tax Certificate.

"**Record Date**" means the fifteenth day of the month next preceding an Interest Payment Date, whether or not such day is a Business Day.

"**Redemption Fund**" means the fund by that name established in accordance with Section 5.02 hereof.

"**Redemption Price**" means the aggregate amount of principal of and premium, if any, on the Bonds upon the redemption thereof pursuant hereto.

"**Registration Books**" means the records maintained by the Trustee for the registration of ownership and registration of transfer of the Bonds pursuant to Section 2.05 hereof.

"**Rental Payments**" means, collectively, the Base Rental Payments and the Additional Rental Payments.

"**Rental Period**" means the period from the Closing Date through October 31, 20[25] and, thereafter, the twelve-month period commencing on November 1 of each year during the term of the Lease Agreement.

"**Representation Letter**" means the Letter of Representations from the Authority to DTC, or any successor securities depository for any Series of Book-Entry Bonds, in which the Authority makes certain representations with respect to issues of its securities for deposit by DTC or such successor depository.

"**S&P**" means S&P Global Ratings, a Standard & Poor's Financial Services LLC business, its successors and assigns, except that if such entity shall no longer perform the functions of a securities rating agency for any reason, the term "S&P" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Authority.

"**Securities Depositories**" means The Depository Trust Company; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other securities depositories as the Authority may designate in a Written Certificate of the Authority delivered to the Trustee.

["**Security Documents**" means this Indenture, the Lease Agreement and the Assignment Agreement.]

"**Series**" means the Series 2025A Bonds executed, authenticated and delivered on the Closing Date and identified pursuant to this Indenture and any Additional Bonds issued pursuant to a Supplemental Indenture and identified as a separate Series of Bonds.

"Series 2014A Bonds" has the meaning ascribed thereto in the recitals hereof.

"**Series 2025A Bonds**" means the Fontana Public Facilities Financing Authority Lease Revenue Bonds Series 2025A issued hereunder.

"**Supplemental Indenture**" means any supplemental indenture amendatory of or supplemental to this Indenture, but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

"**Tax Certificate**" means the Tax Certificate executed by the Authority and the City at the time of issuance of the Series 2025A Bonds relating to the requirements of Section 148 of the Code, as originally executed and as it may from time to time be amended in accordance with the provisions thereof.

"**Trustee**" means U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States, or any successor thereto as Trustee hereunder, appointed as provided herein.

"**2007 Bonds**" has the meaning ascribed thereto in the recitals hereof.

["**2025 Insurer**" means _____, or any successor thereto.]

"**Written Certificate of the Authority**" and "**Written Request of the Authority**" mean, respectively, a written certificate or written request signed in the name of the Authority by an

Authorized Authority 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.

"**Written Certificate of the City**" and "**Written Request of the City**" mean, respectively, a written certificate or written request signed in the name of the City by an Authorized City 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.

Section 1.02 Equal Security. In consideration of the acceptance of the Bonds by the Owners thereof, this Indenture shall be deemed to be and shall constitute a contract among the Authority, the City, the Trustee and the Owners from time to time of all Bonds authorized, executed, issued and delivered hereunder and then Outstanding to secure the full and final payment of the principal of, premium, if any, and interest on all Bonds which may from time to time be authorized, executed, issued and delivered hereunder, subject to the agreements, conditions, covenants and provisions contained herein; and all agreements and covenants set forth herein to be performed by or on behalf of the Authority or the City shall be for the equal and proportionate benefit, protection and security of all Owners of the Bonds without distinction, preference or priority as to security or otherwise of any Bonds over any other Bonds by reason of the number or date thereof or the time of authorization, sale, execution, issuance or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein.

ARTICLE II

THE BONDS

Section 2.01 Authorization of Bonds. The Authority hereby authorizes the issuance of the Bonds under and subject to the terms of this Indenture and applicable laws of the State of California for the purpose of financing and refinancing the Project. The Bonds may consist of one or more Series of Bonds of varying denominations, dates, maturities, interest rates and other provisions, subject to the provisions and conditions contained herein.

Section 2.02 Terms of Series 2025A Bonds.

(a) The Series 2025A Bonds shall be designated the "Fontana Public Facilities Financing Authority Lease Revenue Bonds, Series 2025A." Each Series of Additional Bonds shall bear such additional designation as may be necessary or appropriate to distinguish such Series from every other Series, of Bonds.

(b) The Series 2025A Bonds shall be issued in fully registered form without coupons in Authorized Denominations, so long as no Series 2025A Bond shall have more than one maturity date. The Series 2025A Bonds shall be dated as of the Closing Date, shall be issued in the aggregate principal amount of $_____, shall mature on November 1 of each year and shall bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) at the rates per annum as follows:

Maturity Date (November 1)	*Principal Amount*	*Interest Rate*
2026	$	%
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		
2046		
2047		
2048		
2049		
2050		
2051		
2052		
2053		
2054		
2055		

(c) Interest on the Series 2025A Bonds shall be payable from the Interest Payment Date next preceding the date of authentication thereof unless (i) a Series 2025A Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it shall bear interest from such Interest Payment Date, (ii) a Series 2025A Bond is authenticated on or before the first Record Date, in which event interest thereon shall be payable from the dated date thereof, or (iii) interest on any Series 2025A Bond is in default as of the date of authentication thereof, in which event interest thereon shall be payable from the date to which interest has been paid in full, payable on each Interest Payment Date. Interest shall be paid in lawful money of the United States on each Interest Payment Date to the Persons in whose names the ownership of the Series 2025A Bonds is registered on the Registration Books at the close of business on the immediately preceding Record Date, except as provided below. Interest shall be paid by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Series 2025A Bond Owners at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date.

(d) The principal and premium, if any, of the Series 2025A Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof upon maturity or earlier redemption at the Office of the Trustee.

(e) The Series 2025A Bonds shall be subject to redemption as provided in Article IV.

Section 2.03 Form of Series 2025A Bonds. The Series 2025A Bonds shall be in substantially the form set forth in Exhibit A hereto, with appropriate or necessary insertions, omissions and variations as permitted or required hereby.

Section 2.04 Transfer and Exchange of Bonds. Any Bond may, in accordance with its terms, be transferred upon the Registration Books by the Person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Trustee. Whenever any Bond or Bonds shall be surrendered for transfer, the Authority shall execute and the Trustee shall authenticate and shall deliver a new Bond or Bonds of the same Series in a like aggregate principal amount, in any Authorized Denomination. The Trustee shall require the Bond Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer.

The Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of Bonds of the same Series of other authorized denominations. The Trustee shall require the payment by the Bond Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Trustee shall not be obligated to make any transfer or exchange of Bonds of a Series pursuant to this Section during the period established by the Trustee for the selection of Bonds of such Series for redemption, or with respect to any Bonds of such Series selected for redemption.

Section 2.05 Registration Books. The Trustee will keep or cause to be kept, at the Office of the Trustee, sufficient records for the registration and transfer of ownership of the Bonds, which shall be open to inspection during regular business hours and upon reasonable notice by the City; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such records, the ownership of the Bonds as hereinbefore provided.

Section 2.06 Execution of Bonds. The Bonds shall be executed in the name and on behalf of the Authority with the facsimile signature of an Authorized Officer of the Authority attested by the manual or facsimile signature of the Secretary of the Authority. The Bonds shall then be delivered to the Trustee for authentication by it. In case any of such officers of the Authority who shall have signed or attested any of the Bonds shall cease to be such officers of the Authority before the Bonds so signed or attested shall have been authenticated or delivered by the Trustee, or issued by the Authority, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Authority as though those who signed and attested the same had continued to be such officers of the Authority, and also any Bonds may be signed and attested on behalf of the Authority by such Persons as at the actual date of execution of such Bonds shall be the proper officers of the Authority although at the nominal date of such Bonds any such Person shall not have been such officer of the Authority.

Section 2.07 Authentication of Bonds. Only such of the Bonds as shall bear thereon a certificate of authentication substantially in the form as that set forth in Exhibit A hereto, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of or on behalf of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

Section 2.08 Temporary Bonds. The Bonds of a Series may be issued in temporary form exchangeable for definitive Bonds of such Series when ready for delivery. Any temporary Bonds may be printed, lithographed or typewritten, shall be of such authorized denominations as may be determined by the Authority, shall be in fully registered form without coupons and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Authority and authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Bonds. If the Authority issues temporary Bonds of a Series it will execute and deliver definitive Bonds of such Series as promptly thereafter as practicable, and thereupon the temporary Bonds of such Series, may be surrendered, for cancellation, at the Office of the Trustee and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of such Series in Authorized Denominations. Until so exchanged, the temporary Bonds of such Series shall be entitled to the same benefits under this Indenture as definitive Bonds of such Series authenticated and delivered hereunder.

Section 2.09 Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the Authority, at the expense of the Owner of said Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and Series in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it and delivered to, or in accordance with the order of, the Authority. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence and indemnity satisfactory to the Trustee shall be given, the Authority, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and Series in lieu of and in replacement for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been selected for redemption, instead of issuing a replacement Bond, the Trustee may pay the same without surrender thereof). The Authority may require payment by the Owner of a sum not exceeding the actual cost of preparing each replacement Bond issued under this Section and of the expenses which may be incurred by the Authority and the Trustee. Any Bond of a Series issued under the provisions of this Section in lieu of any Bond of such Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Authority whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Indenture with all other Bonds of such Series secured by this Indenture.

Section 2.10 Book-Entry Bonds.

(a) Prior to the issuance of a Series of Bonds, the Authority may provide that such Series of Bonds shall initially be issued as Book-Entry Bonds and, in such event, the Bonds of such Series for each maturity shall be in the form of a separate single fully registered Bond (which may be typewritten). The Series 2025A Bonds shall initially be issued as Book-Entry Bonds.

Except as provided in subsection (c) of this Section, the registered Owner of all of the Book-Entry Bonds shall be Cede & Co., as nominee of DTC. Notwithstanding anything to the contrary contained in this Indenture, payment of interest with respect to any Book-Entry Bond registered as of each Record Date in the name of Cede & Co. shall be made by wire transfer of same-day funds to the account of Cede & Co. on the Interest Payment Date at the address indicated on the Record Date for Cede & Co. in the Registration Books or as otherwise provided in the Representation Letter.

(b) The Trustee and the Authority may treat DTC (or its nominee) as the sole and exclusive Owner of Book-Entry Bonds registered in its name for the purposes of payment of the principal, premium, if any, or interest with respect to Book-Entry Bonds, selecting Book-Entry Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Owners of Book-Entry Bonds under this Indenture, registering the transfer of Book-Entry Bonds, obtaining any consent or other action to be taken by Owners of Book-Entry Bonds and for all other purposes whatsoever, and neither the Trustee nor the Authority shall be affected by any notice to the contrary. Neither the Trustee nor the Authority shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in Book-Entry Bonds under or through DTC or any Participant, or any other person which is not shown on the Registration Books as being an Owner, with respect to the accuracy of any records maintained by DTC or any Participant, the payment by DTC or any Participant of any amount in respect of the principal, premium, if any, or interest with respect to Book-Entry Bonds, any notice which is permitted or required to be given to Owners of Book-Entry Bonds under this Indenture, the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of Book-Entry Bonds, or any consent given or other action taken by DTC as Owner of Book-Entry Bonds. The Trustee shall pay all principal, premium, if any and interest with respect to Book-Entry Bonds, only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to the principal, premium, if any, and interest with respect to the Book-Entry Bonds to the extent of the sum or sums so paid. Except under the conditions of subsection (c) of this Section, no person other than DTC shall receive an executed Book-Entry Bond for each separate stated maturity. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to record dates, the term "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

(c) In the event (i) DTC, including any successor as securities depository for a Series of Bonds, determines not to continue to act as securities depository for such Series of Bonds, or (ii) the Authority determines that the incumbent securities depository shall no longer so act, and delivers a written certificate to the Trustee to that effect, then the Authority will discontinue the book-entry system with the incumbent securities depository for such Series of Bonds. If the Authority determines to replace the incumbent securities depository for such Series of Bonds with another qualified securities depository, the Authority shall prepare or direct the preparation of a new single, separate fully registered Bond of such Series for the aggregate outstanding principal amount of Bonds of such Series of each maturity, registered in the name of such successor or substitute qualified securities depository, or its nominee, or make such other arrangement acceptable to the Authority, the Trustee and the successor securities depository for the Bonds of such Series as are not inconsistent with the terms of this Indenture. If the Authority fails to identify another qualified successor securities depository for such Series of Bonds to replace the incumbent securities depository, then the Bonds of such Series shall no longer be restricted to being registered in the Registration Books in the name of the incumbent securities depository or its nominee, but shall be

registered in whatever name or names the incumbent securities depository for such Series of Bonds, or its nominee, shall designate. In such event the Authority shall execute, and deliver to the Trustee, a sufficient quantity of Bonds of such Series to carry out the transfers and exchanges provided in Sections 2.04, 2.08 and 2.09 hereof. All such Bonds of such Series shall be in fully registered form in Authorized Denominations.

