

City of Fontana

8437 Sierra Avenue
Fontana, CA 92335



Regular Agenda

Ord. No. 1985 Reso. No. 2026-012

Tuesday, March 10, 2026

2:00 PM

Steelworkers' Auditorium

City Council Meeting

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

Welcome to a meeting of the Fontana City Council.

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

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

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

PUBLIC COMMUNICATION - CLOSED SESSION:

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

A. Public Communications - Closed Session**CLOSED SESSION:****A. 1:30 P.M. CLOSED SESSION**

- A. 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (a)** [26-0845](#)
Case: Inland Coalition for Immigrant Justice v. City of Fontana

- 2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (a)**

Case: Yolanda Jacobo v. City of Fontana Case No.
CIVSB2423039 Claim No. 3066408

CALL TO ORDER/ROLL CALL:

- A. Call To Order/Roll Call:

INVOCATION/PLEDGE OF ALLEGIANCE:

- A. Invocation/Pledge of Allegiance:

CLOSED SESSION ANNOUNCEMENT:

- A. Closed Session Announcement:

SPECIAL PRESENTATIONS:

- A. Special Presentations

- A. A. Mayor Warren and City Council to recognize [26-0848](#)
International Boxing Federation Lightweight Champion
Raymond Muratalla.

B. Mayor Warren and City Council to recognize, Noely
Santoyo as Fontana Police Department January 2026
Employee of the month.

PUBLIC COMMUNICATIONS:

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

- A. Public Communications

CONSENT CALENDAR:

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

Approve Consent Calendar Items as recommended by staff.

- A. Approval of Minutes [26-0843](#)

Approve the minutes of the February 19, 2026, Special City Council Meeting

and the February 24, 2026, Regular City Council Meeting.

Attachments: [Attachment No. 1- Special City Council Meeting Minutes SOTC 02-19-2026.pdf](#)
[Attachment No. 2- City Council Meeting Minutes 02-24-2026.pdf](#)

**B. Adoption of Ordinance No. 1984 (Second Reading) [26-0844](#)
amending Chapters 23 (Sewers and Sewage Disposal) and
30 (Zoning and Development Code) of the Fontana
Municipal Code, Regarding Onsite Wastewater Treatment
Systems**

Conduct a second reading by title only and adopt, **Ordinance No. 1984**, amending Chapters 23 (Sewers and Sewage Disposal) and 30 (Zoning and Development Code) of the Fontana Municipal Code, Regarding Onsite Wastewater Treatment Systems.

Attachments: [Attachment No. 1- Ord 1984.docx](#)
[Attachment No. 2- Exhibit A.docx](#)

**C. Master Case (MCN) No. 26-0003, Miscellaneous Project [26-0803](#)
(MIS) No. 26-0001: Review of 2025 General Plan Annual
Progress Report**

Direct staff to send the 2025 General Plan Annual Progress Report to the California Governor's Office of Land Use and Climate Innovation (LCI) and the State Department of Housing and Community Development (HCD).

Attachments: [Attachment No. 1 - General Plan Annual Report](#)
[Attachment No. 2 - HEAPR Summary](#)

**D. Award a Professional Services Agreement for Design [26-0821](#)
Services with TKE Engineering, Inc. for the Sierra Avenue
Storm Drain Extension**

1. Approve and authorize the City Manager to enter into a Professional Services Agreement with TKE Engineering, Inc. for Design Services for the Sierra Avenue Storm Drain Extension in the amount of \$154,030.00.
2. Approve and authorize the City Manager to enter into future individual Professional Services Agreement Amendments with TKE Engineering, Inc. not exceeding \$30,000.00.
3. Authorize the City Manager to enter into any and all utility agreements for the Sierra Avenue Storm Drain Extension.
4. Approve the Non-Competitive Proposal Purchase under the Purchasing Policies 3.1.5 for Single Source/Sole Source method.

Attachments: [Attachment 1- Vicinity Map](#)
[Attachment 2- Professional Services Agreement](#)
[Attachment No. 3- Non-Competitive Source Justification](#)

- E. Police Department Monthly Information Update** [26-0827](#)
Accept the Police Department monthly information update for December 2025.
Attachments: [Attachment No. 1- December 2025 Report for City Council Rev2.pptx](#)
- F. Final Acceptance of the Construction of the Sierra Avenue Pavement Rehabilitation Project, San Bernardino Avenue to Valley Boulevard (SB-117-DE-23)** [26-0835](#)
Accept as complete the work performed by Onyx Paving Company for the Sierra Avenue Pavement Rehabilitation Project, San Bernardino Avenue to Valley Boulevard (SB-117-DE-23).
Attachments: [Attachment No. 1- Vicinity map](#)
- G. Resolution of Intent to form Community Facilities District No. 117 (Southridge).** [26-0837](#)
1. Adopt **Resolution No. 2026-012**, of the City Council of the City of Fontana of Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes.
 2. Adopt **Resolution No. 2026-013**, of the City Council of the City of Fontana to Incur Bonded Indebtedness of the Proposed City of Fontana Community Facilities District No. 117 (Southridge).
- Attachments:** [Attachment No. 1- Reso 2026-012 Resolution of Intent](#)
[Attachment No. 2- Reso 2026-012 Exhibits.pdf](#)
[Attachment No. 3- Reso 2026-013 Declaring Necessity To Incur Bonded Indebtedness](#)
[Attachment No. 4- Boundary Map](#)
- H. Prohousing Designation Program Application** [26-0849](#)
1. Adopt **Resolution No. 2026-014**, a Resolution of the City Council of the City of Fontana authorizing application submittal, and participation in, the Prohousing Designation Program.
 2. Authorize the City Manager to execute any documents necessary or appropriate as required for the application and participation in the program.
- Attachments:** [Attachment No. 1 - Resolution](#)
- I. Resolution Approving the First Amendment to Commercial Lease Agreements for Fire Station 71, Fire Station 73, Fire** [26-0854](#)

Station 74, Fire Station 77, Fire Station 78, Fire Station 79, and Fire Station 81.

Adopt **Resolution No. 2026-015**, approving the First Amendment to the Commercial Lease Agreements between the City of Fontana and the Fontana Fire Protection District for Fire Stations 71, 73, 74, 77, 78, 79, and 81, and authorizing the City Manager to enter into the amendment on behalf of the city.