(d) Notwithstanding any other provision of this Indenture to the contrary, so long as any Book-Entry Bond is registered in the name of DTC, or its nominee, all payments with respect to the principal, premium, if any, and interest with respect to such Book-Entry Bond and all notices with respect to such Book-Entry Bond shall be made and given, respectively, as provided in the Representation Letter.

(e) In connection with any notice or other communication to be provided to Owners of Book-Entry Bonds pursuant to this Indenture by the Authority, the City or the Trustee with respect to any consent or other action to be taken by Owners, the Authority, the City or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than 15 calendar days in advance of such record date to the extent possible.

ARTICLE III

ISSUANCE OF BONDS; APPLICATION OF PROCEEDS

Section 3.01 Issuance of Series 2025A Bonds. The Authority may, at any time, execute the Series 2025A Bonds for issuance hereunder and deliver the same to the Trustee. The Trustee shall authenticate the Series 2025A Bonds and deliver the Series 2025A Bonds to the original purchaser thereof upon receipt of a Written Request of the Authority and upon receipt of the purchase price therefor.

Section 3.02 Application of Proceeds of the Series 2025A Bonds. On the Closing Date, the net proceeds of the sale of the Series 2025A Bonds received by the Trustee, $_____ (being the purchase price for the Series 2025A Bonds, less the amount of $_____ to be paid directly to the 2025 Insurer as payment for the Policy), shall be deposited by the Trustee as follows:

(a) The Trustee shall deposit the amount of $_____ in the Costs of Issuance Fund.

(b) The Trustee shall deposit the amount of $_____ in the Project Fund to be applied as provided in Section 3.05 hereof.

(c) The Trustee shall transfer $_____ to the Escrow Agent for deposit into the Escrow Fund.

Section 3.03 [Reserved].

Section 3.04 Costs of Issuance Fund. The Trustee shall establish and maintain a separate fund designated the "Costs of Issuance Fund." On the Closing Date, there shall be deposited in the Costs of Issuance Fund the amount specified in Section 3.02 hereof. There shall be additionally deposited in the Cost of Issuance Fund the portion, if any, of the proceeds of the sale of any

Additional Bonds required to be deposited therein under the Supplemental Indenture pursuant to which such Additional Bonds are issued.

The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Trustee from time to time to pay the Costs of Issuance upon submission of a Written Request of the Authority stating (a) the Person to whom payment is to be made, (b) the amount to be paid, (c) the purpose for which the obligation was incurred, (d) that such payment is a proper charge against the Costs of Issuance Fund, and (e) that such amounts have not been the subject of a prior disbursement from the Costs of Issuance Fund, in each case together with a statement or invoice for each amount requested thereunder. Each such Written Request of the Authority shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. One hundred eighty (180) days following the Closing Date, or earlier upon the Written Request of the Authority, all amounts, if any, remaining in the Costs of Issuance Fund shall be withdrawn therefrom by the Trustee and transferred to the Interest Fund.

Section 3.05 Project Fund.

The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Project Fund." The moneys in the Project Fund or the accounts therein shall be disbursed by the Trustee on behalf of the City as specified in a Written Request of the City in the form attached hereto as Exhibit B. Each Written Request of the City shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. On the date on which the City determines that amounts in the Project Fund are no longer necessary for payment of the cost of the 2025 Project, the City shall submit a Written Request to the Trustee to transfer any remaining balance in the Project Fund not needed for Project Fund purposes, at the City's sole discretion, to the City for use on eligible capital facilities, and the Project Fund shall be closed. Investment earnings on amounts on deposit in the Project Fund shall remain on deposit in the Project Fund for application in accordance with this Section.

Section 3.06 Conditions for the Issuance of Additional Bonds. The Authority may at any time issue one or more Series of Additional Bonds (in addition to the Series 2025A Bonds) payable from Base Rental Payments as provided herein on a parity with all other Bonds theretofore issued hereunder, but only subject to the following conditions, which are hereby made conditions precedent to the issuance of such Additional Bonds:

(a) The issuance of such Additional Bonds shall have been authorized under and pursuant hereto and shall have been provided for by a Supplemental Indenture which shall specify the following:

(i) The application of the proceeds of the sale of such Additional Bonds;

(ii) The principal amount and designation of such Series of Additional Bonds and the denomination or denominations of the Additional Bonds;

(iii) The date, the maturity date or dates, the interest payment dates and the dates on which mandatory sinking fund redemptions, if any, are to be made for such Additional Bonds; provided, however, that (i) the serial Bonds of such Series of Additional Bonds shall be payable as to principal annually on November 1 of each year in which principal falls due, and the term Bonds of such Series of Additional Bonds shall have annual

mandatory sinking fund redemptions on November 1, (ii) the Additional Bonds shall be payable as to interest semiannually on May 1 and November 1 of each year, except that the first installment of interest may be payable on either May 1 or November 1 and shall be for a period of not longer than twelve months and the interest shall be payable thereafter semiannually on May 1 and November 1, (iii) all Additional Bonds of a Series of like maturity shall be identical in all respects, except as to number or denomination (except that Additional Bonds of a Series and like maturity may have different interest rates), and (iv) serial maturities of serial Bonds or mandatory sinking fund redemptions for term Bonds, or any combination thereof, shall be established to provide for the redemption or payment of such Additional Bonds on or before their respective maturity dates;

(iv) The redemption premiums and terms, if any, for such Additional Bonds;

(v) The form of such Additional Bonds; and

(vi) If a reserve fund is to be established and maintained for such Series of Additional Bonds, the applicable reserve requirement and the amount, if any, to be deposited from the proceeds of sale of such Additional Bonds in such reserve fund to be held as separate security for such Series of Additional Bonds;

(vii) Designate accounts in the Interest Fund, the Principal Fund, the Redemption Fund, the Rebate Fund and the reserve fund (if any) to be applicable to such Additional Bonds; and

(viii) Such other provisions that are appropriate or necessary and are not inconsistent with the provisions hereof, including the establishment of a capitalized interest fund for the Additional Bonds, if appropriate;

(b) The Authority shall be in compliance with all agreements, conditions, covenants and terms contained herein, in the Lease Agreement and in the Ground Lease required to be observed or performed by it;

(c) The City shall be in compliance with all agreements, conditions, covenants and terms contained herein, in the Lease Agreement and in the Ground Lease required to be observed or performed by it; and

(d) The Ground Lease shall have been amended, to the extent necessary, and the Lease Agreement shall have been amended so as to increase the Base Rental Payments payable by the City thereunder by an aggregate amount equal to the principal of and interest on such Additional Bonds, payable at such times and in such manner as may be necessary to provide for the timely payment of the principal of and interest on such Additional Bonds; provided, however, that no such amendment shall be made such that the sum of Base Rental Payments, including any increase in the Base Rental Payments as a result of such amendment, plus Additional Rental Payments, in any Rental Period shall be in excess of the annual fair rental value of the Property after taking into account the use of the proceeds of any Additional Bonds issued in connection therewith (evidence of the satisfaction of such condition shall be made by a Written Certificate of the City).

Nothing contained herein shall limit the issuance of any bonds or other obligations payable from Base Rental Payments if, after the issuance and delivery of such bonds or other obligations, none of the Bonds theretofore issued hereunder will be Outstanding.

Section 3.07 Procedure for the Issuance of Additional Bonds. At any time after the sale of any Additional Bonds in accordance with the Act, such Additional Bonds shall be executed by the Authority for issuance hereunder and shall be delivered to the Trustee and thereupon shall be authenticated and delivered by the Trustee, but only upon receipt by the Trustee of the following:

(a) Certified copies of the Supplemental Indenture authorizing the issuance of such Additional Bonds, the amendment to the Lease Agreement required by Section 3.06 hereof and the amendment to the Ground Lease, if any, required by Section 3.06 hereof, together with satisfactory evidence that such amendment to the Lease Agreement and such amendment to the Ground Lease, if any, have been (or will be immediately upon issuance of such Additional Bonds) duly recorded;

(b) A Written Request of the Authority as to the delivery of such Additional Bonds;

(c) An opinion of Bond Counsel substantially to the effect that (i) the Indenture (including all Supplemental Indentures), the Lease Agreement (including the amendment thereto required by Section 3.06 hereof) and the Ground Lease (including any amendment thereto required by Section 3.06 hereof) have been duly authorized, executed and delivered by, and constitute the valid and binding obligations of, the Authority and the City, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and by the application of equitable principles and by the exercise of judicial discretion in appropriate cases and subject to the limitations on legal remedies against political subdivisions in the State of California), (ii) such Additional Bonds constitute valid and binding special obligations of the Authority payable solely from Base Rental Payments as provided herein and are enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and by the application of equitable principles and by the exercise of judicial discretion in appropriate cases and subject to the limitations on legal remedies against political subdivisions in the State of California), and (iii) the issuance of such Additional Bonds, in and of itself, will not adversely affect the exclusion of interest on any tax-exempt Bonds Outstanding prior to the issuance of such Additional Bonds from gross income for federal income tax purposes;

(d) a Written Certificate of the Authority that the requirements of Section 3.06 hereof have been met;

(e) a Written Certificate of the City that the requirements of Section 3.06 hereof and Sections 6.01 and 6.02 of the Lease Agreement have been met, and a Written Certificate of the City directing the application of the proceeds of such Additional Bonds; and

(f) Such further documents as are required by the provisions hereof or by the provisions of the Supplemental Indenture authorizing the issuance of such Additional Bonds.

Section 3.08 Additional Bonds. So long as any of the Bonds remain Outstanding, the Authority shall not issue any Additional Bonds or obligations payable from the Base Rental Payments, except pursuant to Sections 3.06 and 3.07 hereof.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.01 Redemption of Series 2025A Bonds.

(a) Extraordinary Redemption. The Series 2025A Bonds shall be subject to redemption, in whole or in part, on any date, in Authorized Denominations, from and to the extent of any Net Insurance Proceeds received with respect to all or a portion of the Property, deposited by the Trustee in the Redemption Fund pursuant to Sections 5.03 and 5.04 hereof, at a Redemption Price equal to the principal amount of the Series 2025A Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

(b) Optional Redemption. The Series 2025A Bonds maturing on or after November 1, 20__, shall be subject to optional redemption, in whole or in part, on any date on or after November 1, 20__, in Authorized Denominations, from and to the extent of prepaid Base Rental Payments paid pursuant to subsection (a) of Section 8.02 of the Lease Agreement, at a Redemption Price equal to the principal amount of the Series 2025A Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

(c) Sinking Fund Redemption. The Series 2025A Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on each November 1 on and after November 1, 20__, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Sinking Fund Redemption Date (November 1)	***Principal Amount To Be Redeemed***
	$

(maturity)

The Series 2025A Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on each November 1 on and after November 1, 20__, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Sinking Fund Redemption Date (November 1)	***Principal Amount To Be Redeemed***
	$

(maturity)

The Series 2025A Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on each November 1 on and after November 1, 20__, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Sinking Fund Redemption Date (November 1)	***Principal Amount To Be Redeemed***
	$
(maturity)	

In the event of a partial redemption pursuant to Section 4.01(a) or (b), the City shall provide the Trustee with a revised mandatory sinking fund schedule giving effect to the redemption so completed.

Section 4.02 Notice of Redemption. The Trustee on behalf and at the expense of the Authority shall mail (by first class mail) notice of any redemption to the respective Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books, to the Securities Depositories and to one or more Information Services, at least 20 but not more than 60 days prior to the date fixed for redemption. Such notice shall state the date of the notice, the redemption date, the redemption place and the Redemption Price and shall designate the CUSIP numbers, the Bond numbers and the maturity or maturities (except in the event of redemption of all of the Bonds of such maturity or maturities in whole) of the Bonds to be redeemed, and shall require that such Bonds be then surrendered at the Office of the Trustee for redemption at the Redemption Price, giving notice also that further interest on such Bonds will not accrue from and after the date fixed for redemption. Such notice may state that such redemption is conditioned upon sufficient funds being on deposit on the redemption date to redeem the Bonds so called for redemption. Such notice of redemption may also state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed therein or on the Bonds. Neither the failure to receive any notice so mailed, nor any defect in such notice, shall affect the validity of the proceedings for the redemption of the Bonds or the cessation of accrual of interest thereon from and after the date fixed for redemption.

Section 4.03 Selection of Bonds for Redemption. Whenever provision is made in this Indenture for the redemption of less than all of the Bonds, the Trustee shall select the Bonds to be redeemed from all Bonds not previously called for redemption (a) with respect to any optional redemption of Bonds of a Series, among maturities of Bonds of such Series as directed in a Written Request of the Authority, (b) with respect to any redemption pursuant to Section 4.01(a) hereof and the corresponding provision of any Supplemental Indenture pursuant to which Additional Bonds are issued, among maturities of all Series of Bonds on a pro rata basis as nearly as practicable, and (c) with respect to any other redemption of Additional Bonds, among maturities as provided in the Supplemental Indenture pursuant to which such Additional Bonds are issued, and by lot among Bonds of the same Series with the same maturity in any manner which the Trustee in its sole discretion shall deem appropriate and fair. For purposes of such selection, all Bonds shall be deemed to be comprised of separate $5,000 denominations and such separate denominations shall be treated as separate Bonds which may be separately redeemed.

Section 4.04 Partial Redemption of Bonds. Upon surrender of any Bonds redeemed in part only, the Authority shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Authority, a new Bond or Bonds of the same Series in authorized denominations equal in aggregate principal amount representing the unredeemed portion of the Bonds surrendered.

Section 4.05 Effect of Notice of Redemption. Notice having been mailed as aforesaid, and moneys for the Redemption Price, and the interest to the applicable date fixed for redemption, having been set aside in the Redemption Fund, the Bonds shall become due and payable on said date, and, upon presentation and surrender thereof at the Office of the Trustee, said Bonds shall be paid at the Redemption Price thereof, together with interest accrued and unpaid to said date.

If, on said date fixed for redemption, moneys for the Redemption Price of all the Bonds to be redeemed, together with interest to said date, shall be held by the Trustee so as to be available therefor on such date, and, if notice of redemption thereof shall have been mailed as aforesaid and not canceled, then, from and after said date, interest on said Bonds shall cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed without liability to such Owners for interest thereon.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions hereof shall be canceled upon surrender thereof and destroyed.

ARTICLE V

SECURITY FOR BONDS; FLOW OF FUNDS; INVESTMENTS

Section 5.01 Pledge; Special Obligations. Subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, all of the Base Rental Payments and any other amounts (including proceeds of the sale of the Bonds) held in the Base Rental Payment Fund, the Interest Fund, the Principal Fund and the Redemption Fund are hereby pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds in accordance with their terms, the provisions of this Indenture and the Act. Said pledge shall constitute a first lien on such assets.

All obligations of the Authority under this Indenture shall be special obligations of the Authority, payable solely from Rental Payments and the other assets pledged therefor hereunder; provided, however, that all obligations of the Authority under the Bonds shall be special obligations of the Authority, payable solely from Base Rental Payments and the other assets pledged therefor hereunder. Neither the faith and credit nor the taxing power of the Authority, the City or the State of California, or any political subdivision thereof, is pledged to the payment of the Bonds.

Section 5.02 Flow of Funds.

(a) The Trustee shall establish and maintain separate funds designated the "Base Rental Payment Fund," the "Interest Fund," the "Principal Fund" and the "Redemption Fund." If Additional Bonds are issued, the Trustee shall establish subaccounts within each fund for each Series of Additional Bonds.

All Base Rental Payments shall be paid directly by the City to the Trustee, and if received by the Authority at any time shall be transferred by the Authority with the Trustee within one Business Day after the receipt thereof. All Base Rental Payments received by the Trustee shall be deposited by the Trustee in the Base Rental Payment Fund.

(b) The Trustee shall transfer the amounts on deposit in the Base Rental Payment Fund, at the times and in the manner hereinafter provided, to the following respective funds:

(1) Interest Fund. On the Business Day immediately preceding each Interest Payment Date, the Trustee shall transfer from the Base Rental Fund to the Interest Fund the amount, if any, necessary to cause the amount on deposit in the Interest Fund to be equal to the interest due on the Bonds on such Interest Payment Date. Moneys in the Interest Fund shall be used by the Trustee to pay interest due on the Bonds on each Interest Payment Date.

(2) Principal Fund. On the Business Day immediately preceding each November 1, commencing November 1, 20[26], the Trustee shall transfer from the Base Rental Fund to the Principal Fund the amount, if any, necessary to cause the amount on deposit in the Principal Fund to be equal to the principal amount of the Bonds due on such November 1 either as a result of the maturity thereof or mandatory sinking fund redemption payments required to be made with respect thereto. Moneys in the Principal Fund shall be used by the Trustee for the purpose of paying the principal of the Bonds when due and payable at their maturity dates or upon earlier mandatory sinking fund redemption.

(3) Redemption Fund. The Trustee, on the redemption date specified in the Written Request of the City filed with the Trustee at the time that any prepaid Base Rental Payment is paid to the Trustee pursuant to the Lease Agreement, shall deposit in the Redemption Fund that amount of moneys representing the portion of the Base Rental Payments designated as prepaid Base Rental Payments. Additionally, the Trustee shall deposit in the Redemption Fund any amounts required to be deposited therein pursuant to Section 5.03 or Section 5.04 hereof. Moneys in the Redemption Fund shall be used by the Trustee for the purpose of paying the principal of and interest and premium, if any, on Series 2025A Bonds redeemed pursuant to the provisions of subsections (a) and (b) of Section 4.01 hereof and Additional Bonds redeemed pursuant to the corresponding provisions of the Supplemental Indenture pursuant to which such Additional Bonds are issued.

Section 5.03 Application of Net Insurance Proceeds. If the Property or any portion thereof shall be damaged or destroyed, subject to the further requirements of this Section, the City shall, as expeditiously as possible, continuously and diligently prosecute or cause to be prosecuted the repair or replacement thereof, unless the City elects not to repair or replace the Property or the affected portion thereof in accordance with the provisions hereof.

The Net Insurance Proceeds (other than Net Insurance Proceeds of rental interruption insurance), including the proceeds of any self-insurance, received on account of any damage or destruction of the Property or a portion thereof shall as soon as possible be deposited with the Trustee and be held by the Trustee in a special account and made available for and, to the extent necessary, shall be applied to the cost of repair or replacement of the Property or the affected portion thereof upon receipt of a Written Request of the City, together with invoices therefor. Pending such application, such proceeds may be invested by the Trustee as directed by the City in Permitted

Investments that mature not later than such times moneys are expected to be needed to pay such costs of repair or replacement.

Notwithstanding the foregoing, the City shall, within 60 days of the occurrence of the event of damage or destruction, notify the Trustee in writing as to whether the City intends to replace or repair the Property or the portions of the Property which were damaged or destroyed. If the City does intend to replace or repair the Property or portions thereof, the City shall deposit with the Trustee the full amount of any insurance deductible to be credited to the special account.

In the event of any damage to or destruction of the Property caused by one of the perils covered by the insurance required by Section 6.01(c) of the Lease Agreement which would result in an abatement of rental payments or any portion thereof pursuant to Section 3.06 thereof, then the City shall apply the Net Insurance Proceeds (other than Net Insurance Proceeds of rental interruption insurance), together with other legally available funds that the City elects to contribute, to the repair, reconstruction or replacement of the damaged or destroyed portions of the Property; provided, however, that the City shall not be required to repair or replace any portion of the Property pursuant to this Section 5.03 if such Net Insurance Proceeds, together with any other amounts held under this Indenture and any other legally available funds made available by the City at its election, are sufficient to prepay (i) all of the Outstanding Bonds, or (ii) a portion of the Outstanding Bonds such that the resulting Base Rental Payments under Section 4.01(a) in any Rental Period following such partial prepayment are sufficient to pay in such Rental Period the principal of and interest on all Bonds to remain Outstanding immediately after such partial redemption. If the City is not required to replace or repair the Property, or the affected portion thereof, or to use such amounts to redeem Bonds, in each case as set forth in this Section 5.03, then such proceeds (and rental interruption insurance proceeds not applied pursuant to the next paragraph) shall, if there is first delivered to the Trustee a Written Certificate of the City to the effect that the annual fair rental value of the Property after such damage or destruction, and after any repairs or replacements made as a result of such damage or destruction, is at least equal to 100% of the maximum amount of Base Rental Payments becoming due under the Lease Agreement in the then current Rental Period or any subsequent Rental Period and the fair replacement value of the Property after such damage or destruction is at least equal to the principal amount of the Outstanding Bonds, be paid to the City to be used for any lawful purpose.

Proceeds of rental interruption insurance shall be applied to the payment of Base Rental Payments to the extent of any abatement thereof pursuant to the Lease Agreement, and otherwise as directed by the City.

The proceeds of any award in eminent domain received in respect to the Property shall be deposited by the Trustee in the Redemption Fund and applied to the redemption of Bonds pursuant to subsection (a) of Section 4.01 hereof and the corresponding provisions of any Supplemental Indenture pursuant to which Additional Bonds are issued.

Section 5.04 Title Insurance. Proceeds of any policy of title insurance received by the Trustee in respect of the Property shall be applied and disbursed by the Trustee as follows:

(a) if the City determines that the title defect giving rise to such proceeds has not substantially interfered with its use and occupancy of the Property and will not result in an abatement of Rental Payments payable by the City under the Lease Agreement, such proceeds shall be remitted to the City and used for any lawful purpose thereof; or

(b) if the City determines that the title defect giving rise to such proceeds has substantially interfered with its use and occupancy of the Property and will result in an abatement of Rental Payments payable by the City under the Lease Agreement, then the Trustee shall immediately deposit such proceeds in the Redemption Fund and such proceeds shall be applied to the redemption of Bonds in the manner provided in subsection (a) of Section 4.01 hereof and the corresponding provisions of any Supplemental Indenture pursuant to which Additional Bonds are issued.

Section 5.05 Rebate Fund.