Attachments: [Attachment No. 1- Fontana - 2026 Resolution Approving First Amendment to Lease Agreements-c1.docx](#)
[Attachment No. 2- Fontana Fire Station # 71 - First Amendment to Commercial Lease-c1.docx](#)
[Attachment No. 3- Fontana Fire Station # 73 - First Amendment to Commercial Lease-c1.docx](#)
[Attachment No. 4- Fontana Fire Station # 74 - First Amendment to Commercial Lease-c1.docx](#)
[Attachment No. 5- Fontana Fire Station # 77 - First Amendment to Commercial Lease-c1.docx](#)
[Attachment No. 6- Fontana Fire Station # 78 - First Amendment to Commercial Lease-c1.docx](#)
[Attachment No. 7- Fontana Fire Station # 79 - First Amendment to Commercial Lease-c1.docx](#)
[Attachment No. 8- Fontana Fire Station # 81 - First Amendment to Commercial Lease-c1.docx](#)

- J. **A Resolution of the City Council of the City of Fontana Approving Measure I Continuation Expenditure Plan developed by the Board of Directors of the San Bernardino Council Transportation Authority (SBCTA).** **[26-0860](#)**

Adopt **Resolution No. 2026-016**, Approving Measure I Continuation of the Transportation Expenditure Plan developed by the Board of Directors of the San Bernardino County Transportation Authority (Exhibit A).

Attachments: [Attachment No. 1- Measure I Reso.docx](#)
[Attachment No. 2- Measure I 3.0 Expenditure Plan.pdf](#)

CITY MANAGER COMMUNICATIONS:

- A. **City Manager Communications**

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

- A. **Elected Officials Communications/Reports**

ADJOURNMENT:

- A. **Adjournment**

Adjourn to the next Regular City Council Meeting on March 24, 2026 at 2:00 p.m. in the Steelworkers' Auditorium located at 8437 Sierra Avenue, Fontana, California.



8437 Sierra Avenue
Fontana, CA 92335

City of Fontana
Action Report
City Council Meeting

File #: 26-0845
Agenda #: A.

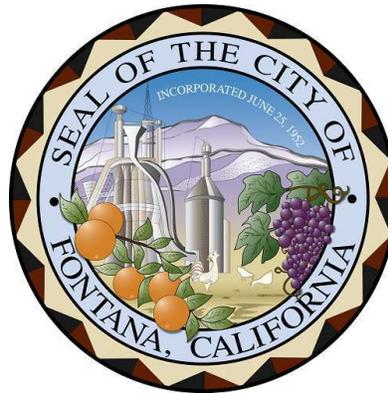
Agenda Date: 3/10/2026
Category: Closed Session

Closed Session

Tuesday, March 10, 2026

1:30 P.M.

Steelworkers' Auditorium



City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus "Jesse" Sandoval, Council Member

Phillip W. Cothran., Council Member



8437 Sierra Avenue
Fontana, CA 92335

City of Fontana

Action Report

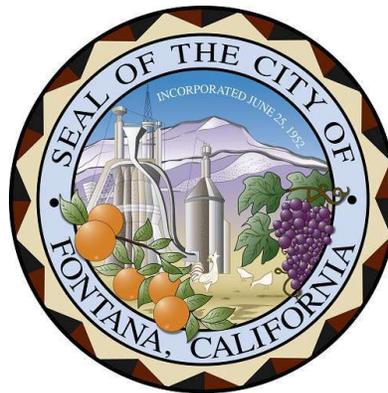
City Council Meeting

File #: 26-0848
Agenda #: A.

Agenda Date: 3/10/2026
Category: Special Presentation

Ceremonial Item

Tuesday, March 10, 2026
Steelworkers' Auditorium



City Council

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



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0843

Agenda #: A.

Agenda Date: 3/10/2026

Category: Consent Calendar

FROM:

City Clerk

SUBJECT:

Approval of Minutes

RECOMMENDATION:

Approve the minutes of the February 19, 2026, Special City Council Meeting and the February 24, 2026, Regular City Council Meeting.

COUNCIL GOALS:

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

DISCUSSION:

The City Council will consider approval of the minutes of the February 19, 2026, Special City Council Meeting and the February 24, 2026, Regular City Council Meeting. The draft minutes are attached to this report for Council review and approval.

FISCAL IMPACT:

None.

MOTION:

Approve staff recommendation.

City of Fontana

8437 Sierra Avenue
Fontana, CA 92335



Minutes

Thursday, February 19, 2026

3:00 PM

Water of Life Community Church
Special Needs Room
7625 East Ave, Fontana, CA 92336

Special City Council Meeting

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

CALL TO ORDER/ROLL CALL:

A. 3:00 P.M. Call To Order/Roll Call:

The Special Meeting of the Fontana City Council was held in the Special Needs Room at Water of Life Community Church, 7625 East Ave, Fontana, CA 92336, on Thursday, February 19, 2026. Mayor Warren called the meeting to order at 3:01 p.m.

ROLL CALL:

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

ABSENT: Mayor Pro Tem Garcia and City Clerk Germaine Key

City Treasurer Janet Koehler-Brooks was also in attendance.

PUBLIC COMMUNICATIONS:

A. Public Communications:

There were no public communications received.

RECESS:

Mayor Warren called for a recess at 3:02 p.m.

CITY COUNCIL ATTENDANCE AT THE 2026 STATE OF THE CITY

**A. Water of Life Community Church - Special Needs Room, 7625 East Ave,
Fontana, CA 92336**

The meeting resumed at 6:28 p.m. with Mayor Pro Tem Garcia, Council Members Cothran and Roberts present.

ADJOURNMENT:

A. Adjournment

Mayor Pro Tem Garcia adjourned the meeting at 6:29 p.m. to the Regular City Council Meeting on Tuesday, February 24, 2026, at 2:00 p.m. in the Steelworkers' Auditorium located at 8437 Sierra Avenue, Fontana, California.

Christina Rudsell
Chief Deputy City Clerk

THE FOREGOING MINUTES WERE ADOPTED AND APPROVED BY THE FONTANA CITY COUNCIL ON MARCH 10, 2026.