(a) Establishment. The Trustee shall establish a fund for the Bonds designated the "Rebate Fund" when required in accordance herewith. Absent an Opinion of Counsel that the exclusion from gross income for federal income tax purposes of interest on the Series 2025A Bonds will not be adversely affected, the Authority shall cause to be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to this Section and the Tax Certificate. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust for payment to the United States Treasury. All amounts on deposit in the Rebate Fund for the Series 2025A Bonds shall be governed by this Section and the Tax Certificate, unless and to the extent that the Authority delivers to the Trustee an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the Bonds will not be adversely affected if such requirements are not satisfied. Notwithstanding anything to the contrary contained herein or in the Tax Certificate, the Trustee: (1) shall be deemed conclusively to have complied with the provisions thereof if it follows all Written Requests of the Authority or Written Requests of the City; (2) shall have no liability or responsibility to enforce compliance by the Authority or the City with the terms of the Tax Certificate and shall not be deemed to have knowledge of the terms thereof; (3) may rely conclusively on the Authority's or the City's calculations and determinations and certifications relating to rebate matters; and (4) shall have no responsibility to independently make any calculations or determinations or to review the Authority's or the City's calculations or determinations thereunder.

(i) Annual Computation. Within 55 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), the Authority shall calculate or cause to be calculated the amount of rebatable arbitrage, in accordance with Section 148(f)(2) of the Code and Section 1.148-3 of the Treasury Regulations (taking into account any applicable exceptions with respect to the computation of the rebatable arbitrage, described, if applicable, in the Tax Certificate (*e.g.*, the temporary investments exceptions of Section 148(f)(4)(B) and the construction expenditures exception of Section 148(f)(4)(C) of the Code), and taking into account whether the election pursuant to Section 148(f)(4)(C)(vii) of the Code (the "1½% Penalty") has been made), for this purpose treating the last day of the applicable Bond Year as a computation date, within the meaning of Section 1.148-1(b) of the Treasury Regulations (the "Rebatable Arbitrage"). The Authority shall obtain expert advice as to the amount of the Rebatable Arbitrage to comply with this Section.

(ii) Annual Transfer. Within 55 days of the end of each fifth Bond Year, upon the Written Request of the Authority or Written Request of the City, an amount shall be deposited to the Rebate Fund by the Trustee from any Rental Payments legally available for such purpose (as specified by the Authority or the City in the aforesaid Written Request), if and to the extent required, so that the balance in the Rebate Fund shall equal the amount of Rebatable Arbitrage so calculated in accordance with clause (i) of this subsection (a). In the event that immediately following the transfer required by the previous sentence, the amount

then on deposit to the credit of the Rebate Fund exceeds the amount required to be on deposit therein, upon Written Request of the Authority or Written Request of the City, the Trustee shall withdraw the excess from the Rebate Fund and then credit the excess to the Base Rental Payment Fund.

(iii) Payment to the Treasury. The Trustee shall pay, as directed by Written Request of the Authority, to the United States Treasury, out of amounts in the Rebate Fund:

(A) Not later than 60 days after the end of: (X) the fifth Bond Year; and (Y) each applicable fifth Bond Year thereafter, an amount equal to at least 90% of the Rebatable Arbitrage calculated as of the end of such Bond Year; and

(B) Not later than 60 days after the payment of all of the Bonds, an amount equal to 100% of the Rebatable Arbitrage calculated as of the end of such applicable Bond Year, and any income attributable to the Rebatable Arbitrage, computed in accordance with Section 148(f) of the Code and Section 1.148-3 of the Treasury Regulations.

In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the Authority shall calculate or cause to be calculated the amount of such deficiency and deposit an amount received from any legally available source equal to such deficiency prior to the time such payment is due. Each payment required to be made pursuant to this subsection (a) shall be made to the Internal Revenue Service Center, Ogden, Utah 84201 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T (prepared by the Authority), or shall be made in such other manner as provided under the Code.

(b) Disposition of Unexpended Funds. Any funds remaining in the Rebate Fund after redemption and payment of the Series 2025A Bonds and the payments described in subsection (a) above being made may be withdrawn by the Authority and utilized in any manner by the Authority.

(c) Survival of Defeasance. Notwithstanding anything in this Section to the contrary, the obligation to comply with the requirements of this Section shall survive the defeasance or payment in full of the Series 2025A Bonds.

Section 5.06 Investment of Moneys. Except as otherwise provided herein, all moneys in any of the funds or accounts established pursuant to this Indenture and held by the Trustee shall be invested by the Trustee solely in Permitted Investments, as directed in writing by the Authority. Moneys in all funds and accounts held by the Trustee shall be invested in Permitted Investments maturing not later than the date on which it is estimated that such moneys will be required for the purposes specified in this Indenture. Absent timely written direction from the Authority, the Trustee shall hold any funds held by it uninvested.

Subject to the provisions of Section 5.06 hereof, all interest, profits and other income received from the investment of moneys in any fund or account established pursuant to this Indenture shall be retained in such fund or account.

Permitted Investments acquired as an investment of moneys in any fund established under this Indenture shall be credited to such fund. For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued by the Trustee at the fair market value thereof, such valuation to be performed not less frequently than semiannually on or before each May 15 and November 15. In determining fair market value, the Trustee may use and rely conclusively on any generally recognized securities pricing service available to it (including brokers and dealers in securities).

The Trustee may act as principal or agent in the making or disposing of any investment. Upon the Written Request of the Authority, the Trustee shall sell or present for redemption any Permitted Investments so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investments is credited, and the Trustee shall not be liable or responsible for any loss resulting from any investment made or sold pursuant to this Section. For purposes of investment, the Trustee may commingle moneys in any of the funds and accounts established hereunder.

The Trustee may make any investments hereunder through the bond or investment department or trust investment department of the entity acting as Trustee hereunder, or those of such entity's parent or any affiliate, and such entity, or its parent or affiliate, as applicable, shall be entitled to its normal, customary and reasonable compensation for such services.

The entity acting as Trustee hereunder, or any of its affiliates, may act as sponsor, advisor or manager in connection with any investments made by the Trustee hereunder and such entity, or its affiliate, as applicable, shall be entitled to its normal, customary and reasonable compensation for such services.

The Authority and the City acknowledge that, to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority and the City the right to receive brokerage confirmations of security transactions as they occur, at no additional cost, the Authority and the City specifically waive receipt of such confirmations to the extent permitted by law.

ARTICLE VI

COVENANTS

Section 6.01 Compliance with Agreements. The Trustee will not authenticate or deliver any Bonds in any manner other than in accordance with the provisions hereof, and the Authority and the City will not suffer or permit any default by them to occur hereunder, but will faithfully comply with, keep, observe and perform all the agreements, conditions, covenants and terms hereof required to be complied with, kept, observed and performed by them.

Section 6.02 Compliance with Ground Lease and Lease Agreement. The Authority and the City will faithfully comply with, keep, observe and perform all the agreements, conditions, covenants and terms contained in the Ground Lease and the Lease Agreement required to be complied with, kept, observed and performed by them and, together with the Trustee, will enforce the Ground Lease and the Lease Agreement against the other party thereto in accordance with their respective terms.

Section 6.03 Observance of Laws and Regulations. The Authority, the City and the Trustee will faithfully comply with, keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on them by contract, or prescribed by any law of the United States of America or of the State of California, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of each and every franchise, right or privilege now owned or hereafter acquired by them, including their right to exist and carry on their respective businesses, to the end that such franchises, rights and privileges shall be maintained and preserved and shall not become abandoned, forfeited or in any manner impaired.

Section 6.04 Other Liens. The City will keep the Property and all parts thereof free from judgments and materialmen's and mechanics' liens and free from all claims, demands, encumbrances and other liens of whatever nature or character, and free from any claim or liability which materially impairs the City in conducting its business or utilizing the Property, and the Trustee at its option (after first giving the City ten days' written notice to comply therewith and failure of the City to so comply within such ten-day period) may, but is in no event obligated to, defend against any and all actions or proceedings, or may pay or compromise any claim or demand asserted in any such actions or proceedings; provided, however, that, in defending against any such actions or proceedings or in paying or compromising any such claims or demands, the Trustee shall not in any event be deemed to have waived or released the City from liability for or on account of any of its agreements and covenants contained herein, or from its liability hereunder and to perform such agreements and covenants.

So long as any Bonds are Outstanding, none of the Trustee, the Authority or the City shall create or suffer to be created any pledge of or lien the amounts on deposit in any of the funds or accounts created hereunder, other than the pledge and lien hereof.

The Authority, the City and the Trustee shall not encumber the Property other than in accordance with the Ground Lease, the Lease Agreement, the Indenture and the Assignment Agreement.

Section 6.05 Prosecution and Defense of Suits. The City will promptly, upon request of the Trustee (which request the Trustee is not required to make), take such action from time to time as may be necessary or proper to remedy or cure any cloud upon or defect in the title to the Property or any part thereof, whether now existing or hereafter developing, will prosecute all actions, suits or other proceedings as may be appropriate for such purpose and will indemnify and save the Trustee harmless from all cost, damage, expense or loss, including attorneys' fees and expenses, which it or the Owners may incur by reason of any such cloud, defect, action, suit or other proceeding.

Section 6.06 Accounting Records and Statements. The Trustee will keep proper accounting records in which complete and correct entries shall be made of all transactions relating to the receipt, deposit and disbursement of the Base Rental Payments, and such accounting records shall be available for inspection by the Authority and the City at reasonable hours and under reasonable conditions.

Section 6.07 Recordation and Filing. The City will record, or cause to be recorded, with the appropriate county recorder, the Lease Agreement, the Ground Lease and the Assignment Agreement, or memoranda thereof.

Section 6.08 Tax Covenants. Notwithstanding any other provision of the Indenture, absent an Opinion of Counsel that the exclusion from gross income of the interest on the Series 2025A Bonds will not be adversely affected for federal income tax purposes, the City and the Authority covenant to comply with all applicable requirements of the Code necessary to preserve such exclusion from gross income with respect to the Series 2025A Bonds and specifically covenant, without limiting the generality of the foregoing, as follows:

(a) Private Activity. The City and the Authority will not take any action or refrain from taking any action or make any use of the proceeds of the Series 2025A Bonds or of any other moneys or property which would cause the Series 2025A Bonds to be "private activity bonds" within the meaning of Section 141 of the Code;

(b) Arbitrage. The City and the Authority will make no use of the proceeds of the Series 2025A Bonds or of any other amounts or property, regardless of the source, and will not take any action or refrain from taking any action which would cause the Series 2025A Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code;

(c) Federal Guarantee. The City and the Authority will make no use of the proceeds of the Series 2021A Bonds and will not take or omit to take any action that would cause the Series 2025A Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(d) Information Reporting. The City and the Authority will take or cause to be taken all necessary action to comply with the informational reporting requirement of Section 149(e) of the Code necessary to preserve the exclusion of interest on the Series 2025A Bonds pursuant to Section 103(a) of the Code;

(e) Hedge Bonds. The City and the Authority will make no use of the proceeds of the Series 2025A Bonds or any other amounts or property, regardless of the source, and will not take any action or refrain from taking any action that would cause the Series 2025A Bonds to be considered "hedge bonds" within the meaning of Section 149(g) of the Code unless the City and the Authority take all necessary action to assure compliance with the requirements of Section 149(g) of the Code to maintain the exclusion from gross income of interest on the Series 2025A Bonds for federal income tax purposes; and

(f) Miscellaneous. The City and the Authority will not take any action or refrain from taking any action inconsistent with its expectations stated in the Tax Certificate and will comply with the covenants and requirements stated therein and incorporated by reference herein.

This Section and the covenants set forth herein shall not be applicable to, and nothing contained herein shall be deemed to prevent the City and the Authority from causing the Trustee to issue revenue bonds or to execute and deliver contracts payable on a parity with the Series 2025A Bonds, the interest with respect to which has been determined by an Opinion of Counsel to be subject to federal income taxation.

Section 6.09 Continuing Disclosure. The City will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Indenture, failure of the City to comply with the Continuing Disclosure Certificate shall not constitute an event of default hereunder; provided, however, that the Trustee may (and, at the written direction of any Participating Underwriter or the holders of at least 25% of the aggregate principal

amount of Outstanding Bonds, and upon being indemnified to its reasonable satisfaction therefor, shall) or any holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 6.10 Further Assurances. Whenever and so often as requested to do so by the Trustee, the Authority and the City will promptly execute and deliver or cause to be executed and delivered all such other and further assurances, documents or instruments and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Trustee all advantages, benefits, interests, powers, privileges and rights conferred or intended to be conferred upon it hereby or by the Assignment Agreement, the Ground Lease or the Lease Agreement.

ARTICLE VII

DEFAULT AND LIMITATIONS OF LIABILITY

Section 7.01 Action on Default. If an event of default (within the meaning of Article VII of the Lease Agreement) shall happen, then such event of default shall constitute an event of default hereunder. The Trustee shall give notice, as assignee of the Authority, of an event of default under the Lease Agreement to the City [and the 2025 Insurer]. In each and every case during the continuance of an event of default, the Trustee may [and, at the direction of the 2025 Insurer, and upon being indemnified to its reasonable satisfaction therefor, shall, upon notice in writing to the 2025 Insurer, the City and the Authority,] exercise any of the remedies granted to the Authority under the Lease Agreement and, in addition, take whatever action at law or in equity may appear necessary or desirable to enforce its rights as assignee pursuant to the Assignment Agreement or to protect and enforce any of the rights vested in the Trustee, [the 2025 Insurer] or the Owners by this Indenture or by the Bonds, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement or for the enforcement of any other legal or equitable right, including any one or more of the remedies set forth in Section 7.02 hereof.

Section 7.02 Other Remedies of the Trustee. Subject to the provisions of Section 7.01 hereof, the Trustee shall have the right:

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the Authority or the City or any member, director, officer or employee thereof, and to compel the Authority or the City or any such member, director, officer or employee to perform or carry out its or his or her duties under law and the agreements and covenants required to be performed by it or him or her contained herein;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Trustee; or

(c) by suit in equity upon the happening of any event of default hereunder to require the Authority and the City to account as the trustee of an express trust.

Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Owner any plan of reorganization, arrangement, adjustment or composition

affecting the Bonds or the rights of any Owner thereof, or to authorize the Trustee to vote in respect of the claim of any Owner in any such proceeding without the approval of the Owners so affected.

Section 7.03 Non-Waiver. A waiver of any default or breach of duty or contract by the Trustee shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No default or event of default may be waived without the 2025 Insurer's express written consent. No delay or omission by the Trustee to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Trustee by law or by this Article may be enforced and exercised from time to time and as often the Trustee shall deem expedient.

If any action, proceeding or suit to enforce any right or to exercise any remedy is abandoned or determined adversely to the Trustee or any Owner, then subject to any adverse determination, the Trustee, such Owner, the Authority and the City shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 7.04 Remedies Not Exclusive. Subject to the provisions of Section 7.01 hereof, no remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by any law. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 7.05 No Liability by the Authority to the Owners. Except as expressly provided herein, the Authority shall not have any obligation or liability to the Owners with respect to the payment when due of the Base Rental Payments by the City, or with respect to the performance by the City of the other agreements and covenants required to be performed by it contained in the Lease Agreement or herein, or with respect to the performance by the Trustee of any right or obligation required to be performed by it contained herein.

Section 7.06 No Liability by the City to the Owners. Except for the payment when due of the Base Rental Payments and the performance of the other agreements and covenants required to be performed by it contained in the Lease Agreement, the Ground Lease or herein, the City shall not have any obligation or liability to the Owners with respect to the Trust Indenture or the preparation, execution, delivery or transfer of the Bonds or the disbursement of the Base Rental Payments by the Trustee to the Owners, or with respect to the performance by the Trustee of any right or obligation required to be performed by it contained herein.

Section 7.07 No Liability of the Trustee to the Owners. Except as expressly provided herein, the Trustee shall not have any obligation or liability to the Owners with respect to the payment when due of the Base Rental Payments by the City, or with respect to the performance by the Authority or the City of the other agreements and covenants required to be performed by them contained in the Lease Agreement, the Ground Lease or herein.

Section 7.08 Application of Amounts After Default. All payments received by the Trustee with respect to the rental of the Property after a default by the City pursuant to Article VII of

the Lease Agreement (including, without limitation, any proceeds received in connection with the sale, assignment or sublease of the Authority's right, title and interest in the Ground Lease), and all damages or other payments received by the Trustee for the enforcement of any rights and powers of the Trustee under Article VII of the Lease Agreement, shall be deposited into the Base Rental Payment Fund and as soon as practicable thereafter applied, together with all other funds held hereunder (except funds in the Rebate Fund):

(a) to the payment of all amounts due the Trustee under Article VIII hereof;

(b) to the payment of all amounts then due for interest on the Bonds, in respect of which, or for the benefit of which, money has been collected (other than Bonds which have become payable prior to such event of default and money for the payment of which is held by the Trustee), ratably without preference or priority of any kind, according to the amounts of interest on such Bonds due and payable; and

(c) to the payment of all amounts then due for principal of the Bonds, in respect of which, or for the benefit of which, money has been collected (other than Bonds which have become payable prior to such event of default and money for the payment of which is held by the Trustee), ratably without preference or priority of any kind, according to the amounts of principal of such Bonds due and payable.

Section 7.09 Trustee May Enforce Claims Without Possession of Bonds. All rights of action and claims under this Indenture or the Bonds may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the Owners in respect of which such judgment has been recovered.

Section 7.10 Limitation on Suits. No Owner of any Bond shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or Trustee, or for any other remedy hereunder, unless (a) such Owner shall have previously given written notice to the Trustee of a continuing event of default, (b) the Owners of not less than 25% of the aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee to institute proceedings in respect of such event of default in its own name as Trustee hereunder, (c) such Owner or Owners shall have afforded to the Trustee indemnity reasonably satisfactory to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request, (d) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity shall have failed to institute any such proceedings, and (e) no direction inconsistent with such written request shall have been given to the Trustee during such 60 day period by the Owners of a majority of the aggregate principal amount of Bonds then Outstanding; it being understood and intended that no one or more Owners shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Owner, or to obtain or seek to obtain priority or preference over any other Owner or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all the Owners.

Section 7.11 [Consent of 2025 Insurer. Any reorganization or liquidation plan with respect to the City or the Authority must be acceptable to the 2025 Insurer. In the event of any reorganization or liquidation of the City or the Authority, the 2025 Insurer shall have the right to vote on behalf of all holders of the Insured Series 2025A Bonds absent a continuing failure by the 2025 Insurer to make a payment under the Policy.

Anything in the Security Documents to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, the 2025 Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Insured Series 2025A Bonds or the Trustee for the benefit of the holders of the Insured Series 2025A Bonds under this Indenture.]

Section 7.12 [2025 Insurer as Owner. Upon the occurrence and continuance of a default or an event of default, the 2025 Insurer shall be deemed to be the sole owner of the Insured Series 2025A Bonds for all purposes under the Security Documents, including, without limitation, for purposes of exercising remedies and approving amendments.]

Section 7.13 [Special Provision for Insurer Default. If an Insurer Default shall occur and be continuing, then, notwithstanding anything herein to the contrary, (1) if at any time prior to or following an Insurer Default, the 2025 Insurer has made payment under the Policy, to the extent of such payment the 2025 Insurer shall be treated like any other holder of the Insured Series 2025A Bonds for all purposes, including giving of consents, and (2) if the 2025 Insurer has not made any payment under the Policy, the 2025 Insurer shall have no further consent rights until the particular Insurer Default is no longer continuing or the 2025 Insurer makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph, "Insurer Default" means: (A) the 2025 Insurer has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) the 2025 Insurer shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of the 2025 Insurer (including without limitation under the New York Insurance Law).]

ARTICLE VIII

THE TRUSTEE

Section 8.01 Employment of the Trustee. The Authority hereby appoints and employs the Trustee to receive, deposit and disburse the Base Rental Payments, to authenticate, deliver and transfer the Bonds and to perform the other functions contained herein, all in the manner provided herein and subject to the conditions and terms hereof. By executing and delivering this Indenture, the Trustee accepts the appointment and employment hereinabove referred to and accepts the rights and obligations of the Trustee provided herein, subject to the conditions and terms hereof. Other than when an event of default has occurred and is continuing, the Trustee undertakes to perform such

duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee. In case an event of default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. The Trustee hereby covenants and agrees that it will not encumber the Property.

Section 8.02 Duties, Removal and Resignation of the Trustee. The Authority shall provide prior written notice to the 2025 Insurer of any name change of the Trustee or the resignation or removal of the Trustee initially a party hereto and any successor thereto and shall remove the Trustee initially a party hereto and any successor thereto if at any time (a) requested to do so by an instrument or concurrent instruments in writing signed by the Owners of a majority of the aggregate principal amount of Bonds at the time Outstanding (or their attorneys duly authorized in writing), or (b) the Trustee shall cease to be eligible in accordance with the following sentence, and shall appoint a successor Trustee. The Trustee and any successor Trustee shall be: (i) a national banking association in good standing authorized to exercise trust powers or having the powers of a trust company and duly authorized to exercise trust powers within the State having a combined capital and surplus of at least $250,000,000, and subject to supervision or examination by federal or state authority, (ii) a state-chartered commercial bank that is a member of the Federal Reserve System having at least $1,000,000,000 of assets, or (iii) an entity otherwise approved by the 2025 Insurer in writing. No removal, resignation or termination of the Trustee shall take effect until a successor, meeting the requirements above or acceptable to the 2025 Insurer shall be qualified and appointed. If such entity publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such entity shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Trustee may at any time resign by giving written notice of such resignation to the Authority, the City and the 2025 Insurer and by giving notice, by first class mail, postage prepaid, of such resignation to the Owners at their addresses appearing on the Registration Books. Upon receiving such notice of resignation, the Authority shall promptly appoint a successor Trustee acceptable to the 2025 Insurer by an instrument in writing; provided, however, that in the event the Authority does not appoint a successor Trustee within 30 days following receipt of such notice of resignation, the resigning Trustee may, at the expense of the Authority, petition the appropriate court having jurisdiction to appoint a successor Trustee. Any resignation or removal of a Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee.

Any corporation, association or agency into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, provided that such entity meets the combined capital and surplus requirements of this Section, ipso facto, shall be and become successor trustee under this Indenture and vested with all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.03 Compensation of the Trustee. The City shall from time to time, subject to any written agreement then in effect with the Trustee, pay the Trustee reasonable compensation for all its services rendered hereunder and reimburse the Trustee for all its reasonable advances and expenditures (which shall not include "overhead expenses" except as such expenses are included as a component of the Trustee's stated annual fees) hereunder, including but not limited to advances to and reasonable fees and reasonable expenses of accountants, agents, appraisers, consultants or other experts, and counsel not directly employed by the Trustee but an attorney or firm of attorneys retained by the Trustee, employed by it in the exercise and performance of its rights and obligations hereunder. The Trustee may take whatever legal actions are lawfully available to it directly against the Authority or the City.

The City shall, to the extent permitted by law, indemnify and save the Trustee harmless against any liabilities, costs, claims or expenses, including those of its attorneys, which it may incur in the exercise and performance of its powers and duties hereunder, under the Lease Agreement, or in connection with any document or transaction contemplated hereunder or thereunder, including the enforcement of any remedies and the defense of any suit, and which are not due to its negligence or its misconduct. The duty of the City to indemnify the Trustee shall survive the termination and discharge of this Indenture and the earlier removal or resignation of the Trustee.

No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers hereunder.