Germaine Key
City Clerk

City of Fontana

8437 Sierra Avenue
Fontana, CA 92335



Minutes

Tuesday, February 24, 2026

2:00 PM

Steelworkers' Auditorium

City Council Meeting

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

CLOSED SESSION:

A. 1:00 P.M. CLOSED SESSION

The Closed Session meeting of the Fontana City Council was held at the Steelworkers' Auditorium, 8437 Sierra Avenue, Fontana, CA 92335, on Tuesday, February 24, 2026.

Mayor Warren called the meeting to order at 1:32 p.m. with all members of the City Council present.

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

PUBLIC COMMUNICATION - CLOSED SESSION:

There were no public communications received for the following items:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Gov. Code section 54956.8)

Property: APN's: 1100-111-51-0000, 1100-091-71-0000, 0232-20-113-0000

City Negotiator: Phillip Burum, Deputy City Manager

Negotiating Party: Mark Nuami, Water of Life Church

Under Negotiation: Price and Terms of payment

CALL TO ORDER/ROLL CALL:

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

The Regular Meeting of the Fontana City Council was held in the Steelworkers' Auditorium, 8437 Sierra Avenue, Fontana, CA 92335, on Tuesday, February 24, 2026.

Mayor Warren called the Regular City Council Meeting to order at 2:05 p.m.

ROLL CALL:

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

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

ABSENT: None

INVOCATION/PLEDGE OF ALLEGIANCE:

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

CLOSED SESSION ANNOUNCEMENT:

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

SPECIAL PRESENTATIONS:

A. Mayor Warren and City Council to recognize Public Works & Engineering 2025 Employees of the year. 26-0814

Mayor Warren and City Council recognized Senior Administrative Assistant Mae Lynn Alcantara as the Public Works & Engineering 2025 Employee of the year.

B. Mayor Warren and City Council to recognize Officer, Mario Martinez 2025 Employee of the year. 26-0813

Mayor Warren and the City Council recognized Officer, Mario Martinez the as the 2025 Police Department Employee of the year.

C. Mayor Warren and City Council to recognize Fontana Police Corporal Katie Clark. 26-0815

Mayor Warren, the City Council, and San Bernardino County District Attorney Jason Anderson recognized former Deputy District Attorney Llyod Masson and Corporal Katie Clark their outstanding dedication and exemplary investigative work in solving the oldest cold case in San Bernardino County history—bringing justice 45 years after the tragic death of Michelle “Missy” Jones.

PUBLIC COMMUNICATIONS:

George Joshua Sabbagh discussed concerns about the sale of 7-hydroxymitragynine (7-OH), a kratom extract in local liquor and smoke shops. He urged the City Council to regulate the substance by amending the City’s Synthetic Drug Ordinance or adopting a new ordinance and offered his organization’s assistance.

Asher Jones requested that Item B be pulled from the Consent Calendar and sought clarification on the contract award process, site selection, and the CEQA exemption. She emphasized the need for transparency and careful planning to protect the safety and well-being of future shelter residents.

Jeff Larson raised concerns about increasing issues with youth riding electric motorcycles recklessly, causing traffic disruptions and property damage, and urged stronger enforcement and regional collaboration to address the problem.

Russell Johnson of the Associated Builders and Contractors Southern California Chapter (ABC

So Cal) announced that Fontana resident Gabriel Cancenos will compete in a national craft championship and recognized other local apprentices in attendance.

John Pinelo highlighted the Associated Builders and Contractors' Craft Championships and recognized Fontana resident Gabriel Cancenos for advancing to the national competition, representing Southern California and the City of Fontana.

Gabriel Cancenos, an electrical apprentice and lifelong Fontana resident, shared his gratitude for community support and announced that after winning first place at ABC SoCal's local craft championship, he will represent Fontana and ABC SoCal at the national championship in Salt Lake City, Utah.

Deborah Hall-Lindsay shared details of upcoming Black History Month events in North Fontana, including a youth-focused parade, car show, and jazz festival, and invited the community and Council to attend.

CONSENT CALENDAR:

Prior to the motion, Mayor Warren announced Items B, D, and O would be pulled for discussion.

Item B:

City Manager Matt Ballantyne provided the staff report.

Item D:

Deputy City Manager Phil Burum provided the staff report.

Item O:

City Manager Ballantyne provided the staff report.

ACTION: Motion was made by Council Member Roberts, seconded by Council Member Cothran, and passed unanimously by a vote of 5-0 to approve Consent Calendar Items "A-P." The motion carried by the following vote: AYES: Warren, Garcia, Cothran, Roberts, and Sandoval; NOES: None; ABSTAIN: None; ABSENT: None

- | | | |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| A. | Approval of Minutes | 26-0812 |
| | Approve the minutes of the February 10, 2026, Regular City Council Meeting. | |
| | | |
| B. | Adoption of Ordinance No. 1982 (Second Reading), Amending Section 30 Of the City Of Fontana Municipal Code Relating To Emergency Shelter Overlay Development Standards And Operating Regulations And Applying The Overlay On The Property At 11109 Jasmine Street And Finding The Action To Be Categorically Exempt From CEQA Under CEQA Sections | 26-0817 |

15060(C), 15378, and 15061(B)3).

Conduct a second reading by title only and adopt **Ordinance No. 1982**, amending Section 30-622 and Division 7 of Article XI of the Fontana Municipal Modifying Development Standards and Operating Regulations for the Emergency Shelter Overlay and applying the Overlay on the Property at 11109 Jasmine Street, pursuant to a Categorical Exemption in Accordance with CEQA Guidelines Sections 15060(C), 15378, and 15061(B)(3) and directing staff to file a Notice of Exemption.

C. Adoption of Ordinance No. 1983 (Second Reading), amending 26-0818 Section 30-467 of the Fontana Municipal Code regarding accessory dwelling units and junior accessory dwelling units to comply with recent changes in State law; and pursuant to a statutory exemption from CEQA Under Section 21080.17 of the Public Resources Code.

Conduct a second reading by title only and adopt, **Ordinance No. 1983**, approving Municipal Code Amendment No. 25-011 to amend Section No. 30-467 of the City of Fontana Municipal Code relating to Accessory Dwelling Units and Junior Accessory Dwelling Units and finding the action to be Statutorily Exempt from CEQA under Public Resources Code § 21080.17.