Upon an Event of Default, and only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of and premium, if any, and interest on any Bond, upon the trust estate for the foregoing fees, charges and expenses incurred by it. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 8.04 Protection of the Trustee. The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any affidavit, bond, certificate, consent, notice, request, requisition, resolution, statement, telegram, voucher, waiver or other paper or document which it shall in good faith believe to be genuine and to have been adopted, executed or delivered by the proper party or pursuant to any of the provisions hereof, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Owners of the Bonds pursuant to this Indenture, unless such Owners shall have offered to the Trustee security or indemnity, reasonably satisfactory to the Trustee, against the reasonable costs, expenses and liabilities which might be incurred by it in compliance with such request or direction. The Trustee may consult with counsel, who may be counsel to the Authority or the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect to any action taken or suffered by it hereunder in good faith in accordance therewith.

The Trustee shall not be responsible for the sufficiency of the Bonds or the Lease Agreement, or of the assignment made to it by the Assignment Agreement, or for statements made in any preliminary or final official statement relating to the Bonds, or of the title to the Property.

Whenever in the administration of its rights and obligations hereunder the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Written Certificate of the City or a Written Certificate of the Authority, and such certificate shall be full warrant to the Trustee for any action taken or suffered under the provisions hereof upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it deems reasonable.

The Trustee may buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Owner may be entitled to take with like effect as if the Trustee were not a party hereto. The Trustee, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Authority or the City, and may act as agent, depository or trustee for any committee or body of Owners or of owners of obligations of the Authority or the City as freely as if it were not the Trustee hereunder.

The Trustee may, to the extent reasonably necessary, execute any of the trusts or powers hereof and perform any rights and obligations required of it hereunder by or through agents, attorneys or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its rights and obligations hereunder, and the Trustee shall not be answerable for the negligence or misconduct of any such agent, attorney or receiver selected by it with reasonable care; provided, however, that in the event of any negligence or misconduct of any such attorney, agent or receiver, the Trustee shall in a commercially reasonable manner pursue all remedies of the Trustee against such agent, attorney or receiver. The Trustee shall not be liable for any error of judgment made by it in good faith unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

The Trustee shall not be answerable for the exercise of any trusts or powers hereunder or for anything whatsoever in connection with the funds established hereunder, except only for its own willful misconduct, negligence or breach of an obligation hereunder.

The Trustee shall not be deemed to have knowledge of an event of default unless it has actual knowledge thereof.

The Trustee may, on behalf of the Owners, intervene in any judicial proceeding to which the Authority or the City is a party and which, in the opinion of the Trustee and its counsel, affects the Bonds or the security therefor, and shall do so if requested in writing by the Owners of at least 5% of the aggregate principal amount of Bonds then Outstanding, provided the Trustee shall have no duty to take such action unless it has been indemnified to its reasonable satisfaction against all risk or liability arising from such action.

The Trustee's rights to immunities and protection from liability hereunder and its rights to payment of its fees and expenses shall survive its resignation or removal and final payment or defeasance of the Bonds.

All indemnifications and releases from liability granted herein to the Trustee shall extend to the directors, officers, employees and agents of the Trustee.

The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful default. The Trustee shall have no responsibility or liability with respect to any information, statements or recitals in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of these Bonds. The Trustee shall not be accountable for the use or application by the Borrower of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of this Indenture or for the use and application of money received by any paying agent.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Authority or the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Authority and the City agree to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including, without limitation, the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

In acting or omitting to act pursuant to the Lease Agreement or Ground Lease, the Trustee shall be entitled to all of the rights, immunities and indemnities accorded to it under this Indenture and the Lease Agreement, including, but not limited to, this Article VIII.

ARTICLE IX

MODIFICATION OR AMENDMENTS

Section 9.01 Modifications and Amendments Permitted.

(a) This Indenture and the rights and obligations of the Authority, the City, the Owners of the Bonds and the Trustee may be modified or amended from time to time and at any time by a Supplemental Indenture, which the Authority, the City and the Trustee may enter into with the prior written consent of the 2025 Insurer and the Owners of a majority in aggregate principal amount of all Bonds then Outstanding, which shall have been filed with the Trustee. For purposes of this Section, the 2025 Insurer shall be treated as the Owner of any Insured Series 2025A Bonds. No such modification or amendment shall (i) extend the fixed maturity of any Bonds, or reduce the amount of principal thereof or the rate of interest thereon, or extend the time of payment, without the consent of the 2025 Insurer and the Owner of each Bond so affected, or (ii) reduce the aforesaid percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or (iii) permit the creation of any lien on the Base Rental Payments and other assets pledged under

this Indenture prior to or on a parity with the lien created by this Indenture or deprive the Owners of the Bonds of the lien created by this Indenture on such Base Rental Payments and other assets (except as expressly provided in this Indenture), without the consent of the 2025 Insurer and the Owners of all of the Bonds then Outstanding. It shall not be necessary for the consent of the 2025 Insurer or the Bond Owners to approve the particular form of any Supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof.

(b) This Indenture and the rights and obligations of the Authority, the City, the Trustee and the Owners of the Bonds may also be modified or amended from time to time and at any time by a Supplemental Indenture, which the Authority, the City and the Trustee may enter into without the consent of any Bond Owners or the 2025 Insurer for any one or more of the following purposes:

(1) to add to the covenants and agreements of the Authority or the City in this Indenture contained other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Bonds (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the Authority or the City;

(2) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision contained in this Indenture;

(3) to provide for the issuance of one or more Series of Additional Bonds, and to provide the terms and conditions under which such Series of Additional Bonds may be issued, subject to and in accordance with the provisions of Article III hereof;

(4) to modify, amend or supplement this Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute;

(5) to modify, amend or supplement this Indenture in such manner as to cause interest on the Bonds to be excludable from gross income for purposes of federal income taxation by the United States of America; and

(6) in any other respect whatsoever as the Authority and the City may deem necessary or desirable, provided that such modification or amendment does not materially adversely affect the interests of the Bond Owners hereunder, in the opinion of Bond Counsel filed with the Authority, the City and the Trustee.

(c) Promptly after the execution by the Authority, the City and the Trustee of any Supplemental Indenture, the Trustee shall mail a notice (the form of which shall be furnished to the Trustee by the Authority), by first class mail postage prepaid, setting forth in general terms the substance of such Supplemental Indenture, to the Owners of the Bonds at the respective addresses shown on the Registration Books. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Indenture.

(d) No Supplemental Indenture shall modify any of the rights or obligations of the Trustee without the 2025 Insurer's and the Trustee's prior written consent. No Supplemental

Indenture shall modify any of the rights or obligations of the 2025 Insurer without the 2025 Insurer's prior written consent.

(e) The Authority or the City shall send copies of any Supplemental Indenture to the 2025 Insurer and any rating agency which maintains a rating with respect to the Insured Series 2025A Bonds.

Section 9.02 Effect of Supplemental Indenture. Upon the execution of any Supplemental Indenture pursuant to this Article, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Authority, the City, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 9.03 Endorsement of Bonds; Preparation of New Bonds. Bonds delivered after the execution of any Supplemental Indenture pursuant to this Article may, and if the Authority so determines shall, bear a notation by endorsement or otherwise in form approved by the Authority and the Trustee as to any modification or amendment provided for in such Supplemental Indenture, and, in that case, upon demand of the Owner of any Bonds Outstanding at the time of such execution and presentation of his Bonds for the purpose at the Office of the Trustee a suitable notation shall be made on such Bonds. If the Supplemental Indenture shall so provide, new Bonds so modified as to conform, in the opinion of the Authority and the Trustee, to any modification or amendment contained in such Supplemental Indenture, shall be prepared and executed by the Authority and authenticated by the Trustee, and upon demand of the Owners of any Bonds then Outstanding shall be exchanged at the Office of the Trustee, without cost to any Bond Owner, for Bonds then Outstanding, upon surrender for cancellation of such Bonds, in equal aggregate principal amount of the same interest rate and maturity.

Section 9.04 Amendment of Particular Bonds. The provisions of this Article shall not prevent any Bond Owner from accepting any amendment as to the particular Bonds held by such Owner.

ARTICLE X

DEFEASANCE

Section 10.01 Discharge of Indenture. If the Authority shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Outstanding Bonds the principal thereof and the interest and premium, if any, thereon at the times and in the manner stipulated herein and therein, then the Owners of such Bonds shall cease to be entitled to the pledge of the Base Rental Payments and the other assets as provided herein, and all agreements, covenants and other obligations of the Authority and the City to the Owners of such Bonds hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the Authority, the City and the 2025 Insurer all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the City all money or securities held by it pursuant hereto which are not required for the payment of the principal of and interest and premium, if any, on such Bonds.

Subject to the provisions of the above paragraph, when any of the Bonds shall have been paid and if, at the time of such payment, the Authority and the City shall have kept, performed and observed all of the covenants and promises in such Bonds and in this Indenture required or contemplated to be kept, performed and observed by them on or prior to that time, then this Indenture shall be considered to have been discharged in respect of such Bonds and such Bonds shall cease to be entitled to the lien of this Indenture and such lien and all covenants, agreements and other obligations of the Authority and the City hereunder shall cease, terminate become void and be completely discharged as to such Bonds.

Notwithstanding the satisfaction and discharge of this Indenture or the discharge of this Indenture in respect of any Bonds, those provisions of this Indenture relating to the maturity of the Bonds, interest payments and dates thereof, exchange and transfer of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, non-presentment of Bonds, and the duties of the Trustee in connection with all of the foregoing, shall remain in effect and shall be binding upon the Trustee and the Owners of the Bonds and the Trustee shall continue to be obligated to hold in trust any moneys or investments then held by the Trustee for the payment of the principal of and interest and premium, if any, on the Bonds, to pay to the Owners of Bonds the funds so held by the Trustee as and when such payment becomes due. Notwithstanding the satisfaction and discharge of this Indenture or the discharge of this Indenture in respect of any Bonds, those provisions of this Indenture relating to the compensation and indemnity of the Trustee shall remain in effect and shall be binding upon the Trustee, the City and the Authority.

Section 10.02 Bonds Deemed To Have Been Paid. If moneys shall have been set aside and held by the Trustee for the payment or redemption of any Bonds and the interest thereon at the maturity or redemption date thereof, such Bonds shall be deemed to have been paid within the meaning and with the effect provided in Section 10.01 hereof. Any Outstanding Bonds shall prior to the maturity date or redemption date thereof be deemed to have been paid within the meaning of and with the effect expressed in Section 10.01 hereof if (a) in case any of such Bonds are to be redeemed on any date prior to their maturity date, the Authority shall have given to the Trustee in form satisfactory to it irrevocable instructions to mail, on a date in accordance with the provisions of Section 4.02 hereof, notice of redemption of such Bonds on said redemption date, said notice to be given in accordance with Section 4.02 hereof, (b) there shall have been deposited with the Trustee either (i) money in an amount which shall be sufficient, or (ii) Federal Securities that are not subject to redemption other than at the option of the holder thereof, the interest on and principal of which when paid will provide money which, together with the money, if any deposited or on deposit with the Trustee at the same time, shall, as verified by an independent certified public accountant, be sufficient to pay when due the interest to become due on such Bonds on and prior to the maturity date or redemption date thereof, as the case may be, and the principal of and premium, if any, on such Bonds, and (c) in the event such Bonds are not by their terms subject to redemption within the next succeeding 60 days, the Authority shall have given the Trustee in form satisfactory to it irrevocable instructions to mail as soon as practicable, a notice to the owners of such Bonds that the deposit required by clause (b) above has been made with the Trustee and that such Bonds, are deemed to have been paid in accordance with this Section and stating the maturity date or redemption date upon which money is to be available for the payment of the principal of and premium, if any, on such Bonds.

[Notwithstanding the foregoing, the investments in the defeasance escrow relating to the Insured Series 2025A Bonds shall be limited to non-callable, direct obligations of the United States of America and securities fully and conditionally guaranteed as to the timely payment of principal

and interest by the United States of America, or as otherwise maybe authorized under State law and approved by the 2025 Insurer. At least three (3) Business Days prior to any defeasance with respect to the Insured Series 2025A Bonds, the Authority shall deliver to the 2025 Insurer draft copies of an escrow agreement, an opinion of Bond Counsel regarding the validity and enforceability of the escrow agreement and the defeasance of the Insured Series 2025A Bonds, and a verification report prepared by a nationally recognized independent financial analyst or firm of certified public accountants regarding the sufficiency of the escrow fund. Such opinion and verification report shall be addressed to the 2025 Insurer and shall be in form and substance satisfactory to the 2025 Insurer. In addition, the escrow agreement shall provide that: (i) any substitution of securities shall require the delivery of a verification report, an opinion of Bond Counsel that such substitution will not adversely affect the exclusion (if interest on the Insured Series 2025A Bonds is excludable) from gross income of the holders of the Insured Series 2025A Bonds of the interest on the Insured Series 2025A Bonds for federal income tax purposes and the prior written consent of the 2025 Insurer, which consent will not be unreasonably withheld; (ii) the Authority and the City will not exercise any prior optional redemption of the Insured Series 2025A Bonds secured by the escrow agreement or any other redemption other than mandatory sinking fund redemption unless (1) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (2) as a condition to any such redemption there shall be provided to the 2025 Insurer a verification report as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following any such redemption; (iii) the Authority and the City shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of the 2025 Insurer.]

Section 10.03 Payment of Bonds After Discharge of Indenture. Notwithstanding any provisions of this Indenture, to the extent permitted by law, any moneys held by the Trustee in trust for the payment of the principal of, or premium or interest on, any Bonds and remaining unclaimed for two years after the date of deposit of such moneys, shall be repaid to the Authority (without liability for interest) free from the trusts created by this Indenture, and all liability of the Trustee with respect to such moneys shall thereupon cease; provided, however, that before the repayment of such moneys to the Authority as aforesaid, the Trustee may (at the cost of the Authority) first mail, by first class mail postage prepaid, to the Owners of Bonds which have not yet been paid, at the respective addresses shown on the Registration Books, a notice, in such form as may be deemed appropriate by the Trustee with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the Authority of the moneys held for the payment thereof.

ARTICLE XI

MISCELLANEOUS

Section 11.01 Benefits of Indenture Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the Authority, the City, the 2025 Insurer, the Trustee and the Owners any claim, remedy or right under or pursuant hereto, and any agreement, condition, covenant or term required herein to be observed or performed by or on behalf of the Authority or the City shall be for the sole and exclusive benefit of the Trustee and the Owners.

Section 11.02 Successor Deemed Included in all References to Predecessor. Whenever the Authority, the City or the Trustee, or any officer thereof, is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are

presently vested in the Authority, the City or the Trustee, or such officer, and all agreements, conditions, covenants and terms required hereby to be observed or performed by or on behalf of the Authority, the City or the Trustee, or any officer thereof, shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 11.03 Execution of Documents by Owners. Any declaration, request or other instrument which is permitted or required herein to be executed by Owners may be in one or more instruments of similar tenor and may be executed by Owners in person or by their attorneys appointed in writing. The fact and date of the execution by any Owner or his attorney of any declaration, request or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state or territory in which he purports to act that the person signing such declaration, request or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer, or by such other proof as the Trustee may accept which it may deem sufficient.

The ownership of any Bonds and the amount, payment date, number and date of owning the same may be proved by the Registration Books.

Any declaration, request or other instrument in writing of the Owner of any Bond shall bind all future Owners of such Bond with respect to anything done or suffered to be done by the Authority, the City or the Trustee in good faith and in accordance therewith.

Section 11.04 Waiver of Personal Liability. Notwithstanding anything contained herein to the contrary, no member, officer or employee of the Authority or the City shall be individually or personally liable for the payment of any moneys, including without limitation, the principal of or interest on the Bonds, but nothing contained herein shall relieve any member, officer or employee of the City or the Authority from the performance of any official duty provided by any applicable provisions of law, by the Lease Agreement or hereby.

Section 11.05 Destruction of Bonds. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the Authority of any Bonds, the Trustee may, in lieu of such cancellation and delivery, destroy such Bonds.

Section 11.06 Funds and Accounts. Any fund or account required to be established and maintained herein by the Trustee may be established and maintained in the accounting records of the Trustee either as an account or a fund, and may, for the purposes of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund, but all such records with respect to all such funds and accounts shall at an times be maintained in accordance with sound accounting practice and with due regard for the protection of the security of the Bonds and the rights of the Owners.

The Trustee may commingle any of the moneys held by it hereunder for investment purposes only; provided, however, that the Trustee shall account separately for the moneys in each fund or account established pursuant to this Indenture. The Trustee may establish such funds and accounts as it deems necessary or appropriate to perform its obligations hereunder.

Section 11.07 Article and Section Headings Gender and References. The singular form of any word used herein, including the terms defined in Section 1.01 hereof, shall include the plural,

and vice versa, unless the context otherwise requires. The use herein of a pronoun of any gender shall include correlative words of the other genders. The headings or titles of the several Articles and Sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof. All references herein to "Articles," "Sections," subsections or clauses are to the corresponding Articles, Sections, subsections or clauses hereof, and the words "hereby," "herein," "hereof," "hereto," "herewith," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section, subsection or clause thereof.

Section 11.08 Partial Invalidity. If any one or more of the agreements, conditions, covenants or terms required herein to be observed or performed by or on the part of the Authority, the City or the Trustee shall be contrary to law, then such agreement or agreements, such condition or conditions, such covenant or covenants or such term or terms shall be null and void to the extent contrary to law and shall be deemed separable from the remaining agreements, conditions, covenants and terms hereof and shall in no way affect the validity hereof or of the Bonds, and the Owners shall retain all the benefit, protection and security afforded to them under any applicable provisions of law. The Authority, the City and the Trustee hereby declare that they would have executed this Indenture, and each and every Article, Section, paragraph, subsection, sentence, clause and phrase hereof and would have authorized the execution and delivery of the Bonds pursuant hereto irrespective of the fact that any one or more Articles, Sections, paragraphs, subsections, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 11.09 Disqualified Bonds. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are actually known by the Trustee to be owned or held by or for the account of the Authority or the City, or by any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or the City, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination; except that, in determining whether the Trustee shall be protected in relying upon any such demand, request, direction, consent or waiver of an Owner, only Bonds which the Trustee actually knows to be owned or held by or for the account of the Authority or the City, or by any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or the City, shall be disregarded unless all Bonds are so owned or held, in which case such Bonds shall be considered Outstanding for the purpose of such determination. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or the City. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee. Upon request of the Trustee, the Authority and the City shall specify in a Written Certificate of the City and Authority those Bonds disqualified pursuant to this Section and the Trustee may conclusively rely on such Certificate.

Section 11.10 Money Held for Particular Bonds. The money held by the Trustee for the payment of the interest, principal or premium due on any date with respect to particular Bonds (or portions of Bonds in the case of Bonds redeemed in part only) shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of the Bonds

entitled thereto, subject, however, to the provisions of Section 10.03 hereof but without any liability for interest thereon.

Section 11.11 Payment on Non-Business Days. In the event any payment is required to be made hereunder on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day with the same effect as if made on such non-Business Day.

Section 11.12 California Law. This Indenture shall be construed and governed in accordance with the laws of the State of California.

Section 11.13 Notices. All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the City:	City of Fontana 8353 Sierra Avenue Fontana, California 92335 Attention: City Manager
If to the Authority:	Fontana Public Facilities Financing Authority c/o City of Fontana 8353 Sierra Avenue Fontana, California 92335 Attention: Executive Director
If to the Trustee:	U.S. Bank Trust Company, National Association 633 West Fifth St., 24th Floor Los Angeles, California 90071 Attention: Global Corporate Trust Services Ref: City of Fontana
If to the 2025 Insurer:	[TO COME]

[The City will provide the 2025 Insurer with all notices and other information it is obligation to provide (i) under its Continuing Disclosure Certificate and (ii) to the holders of Insurer Series 2025A Bonds or the Trustee under the Security Documents.]

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 personally served or delivered, upon delivery, (b) if given by electronic communication, whether by telex, telegram or telecopier, upon the sender's receipt of an appropriate answer back or other written acknowledgment, (c) 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, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (d) if given by any other means, upon delivery at the address specified in this Section.

Section 11.14 Notice to Rating Agencies. The Trustee shall provide S&P, if the Bonds are then rated by S&P, and Moody's, if the Bonds are then rated by Moody's, with prompt notice of any substitution or release of property pursuant to Sections 10.03 and 10.04 of the Lease Agreement.

Section 11.15 Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 11.16 Payment Procedure Under the Policy. [TO COME]

Section 11.17 [2025 Insurer as Third Party Beneficiary. The 2025 Insurer is recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce the provisions of the Security Documents as if it were a party thereto.]

Section 11.18 [Additional Payments. The City and the Authority agree unconditionally that they will pay or reimburse the 2025 Insurer on demand any and all reasonable charges, fees, costs, losses, liabilities and expense that the 2025 Insurer may pay or incur, including, but not limited to, fees and expenses of the 2025 Insurer's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of the Security Documents ("Administrative Costs"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of the 2025 Insurer spent in connection with the actions described in the preceding sentence. The City and the Authority agree that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to the 2025 Insurer until the date the 2025 Insurer is paid in full.

Notwithstanding anything herein to the contrary, the City and the Authority agree to pay to the 2025 Insurer (i) a sum equal to the total of all mounts paid by the 2025 Insurer under the Policy (the 2025 Insurer Policy Payment); and (ii) interest on such 2025 Insurer Policy Payments from the date paid by the 2025 Insurer until payment thereof in full by the City and the Authority, payable to the 2025 Insurer at the Late Payment Rate per annum (collectively the "2025 Insurer Reimbursement Amounts") compounded semi-annually. Notwithstanding anything to the contrary, including without limitation the post-default application of revenue provisions, the 2025 Insurer Reimbursement Amounts shall be, and the City and the Authority hereby covenant and agree that the 2025 Insurer Reimbursement Amounts are, payable from and secured by a lien on and pledge of the same revenues and other collateral pledged to the Insured Series 2025A Bonds on a parity with debt service due on the Insured Series 2025A Bonds.]

Section 11.19 [Exercise of Rights by 2025 Insurer. The rights granted to the 2025 Insurer under the Security Documents to request, consent to or direct any action are rights granted to the 2025 Insurer in consideration of its issuance of the Policy. Any exercise by the 2025 Insurer of such rights is merely an exercise of the 2025 Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the holders of the Insured Series 2025A Bonds and such action does not evidence any position of the 2025, affirmative or negative, as to whether the consent of the holders of the Insured Series 2025A Bonds or any other person is required in addition to the consent of the 2025 Insurer.

The 2025 Insurer shall be entitled to pay principal of or interest on the Insured Series 2025A Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the City and the Authority (as such terms are defined in the Policy) and any amounts due on the Insured Series 2025A Bonds as a result of acceleration of the maturity thereof in accordance with the Security Documents, whether or not the 2025 Insurer has received a claim upon the Policy.

So long as (a) the Insured Series 2025A Bonds are Outstanding or any amounts are due and payable to the 2025 Insurer and (b) so long as the Policy is in effect and the 2025 Insurer is not in default in respect of its payment of obligations thereunder, and (c) except for a sublease to the Fontana Fire Protection District as permitted by the Lease Agreement, the City and the Authority shall not sell, lease, transfer, encumber or otherwise dispose of the Project or any material portion thereof, except upon obtaining the prior written consent of the 2025 Insurer or as otherwise permitted by the Lease Agreement.