D. Approve Amendment No. 1 to Professional Services Agreement 26-0719 with Kimley-Horn and Associates, Inc. for the Pickleball Courts at Seville Park Project (DE-24-138-SP)

1. Approve and authorize the City Manager to enter into Amendment No. 1 to Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Pickleball Courts at Seville Park Project (DE-24-138-SP) in the amount of \$154,800.00 for a total contract amount of \$360,475.
2. Approve and authorize the City Manager to enter into any future individual Professional Services Agreement Amendments with Kimley-Horn and Associates, Inc., not exceeding \$36,000 for the Pickleball Courts at Seville Park Project (DE-24-138-SP).

E. American Rescue Plan Act Expenditure Plan Quarterly Report 26-0763

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

F. Approval of a Purchase Order with Complete Paperless 26-0769 Solutions for the Digitization of Microfiche/Microfilm police reports and photographs.

1. Authorize the Purchasing Department to utilize the RFP 2024-16 contract awarded by the City of Menifee for document scanning services per Purchasing Policies and Procedure Manual 3.1.5 Non-Competitive Proposal; and
2. Approve a Purchase Order with Complete Paperless Solutions in the amount of \$163,000 for the digitization and conversion of approximately

15,000 microfiche/microfilm police reports and photographs; and

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

G. Approve the Sole-Source purchase with Motorola Solutions for 26-0770 the upgrade, installation, and service agreement of the License Plate Camera Project.

1. Authorize procurement of the Automated License Plate Reader (ALPR) from Motorola Solutions utilizing Purchasing Policy and Procedure Manual 3.1.5 Non-Competitive Proposal - Single Source/Sole Source.
2. Approve the purchase of the Motorola Solutions upgrade, installation, and service agreement for the ALPR in the amount of \$1,052,673.97.
3. Approve and authorize the City Manager to approve the purchase and agreement with Motorola Solutions and any necessary change orders to complete the project not to exceed 10% of the award amount.

H. Acceptance of Final Map for Tract No. 20568 26-0777

1. Approve the Final Map for Tract No. 20568, located on the east side of Live Oak Avenue and south of Village Drive.
2. Accept dedication of public streets and easements.
3. Accept dedication of Lot A, in fee, for open space, drainage and landscape purposes.
4. Authorize the City Manager to enter into a Subdivision Agreement with the subdivider.

I. Summary Vacation of Excess Right-of-Way Along Old Live Oak Avenue 26-0778

Adopt **Resolution No. 2026-008**, to summarily vacate excess right-of-way along Old Live Oak Avenue pursuant to an adopted Addendum to the Southridge Village Specific Plan Environmental Impact Report No. 81-3 (SCH No. 81052210) and direct staff to file a Notice of Determination.

J. Approval of Easement and Maintenance Agreement with KB HOME Cal Management Services LLC 26-0789

Adopt **Resolution No. 2026-009**, approving an easement and maintenance agreement between the City of Fontana and KB HOME Cal Management Services LLC.

K. Award a Contract for the Jessie Turner Center Indoor Basketball Court Replacement Project (PW-26-105-SB) 26-0797

Award and Authorize the City Manager to enter into a contract with McWil Sports Surfaces Inc. of Gardena, CA. in the amount of \$355,395.00 for the

Jessie Turner Center Indoor Basketball Court Replacement and authorize a contingency (10%) in the amount of \$35,539.50.

- L. Award Bid PD-26-49-SP to Winbourne Consulting, Inc. to Provide Consulting Services for Fontana Police CAD/RMS System Selection. 26-0799**
1. Award bid (PD-26-49-SP) and authorize the City Manager, or designee, to execute all related documents and take any actions necessary to carry out the Fontana Police CAD/RMS System Selection.
 2. Authorize the Purchasing Department to approve a Purchase Order with Winbourne Consulting, Inc. in the amount of \$ 234,550.
- M. Award a Construction Contract for the FY 2025-2026 Citywide Pavement Rehabilitation Project (DE-26-95-SB) 26-0781**
1. Award bid and authorize the City Manager to execute a construction contract with Calmex Engineering, Inc. for the construction of the FY 2025 -2026 Citywide Pavement Rehabilitation Project in the amount of \$3,979,068.10, and authorize a 10% contingency in the amount of \$397,906.81 (DE-26-95-SB).
 2. Approve and authorize the City Manager to execute any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the FY 2025-2026 Citywide Pavement Rehabilitation Project.
- N. Award a Professional Services Agreement for the development and implementation of an ADA Self-Evaluation and Transition Plan for City owned facilities. 26-0819**
1. Award and authorize the City Manager to enter into a Professional Services Agreement with Sally Swanson Architects Inc. for the development and implementation of an ADA Self-Evaluation and Transition Plan for City owned facilities the amount of \$197,300.00 (Request for Proposals BS-26-61-SP).
 2. Approve and Authorize the City Manager to enter into any future amendments not to exceed 10% contingency in the amount of \$19,730.00.
- O. Purchase and Sale Agreement for City owned property- 11109 Jasmine Street 26-0826**
1. Adopt **Resolution No. 2026-010**, approving the Purchase and Sale Agreement with the County of San Bernardino, for city owned land located at 11109 Jasmine Street more specifically described as APN 0238-111-53.
 2. Approve and Authorize the City Manager, or City Manager's designee, to enter into any required documents, including non-material amendments

to the Purchase and Sale Agreement, required to effectuate said approvals and/or agreement.

P. San Bernardino Council of Governments (SBCOG) Membership 26-0834 Dues

Approve Fiscal Year 2025/2026 General Assessment Membership Dues and all future SBCOG dues according to the JPA Agreement.

NEW BUSINESS:

A. New Business

A. Fiscal Year 2025-26 Midyear Budget Status Report 26-0793

1. Approve the recommended Fiscal Year 2025-26 Midyear Budget and Fund Balance adjustments and organizational changes.
2. Adopt **Resolution No. 2026-011**, of the City Council of the City of Fontana, California, approving the updated salary table for the Teamsters Local 1932, City Hall Unit.

Chief Financial Officer Jessica Brown provided the staff report.

Council Member Cothran expressed appreciation for the report and noted comfort in the City's sales tax trends, highlighting increased spending on restaurants, hotels, and entertainment, which supports downtown development. He acknowledged that while sales tax may not always meet targets, the City remains financially conservative and on a solid path thanks to careful management.

City Manager Ballantyne clarified that adopting the mid-year budget also approves associated staffing adjustments, providing additional context before moving forward with a motion on New Business Item A for various City agencies.

ACTION: Motion was made by Mayor Pro Tem Garcia, seconded by Council Member Cothran, and passed unanimously by vote of 5-0 to approve New Business Item "A." The motion carried by the following vote: AYES: Warren, Garcia, Cothran, Roberts, and Sandoval; NOES: None; ABSTAIN: None; ABSENT: None

B. Ordinance of the City Council of the City of Fontana, California 26-0810 Rescinding and Replacing Articles I Through VIII of Chapter 23 of the Fontana Municipal Code Regarding Sewers and Sewage Disposal

Waive full reading and introduce for first reading by title only **Ordinance No. 1984**, Ordinance of the City Council of the City of Fontana, California rescinding and replacing Articles I through VIII of Chapter 23 of the Fontana Municipal Code Regarding Sewers and Sewage Disposal.

Public Works Director/City Engineer Gia Kim provided the staff report.

Mayor Warren asked how the updated grease trap design affects ongoing applications and coordination with County health standards.

Public Works Director/City Engineer Kim confirmed the ordinance aligns with building and County health codes to provide transparency and reduce confusion for developers.

ACTION: Motion was made by Council Member Roberts, seconded by Council Member Cothran, and passed unanimously by vote of 5-0 to approve New Business Item “B.” The motion carried by the following vote: AYES: Warren, Garcia, Cothran, Roberts, and Sandoval; NOES: None; ABSTAIN: None; ABSENT: None

CITY MANAGER COMMUNICATIONS:

City Manager Ballantyne highlighted recent achievements in Fontana, acknowledging the Employees of the Year and Corporal Clark who were recognized at today’s meeting. He also noted significant infrastructure investments, including over \$4 million in street improvements and basketball court replacements.

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

City Treasurer Koehler Brooks congratulated the recognized employees for their achievements and commended Chief Financial Officer Brown on the thorough and insightful mid-year budget report.

City Clerk Key congratulated the employees recognized as Employees of the Year, praised the State of the City event for highlighting staff, and commended the Summit High School choir for their performance.

Council Member Cothran praised the State of the City event, highlighting the showcase of local businesses, commended Community Services Director Daniel Schneider and the Community Services team, expressed excitement about improvements to Lewis Park and new basketball courts, and thanked City staff and the community for their contributions.

Mayor Pro Tem Garcia congratulated Mayor Warren on the State of the City presentation, thanked City staff and the Chamber of Commerce for their efforts in organizing the event, and commended Chief Financial Officer Brown and her team for managing the City’s finances.

Council Member Sandoval commended the Community Services team.

Council Member Roberts commended the employees recognized as Employees of the Year, praised Corporal Clark, congratulated Mayor Warren on a successful State of the City presentation, and acknowledged the positive community response.

Mayor Warren expressed deep appreciation for City staff, especially the Police Department, for their efforts in resolving long-standing cases and serving the community. She highlighted staff dedication, acknowledged contributions to the successful State of the City, and praised Marketing & Economic Development Manager Monique Carter and her team for their work on

messaging and presentations.

She then shared regional engagements, including the U.S. Conference of Mayors and local business initiatives, and recognized the Fontana Chamber of Commerce and community programs. Mayor Warren also encouraged public participation in upcoming events like the Black History Month Parade, Expo, and Jazz Fest, and emphasized the importance of parks, people, programs, and progress in enhancing community connection and quality of life.

ADJOURNMENT:

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

1. Matthew Shaffer
2. Francis Kho Ko
3. Reverend Jesse L. Jackson, Sr.

Mayor Warren adjourned the meeting at 4:02 p.m. to the Regular City Council Meeting on Tuesday, March 10, 2026, at 2:00 p.m. in the Steelworkers’ Auditorium located at 8437 Sierra Avenue, Fontana, California.

Christina Rudsell, CMC
Chief Deputy City Clerk

THE FOREGOING MINUTES WERE ADOPTED AND APPROVED BY THE FONTANA CITY COUNCIL ON MARCH 10, 2026.

Germaine Key
City Clerk



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0844
Agenda #: B.

Agenda Date: 3/10/2026
Category: Consent Calendar

FROM:
City Clerk

SUBJECT:

Adoption of Ordinance No. 1984 (Second Reading), amending Chapters 23 (Sewers and Sewage Disposal) and 30 (Zoning and Development Code) of the Fontana Municipal Code, Regarding Onsite Wastewater Treatment Systems.

RECOMMENDATION:

Conduct a second reading by title only and adopt, **Ordinance No. 1984**, amending Chapters 23 (Sewers and Sewage Disposal) and 30 (Zoning and Development Code) of the Fontana Municipal Code, Regarding Onsite Wastewater Treatment Systems.

COUCIL GOALS:

- To operate in a businesslike manner by correcting problems immediately.
- To promote economic development by establishing a quick, consistent development process.

DISCUSSION:

Ordinance No. 1984 was introduced by a vote of 5-0 at the February 24, 2026, Regular City Council Meeting.

FISCAL IMPACT:

There is no direct fiscal impact from this item.

MOTION:

Approve staff recommendation.

ORDINANCE NO. 1984

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, AMENDING CHAPTERS 23 (SEWERS AND SEWAGE DISPOSAL) AND 30 (ZONING AND DEVELOPMENT CODE) OF THE FONTANA MUNICIPAL CODE, REGARDING ONSITE WASTEWATER TREATMENT SYSTEMS.