No contract shall be entered into or any action taken by which the rights of the 2025 Insurer or security for or source of payment of the Insured Series 2025A Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the 2025 Insurer.

So long as the Policy is in effect and the 2025 Insurer is not in default in respect of its payment obligations thereunder, the 2025 Insurer shall be (i) deemed to be the sole and exclusive Owner of the Insured Series 2025A Bonds for purposes of all approvals, consents, waivers, institution of any action, and the direction of all remedies granted under this Indenture and (ii) entitled to direct ad control the enforcement of all remedies granted under this Indenture on behalf of the Owners of Insured Series 2025A Bonds].

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Authority and the City have caused this Indenture to be signed in their respective names by their representative thereunto duly authorized, and the Trustee, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

FONTANA PUBLIC FACILITIES FINANCING AUTHORITY

By: _____
Executive Director

ATTEST:

_____
Secretary

CITY OF FONTANA

By: _____
City Manager

ATTEST:

_____
City Clerk

[SIGNATURES CONTINUED ON NEXT PAGE.]

[SIGNATURE PAGE CONTINUED.]

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

EXHIBIT A

FORM OF SERIES 2025A BOND

No. ____ $_____

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY AND ANY PAYMENT IS MADE TO CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

FONTANA PUBLIC FACILITIES FINANCING AUTHORITY
LEASE REVENUE BONDS,
SERIES 2025A

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
_____%	November 1, 20__	_____, 2025	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS

The Fontana Public Facilities Financing Authority (the "Authority"), for value received, hereby promises to pay, solely from the Base Rental Payments (as hereinafter defined) or amounts in certain funds and accounts held under the Indenture (as hereinafter defined), to the Registered Owner identified above or registered assigns (the "Registered Owner"); on the Maturity Date identified above or on any earlier redemption date, the Principal Amount identified above in lawful money of the United States of America; and to pay interest thereon at the Interest Rate identified above in like lawful money from the date hereof payable semiannually on May 1 and November 1 in each year, commencing [May 1, 2026] (the "Interest Payment Dates"), until payment of such Principal Amount in full. This Bond shall bear interest from the Interest Payment Date next preceding the date of authentication of this Bond (unless this Bond is authenticated on or before an Interest Payment Date and after the close of business on the fifteenth calendar day of the month next preceding such Interest Payment Date, whether or not such day is a Business Day, in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or prior to [April 15, 2026], in which event it shall bear interest from the Dated Date identified above; provided, however, that if, at the time of authentication of this Bond, interest is in default on this Bond, interest on this Bond shall be payable from the date to which interest hereon has been paid in full, payable on each Interest Payment Date). The Principal Amount hereof is payable upon surrender hereof upon maturity or earlier redemption at the Office of the Trustee (as hereinafter defined). Interest hereon is payable by wire or check of U.S. Bank Trust Company, National Association, as Trustee (the "Trustee"), mailed by first class mail, postage prepaid, on each Interest Payment Date to the Registered Owner hereof at

the address of the Registered Owner shown on the Registration Books at the close of business on the fifteenth calendar day of the month next preceding such Interest Payment Date. "Office of the Trustee" means the principal corporate trust office of the Trustee in Los Angeles, California, or such other office as may be specified to the Authority and the City of Fontana (the "City") by the Trustee in writing, except that with respect to presentation of Bonds for payment or for registration of transfer and exchange such term shall mean the office or the agency of the Trustee at which, at any particular time, its corporate trust agency shall be conducted as specified to the Authority and the City by the Trustee in writing.

This Bond is one of a series of a duly authorized issue of bonds issued for the purpose of financing and refinancing the Project (as defined in the Indenture), and is one of the series of bonds designated "Fontana Public Facilities Financing Authority Lease Revenue Bonds, Series 2025A" (the "Series 2025A Bonds") in the aggregate principal amount of $_____. The Series 2025A Bonds are issued pursuant to the Indenture, dated as of October 1, 2025 (the "Indenture"), by and among the Authority, the City and the Trustee, and this reference incorporates the Indenture herein, and by acceptance hereof the owner of this Bond assents to said terms and conditions. Pursuant to and as more particularly provided in the Indenture, additional bonds ("Additional Bonds"), may be issued by the Authority secured by a lien on a parity with the lien securing the Series 2025A Bonds. The Series 2025A Bonds and any Additional Bonds are collectively referred to as the "Bonds." The Indenture is entered into, and this Bond is issued under, the Marks-Roos Local Bond Pooling Act of 1985 (the "Act") and the laws of the State of California.

Pursuant to the Indenture, the principal of and interest on the Bonds are payable solely from certain base rental payments (the "Base Rental Payments") under and pursuant to that certain Lease Agreement, dated as of October 1, 2025 (the "Lease Agreement"), by and between the City, as lessee, and the Authority, as lessor, all of which rights to receive such Base Rental Payments have been assigned without recourse by the Authority to the Trustee. Subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein, all of the Base Rental Payments and any other amounts (including proceeds of the sale of the Bonds) held in the Base Rental Payment Fund, the Interest Fund, the Principal Fund and the Redemption Fund established under the Indenture are pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds in accordance with their terms, the provisions of the Indenture and the Act. Said pledge constitutes a first lien on such assets.

The Series 2025A Bonds are authorized to be issued in the form of fully registered bonds without coupons in denominations of $5,000 or any integral multiple thereof ("Authorized Denominations").

The Series 2025A Bonds shall be subject to redemption, in whole or in part, on any date, in Authorized Denominations, from and to the extent of any Net Insurance Proceeds received with respect to all or a portion of the Property, deposited by the Trustee in the Redemption Fund pursuant to the Indenture, at a Redemption Price equal to the principal amount of the Series 2025A Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

The Series 2025A Bonds maturing on or after November 1, 20__, shall be subject to optional redemption, in whole or in part, on any date on or after November 1, 20__, in Authorized Denominations, from and to the extent of prepaid Base Rental Payments paid pursuant to the Lease Agreement, at a Redemption Price equal to the principal amount of the Series 2025A Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

The Series 2025A Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on each November 1 on and after November 1, 20__, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Sinking Fund Redemption Date (November 1)	***Principal Amount To Be Redeemed***
	$

(maturity)

The Series 2025A Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on each November 1 on and after November 1, 20__, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Sinking Fund Redemption Date (November 1)	***Principal Amount To Be Redeemed***
	$

(maturity)

The Series 2025A Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on each November 1 on and after November 1, 20__, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Sinking Fund Redemption Date (November 1)	***Principal Amount To Be Redeemed***
	$

(maturity)

In the event of a partial redemption pursuant to the Indenture, the City shall provide the Trustee with a revised mandatory sinking fund schedule giving effect to the redemption so completed.

The Trustee on behalf and at the expense of the Authority shall mail (by first class mail) notice of any redemption to the respective Owners of any Series 2025A Bonds designated for redemption at their respective addresses appearing on the Registration Books, to the Securities Depositories and to one or more Information Services, at least 20 but not more than 60 days prior to the date fixed for redemption. Such notice shall state the date of the notice, the redemption date, the redemption place and the Redemption Price and shall designate the CUSIP numbers, the Series 2025A Bond numbers and the maturity or maturities (except in the event of redemption of all of the Series 2025A Bonds of such maturity or maturities in whole) of the Series 2025A Bonds to be

redeemed, and shall require that such Series 2025A Bonds be then surrendered at the Office of the Trustee for redemption at the Redemption Price, giving notice also that further interest on such Series 2025A Bonds will not accrue from and after the date fixed for redemption. Such notice may state that such redemption is conditioned upon sufficient funds being on deposit on the redemption date to redeem the Series 2025A Bonds so called for redemption. Such notice of redemption may also state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed therein or on the Series 2025A Bonds. Neither the failure to receive any notice so mailed, nor any defect in such notice, shall affect the validity of the proceedings for the redemption of the Series 2025A Bonds or the cessation of accrual of interest thereon from and after the date fixed for redemption.

Subject to the limitations and upon payment of the charges, if any, provided in the Indenture, fully registered Series 2025A Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount and maturity of fully registered Series 2025A Bonds of other authorized denominations.

This Bond is transferable by the Registered Owner hereof, in person or by his duly authorized attorney, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Series 2025A Bond or 2025A Bonds, in Authorized Denominations, for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Authority, the City and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Authority, the City and the Trustee shall not be affected by any notice to the contrary.

The Indenture and the rights and obligations of the Authority, the City, the owners of the Bonds and the Trustee may be modified or amended from time to time and at any time in the manner, to the extent, and upon the terms provided in the Indenture; provided that no such modification or amendment shall (a) extend the fixed maturity of any Bonds, or reduce the principal thereof or the rate of interest thereon, or extend the time of payment, without the consent of the owner of each Bond so affected, or, (b) reduce the percentage of Bonds the consent of the owners of which is required to effect any such amendment or modification, or (c) permit the creation of any lien on the Base Rental Payments and other assets pledged under the Indenture prior to or on a parity with the lien created by the Indenture or deprive the owners of the Bonds of the lien created by the Indenture on such the Base Rental Payments and such other assets (except as expressly provided in the Indenture), without the consent of the owners of all Bonds then outstanding.

The Indenture contains provisions permitting the Authority to make provision for the payment of interest on, and the principal and premium, if any, of any of the Bond so that such Bonds shall no longer be deemed to be outstanding under the terms of the Indenture.

All obligations of the Authority under the Indenture and under the Bonds shall be special obligations of the Authority, payable solely from Rental Payments and the other assets pledged therefor under the Indenture. Neither the faith and credit nor the taxing power of the Authority, the City or the State of California, or any political subdivision thereof, is pledged to the payment of the Bonds.

IN WITNESS WHEREOF, the Authority has caused this Bond to be signed in its name and on its behalf by the facsimile signatures of its Chair and Secretary, all as of the Dated Date identified above.

FONTANA PUBLIC FACILITIES FINANCING AUTHORITY

By: _____
Chair

Attest:

_____
Secretary

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This is one of the Series 2025A Bonds described in the within-mentioned Indenture and registered on the Registration Books.

Date: _____, 2025

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

[FORM OF LEGAL OPINION]

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth LLP, in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

_____

Secretary of the Board of the Fontana Public Facilities Financing Authority

[FORM OF STATEMENT OF INSURANCE]

[FORM OF ASSIGNMENT]

For value, received the undersigned hereby sells, assigns and transfers unto _____ whose address and social security or other tax identifying number is _____, the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor.	Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within pond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B

FORM OF PROJECT FUND REQUISITION

REQUISITION NO. _____ FOR
DISBURSEMENT FROM PROJECT FUND

The undersigned hereby states and certifies:

(i) that he/she is the duly appointed, qualified and acting _____ of the City of Fontana, a municipal corporation and general law city duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "City"), and as such, is familiar with the facts herein certified and is authorized to certify the same;

(ii) that, pursuant to Section 3.05 of the Indenture, dated as of October 1, 2025 (the "Indenture"), by and among the Fontana Public Facilities Financing Authority (the "Authority"), the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), related to the Authority's Lease Revenue Bonds, Series 2025A, the undersigned hereby requests the Trustee to disburse this date the following amounts from the Project Fund established under the Indenture, to the payees designated on the attached Exhibit A;

(iii) that each obligation mentioned herein has been incurred by the City and is a proper charge against the Project Fund; and

(iv) that there has not been filed with or served upon the City notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the payees named on the attached Exhibit A, which 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 mere operation of law.

All capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Indenture.

Dated: _____ CITY OF FONTANA

By: _____
Its: _____

EXHIBIT A

PROJECT FUND DISBURSEMENTS

Item Number	*Payee Name and Address*	*Purpose of Obligation*	*Amount*
_____			_____
_____			_____
_____			_____
_____			_____
_____			_____