WHEREAS, the City of Fontana (“City”) owns and operates a municipal sewer enterprise, including facilities for the collection and conveyance of wastewater (the “Sewer System”); and

WHEREAS, the City Council may adopt ordinances not in conflict with the Constitution and laws of the State of California or the United States (Gov. Code, § 37100), and may adopt reasonable rules and regulations for the conduct of the City’s sewer enterprise (Gov. Code, §§ 54309, 54343); and

WHEREAS, Chapter 23 (“Sewers and Sewage Disposal”) of the Fontana Municipal Code was adopted and amended over time, and the City Council desires to update Chapter 23 to improve clarity and consistency and to reflect current regulatory requirements and City practices; and

WHEREAS, the City is a party to sewer service agreements with the City of Rialto and the Inland Empire Utilities Agency (“IEUA”) that require the City to regulate discharges to the Sewer System in a manner consistent with applicable state and federal law and the terms of those agreements; and

WHEREAS, the City desires to rescind and replace Articles I through VIII of Chapter 23 to modernize and clarify sewer use regulations, including updates to onsite wastewater treatment system (OWTS) provisions consistent with State and Regional Board requirements, updates to pretreatment and enforcement provisions, updates to grease control requirements, updates to fee and charge provisions, and corrections to terminology and cross-references.

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

Section 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by this reference as findings in support of this Ordinance.

Section 2. Amendment of Municipal Code. Articles I through VIII of Chapter 23 are hereby rescinded and replaced as set forth in Exhibit A, which exhibit is incorporated into this Ordinance by this reference.

Section 3. Environmental Review. Based upon the whole of the administrative record before it, the City Council hereby finds that adoption of this Ordinance is exempt from environmental review under the California Environmental Quality Act (“CEQA”) (Pub. Res. Code, § 21000 et seq.) pursuant to State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.) sections 15061(b)(3) and 15378(b)(5). An activity is subject to CEQA only if that activity has “the potential for causing a significant effect on the environment.” (State CEQA Guidelines, § 15061(b)(3).) An activity is thus exempt from CEQA “[w]here it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” (*Ibid.*) Here, the Ordinance does not have the potential to result in either a direct or reasonably foreseeable indirect physical change in the environment. (State CEQA Guidelines, § 15061(b)(3).) Approval of the Ordinance constitutes an administrative activity of the City and is additionally exempt from CEQA on that basis. (State CEQA Guidelines, § 15378(b)(5).)

Section 4. Effective Date. This Ordinance shall go into effect thirty (30) days after the date of its passage and adoption.

Section 5. Publication. The City Clerk is hereby directed to certify the adoption of this Ordinance and cause a summary of the same to be published as required by law.

Section 6. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council of the City of Fontana hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrases be declared unconstitutional.

APPROVED AND ADOPTED this 10th day of March 2026.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance introduced at a regular meeting of said City Council on the 24th day of February, 2026 and was finally passed and adopted not less than five days thereafter on the 10th day of March, 2026, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk of the City of Fontana

Mayor of the City of Fontana

ATTEST:

City Clerk

CHAPTER 23 SEWERS AND SEWAGE DISPOSAL¹

ARTICLE I *IN GENERAL*

Sec. 23-1. Definitions and abbreviations.²

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

Act or Clean Water Act means the Federal Water Pollution Control Act of 1972, as amended, 33 USC Section 1251 et seq.

Analytical methods means the sampling referred to in 40 CFR Section 403.7(b)(2)(i—iv), and analysis of these samples shall be performed in accordance with the techniques prescribed in 40 CFR Section 136 and amendments thereto. Where 40 CFR Section 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the City or other parties, approved by the EPA.

Applicant means the person making application for a permit issued under this chapter. In the case of a sewer connection permit, the applicant shall be the owner of premises to be served by the sewer for which a permit is requested, or his authorized agent.

At-grade system means an OWTS dispersal system with a discharge point located at the preconstruction grade (ground surface elevation). The discharge from an at-grade system is always subsurface.

Authorized representative means:

- (1) If the industrial user is a corporation:
- (A) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
 - (B) The manager of one or more manufacturing, production or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including the explicit or implicit duty to make major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for wastewater discharge permit requirements; and where authority to sign documents has been delegated to the manager in accordance with corporate procedures.

¹ **Cross reference**— Public works department, § 2-311; buildings and building regulations, ch. 5; toilet facilities on construction projects, § 5-7; plumbing, § 5-86 et seq.; standards for utilities in flood hazard areas, § 12-40; health, ch. 13; solid waste, ch. 24; subdivisions, ch. 26; utilities, ch. 27.

State Law reference— Sewers generally, Health and Safety Code § 4600 et seq.; authority of City to regulate construction of sewers, Government Code §§ 38660, 38900.

² **Cross reference** — Definitions and rules of construction generally, § 1-2.

- (2) If the industrial user is a partnership or sole proprietorship: a general partner or proprietor, respectively.
- (3) If the industrial user is a federal, state or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the governmental facility, or their designee.
- (4) The individuals described in subsections (1) through (3) may designate a Duty Authorized Representative if the authorization is in writing; the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates.

If authorization under subsection (4) of this definition is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of subsection (4) of this definition must be submitted to the City prior to or together with any reports to be signed by an authorized representative.

Average daily flow means the number of gallons of wastewater discharged into the sewer system during a 24-hour period.

Best management practices or BMPs means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. BMPs also include treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

Biochemical oxygen demand or BOD is the measurement of the dissolved oxygen used by microorganisms in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees Celsius, usually expressed as a concentration (e.g. mg/L).

Building means any structure used for human habitation or a place for business, industry, recreation or any other purpose containing sanitary plumbing facilities.

Building Official means the building official for the City of Fontana or their designee.

Building sewer means that portion of any sewer beginning at the plumbing or drainage outlet of any building and running to the property line or to an OWTS.

Bypass means intentional diversion of waste streams from any portion of a user's treatment facility.

Categorical standards means the federal categorical pretreatment standards specifying quantities or concentrations of pollutants or pollutant properties which may be discharged or introduced into the POTW by existing or new industrial users in specific industrial categories established as separate regulations under the appropriate subpart of 40 CFR chapter 1, subchapter N, Parts 405-471 as it exists and as it may be amended.

Cesspool means an excavation in the ground receiving domestic wastewater, designed to retain the organic matter and solids, while allowing the liquids to seep into the soil. Cesspools differ from seepage pits because cesspool systems do not have septic tanks. The term cesspool does not include pit-privies and out-houses.

Chief Financial Officer means the chief financial officer for the City of Fontana or their designee.

Chemical oxygen demand or COD means the quantity of oxygen required to chemically oxidize material in a waste sample, expressed in milligrams per liter, under specific conditions of oxidizing agent, temperature and time.

City means the City of Fontana or the City Council of the City of Fontana.

City Manager means the City manager for the City of Fontana or their designee.

Commercial users include all retail stores, restaurants, office buildings, laundries and other private business and service establishments, schools, churches and all public and private institutions.

Compliance time schedule means a formal timetable for achieving compliance required of industrial users in violation of the provisions of this chapter. Each compliance time schedule shall contain milestone dates as well as a final compliance date and shall be approved by the Public Works Director.

Control Authority means owner and operator of the wastewater treatment plant that treats wastewater generated within the City's boundaries, i.e., IEUA or the City of Rialto, as applicable.

Daily maximum means the arithmetic average of all effluent samples for a pollutant collected during a calendar day.

Daily maximum limit means the maximum allowable discharge limit of a pollutant during a calendar day. Where daily maximum limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where the daily maximum limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

Discharger means any person who causes or contributes a discharge into the sewer or storm drain system.

Dispersal system means a leachfield, seepage pit, mound system, at-grade, subsurface drip field, evapotranspiration and infiltration bed, or other type of system for final wastewater treatment and subsurface discharge.

Domestic wastewater or domestic sewage means water bearing wastes derived from the ordinary living processes and of such character as to permit satisfactory disposal in the POTW.

Effluent means treated wastewater flowing from an industrial user or wastewater treatment facilities.

Electrical conductivity or EC means the ability of a solution to carry an electrical current, expressed in terms of micromhos per centimeter at 25 degrees Celsius, and analyzed in accordance with the most recent publication of Standard Methods.

Environmental Protection Agency or EPA means the federal Environmental Protection Agency, its administrator or its duly authorized representative.

Equivalent dwelling unit (EDU) means a measure of sewage flow equivalent in quantity and strength to the daily flow of an average single-family household.

Food processing facility means wholesale or retail facilities, including restaurants, which handle, process or prepare food intended for human and/or animal consumption.

General and departmental overhead means:

- (1) Maintenance and operating fund. Rental costs attributable to building occupancy shall be allocated based on the pro rata share of floor space used.
- (2) Sewer capital fund. Costs attributable to the expenditure of such funds not directly chargeable to a construction project. Such costs are to be limited to a fixed percentage of the construction cost of a construction project not to exceed ten percent. Such percentage is to be deemed for the purpose of paying for the project's general and departmental administrative costs of the City.

Grab sample means a sample that is taken from a waste stream without regard to the flow in the waste stream and over a period of time not to exceed fifteen (15) minutes.

Gravity separation interceptor means an approved detention chamber designed to remove grease, oil, and solids from wastewater before discharge to the sewer system.

Hazardous substance means any substance capable of creating imminent endangerment to health or the environment, including but not limited to any substance designated under the Clean Water Act, 40 CFR this sections 307 and 311; or any imminently hazardous chemical substance subject to regulation under the Toxic Mixtures or Substances Control Act, 15 USC Section 2601 et seq. In general, hazardous substance means substances which are toxic, explosive, corrosive, flammable, or irritants, or which generate pressure through heat or decomposition.

Hazardous waste means any hazardous substance which is either the resultant or intermediate or final byproduct of any process.

Holding tank waste means any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks and vacuum-pump tank trucks.

House connection sewer means the portion of a sewer lying within a public street connecting a building sewer to the main sewer.

Industrial users means all users classified as industrial under the Clean Water Act and the General Pretreatment Regulations (40 CFR Part 403) and shall include all dairies.

Indirect discharge means the discharge or the introduction of pollutants from any nondomestic source regulated under Section 307(b) or (c) of the Act (33 USC Section 1317), into the sewer system and POTW, including holding tank waste discharged into the system.

Inland Empire Utilities Agency or IEUA means the owner and operator of regional wastewater treatment facilities. A portion of the wastewater generated within the City's boundaries is transported to IEUA's facilities for treatment.

Interference means a discharge, that alone or in conjunction with other discharges, both:

- (1) Inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and
- (2) Causes a violation of any requirement of the POTW's NPDES permit, including an increase in the magnitude or duration of a violation, or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder, or more stringent state or local regulations: Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA), including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the SWDA, the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

Local limit means specific discharge limits developed and enforced by the IEUA or the City of Rialto upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR Section 403.5(a)(1) and (b).

Local system means a sewer system consisting of but not limited to sewer lines, manholes, stub-outs, and/or house connection sewer laterals designed and intended to serve a particular tract or group of dwellings.

Lower explosive limit or LEL means the minimum concentration of a combustible gas or vapor in the air which will ignite if an ignition source is present.

Mound system means an aboveground dispersal system (covered sand bed with effluent leachfield elevated above original ground surface inside) used to enhance soil treatment, dispersal, and absorption of effluent discharged from an OWTS treatment unit such as a septic tank. Mound systems have a subsurface discharge.

Multi-family dwelling means a structure or group of structures, separate or connected, on one parcel of land, occupied or intended for occupancy by more than one family or living group.

New Source means

- (1) any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Clean Water Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that Section, provided that:

- (A) The building, structure, facility, or installation is constructed at a site at which no other source is located; or
 - (B) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an Existing Source; or
 - (C) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an Existing Source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the Existing Source, should be considered.
- (2) Construction on a site at which an Existing Source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsection (1)(b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.
- (3) Construction of a New Source as defined under this subsection has commenced if the owner or operator has:
- (A) Begun, or caused to begin, as part of a continuous onsite construction program
 - 1. any placement, assembly, or installation of facilities or equipment; or (ii) significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
 - 2. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this subsection.

Non-contact cooling water means water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

Nondomestic wastewater means wastewater arising from or associated with a nondomestic operation. Such operation shall be understood to include the following: production or refining of petroleum; production, processing, packing or canning of fruits, vegetables, meat or beverages; laundering of clothes in public laundries; public self-service laundries; hospitals; restaurants; vehicle service facilities, wash racks and garages; production of fertilizer; keeping of livestock or poultry and operation of dairies; production or dyeing of textiles; production of soap and other detergents or chemicals; production and processing of plastic; cleaning of tanks, tank cars or barrels; plating or processing of metals; processing or reclamation of refuse; the washing of equipment or spaces used in nondomestic operations; and any other similar manufacturing, processing and servicing operations. Nondomestic wastewater does not include the following: wastewaters from the operation of hotels, schools, single- or multi- family dwellings and places engaged exclusively in retail business.

Oil and grease means any of the following in part or in combination:

- (1) Petroleum derived products, e.g., oils, fuels, lubricants and solvents.
- (2) Vegetable derived products, e.g., oils, shortenings and soluble cutting oils.
- (3) Animal derived products, e.g., fats, greases, oils and lard.

Onsite waste treatment system (or OWTS) means any individual disposal systems, community collection and disposal systems, and alternative collection and disposal systems that use subsurface disposal. The short form of the term may be singular or plural. OWTS includes any privy, privy vault, septic tank, cesspool, seepage pit or other facility intended or used for the subsurface disposal of sewage. OWTS do not include “graywater” systems pursuant to Health and Safety Code Section 17922.12.

Owner means the person having legal title to a property or the person having an interest in a property through a contract of sale, long-term lease or similar agreement.

OWTS Policy means the Water Quality Control Policy for Siting, Design, Operation, and Maintenance of Onsite Wastewater Treatment Systems, dated June 19, 2012, adopted by the State Water Resources Control Board on June 19, 2012, in Resolution No. 2012-0032, approved by the Office of Administrative Law on November 13, 2012, with an effective date of May 13, 2013, and any amendments thereto.

Pass-through means any discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with other discharges, cause a violation of the POTW’s national pollutant discharge elimination system permit, including an increase in the magnitude or duration of a violation.

Permit means any written authorization required pursuant to this chapter or any other regulation of the City for the installation or use of any part of the sewer system.

Person means an individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities

pH means the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions, expressed in gram equivalents per liter of solution.

Planning Department means the planning department for the City of Fontana or their designee.

Pollutant means any agent that may cause, contribute to or increase the degradation of the water quality of the waters of the United States including but not limited to dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, Medical Wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

Pollution means the manmade or man-induced alteration of the chemical, physical, biological and radiological integrity of water.

Pretreatment or treatment means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration can be obtained by physical, chemical or biological processes or process changes or other means, except as prohibited by 40 CFR Section 403.6(d).

Pretreatment requirements means any substantive or procedural requirement related to pretreatment, other than a national pretreatment standard imposed on a user.

Pretreatment wastes means all wastes, liquid or solid, removed from nondomestic wastewater by physical, chemical or biological means.

Private sewage disposal facility means an independent sewage disposal system not connected to the sewer system and which accommodates one or more structures, buildings or industries.

Property means a parcel of land together with any buildings or appurtenances.

Public sewer means a sewer lying within a street and which is controlled by or under the jurisdiction of the City.

Publicly owned treatment works or POTW means treatment works (as defined 33 USC Section 1292) owned and operated by IEAU, the City, or the City of Rialto. This definition includes any devices or systems used in the storage, treatment, recycling and reclamation of sewage. It also includes sewers, pipes, lift stations and other conveyances which convey wastewater to wastewater treatment facilities.

Public Works Director means that person designated as the director of the City of Fontana Public Works Department or their designee.

Regional sewer service agreement means either (1) the agreement entitled “Regional Sewage Service Contract,” dated November 1, 2023, as it exists and may be amended from time to time, entered into by and between the City, IEUA, and other contracting agencies, which governs the discharge of sewage from the City’s sewer system into IEUA’s sewerage system, or (2) the agreement entitled “Extra Territorial Sewer Service Agreement,” dated July 16, 1991, as it exists and may be amended from time to time, entered into by and between the City and the City of Rialto, which governs the discharge of sewage from the City’s sewer system into the City of Rialto’s sewerage system.

Replacement OWTS means an OWTS that has its treatment capacity expanded, or its dispersal system replaced or added onto, after the effective date of this Policy.

Residential users means any single-family dwelling, multi-family dwelling or mobile home park for the purpose of sewer use charge determination.

Restaurant means any retail establishment selling prepared foods and drinks for consumption on the premises, which shall include but not be limited to restaurants, lunch counters, drinking places and refreshment stands selling prepared foods and drinks for immediate consumption. Restaurants, lunch counters, drinking places and refreshment stands operated as subordinate service facilities by other establishments shall also be included.

Service unit (SU) means the unit derived from a mathematical formula in which daily flow, biochemical oxygen demand and suspended solids are converted to a numerical value in proportion to residential levels for the same three variables.

Service unit rate is the monthly charge per service unit.

Sewage means wastewater.

Sewage factor (SF) is a calculated or assigned percentage used to determine the EDU for commercial and industrial structures.

Sewer connection permit means a permit used for the connection of a property to the sewer system.

Sewer deposits means funds provided by property owners pursuant to Section 23-312 for guarantee of payment of sewer service charges. These funds are recorded and accounted for in the maintenance and operating fund, and only the interest earnings may be used for maintenance and operating expenses.

Sewer service charge is the product of service units and the service unit rate.

Sewer system means all facilities owned and operated by the City or owned or operated by others for the benefit of the City for collecting, pumping, treating and disposing of sewage. At times, this chapter may refer to the sewer system as the City’s sewer system.

Significant industrial user means any industrial user of the POTW who:

- (1) Is subject to categorical standard(s);
- (2) Has an average daily flow of 25,000 gallons or more of process wastewater, excluding sanitary, non-contact cooling and boiler blowdown wastewater; or
- (3) Has a discharge which makes up five (5) percent or more of the average dry-weather hydraulic or organic capacity of the wastewater treatment facilities receiving the wastewater; or
- (4) Has in its wastes toxic pollutants; or

- (5) Is designated by the Public Works Director to have a reasonable potential, either singly or in combination with other contributing industries, for adversely affecting the POTW's operation or violating any pretreatment standard or requirement.

Single-family dwelling means a single structure together with any garage, guestroom, servant's quarters or similar appurtenant structure on a parcel of land designed for use by one family or living group.

Single pass cooling water non-contacting cooling water which is used only once and then discarded.

Single pass heating water means water used solely for the purpose of heating, which has no direct contact with any raw material, intermediate or final product, and is used only once and then discarded.

Slug discharge means any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause interference or pass-through, or in any other way violate the POTW's regulations, local limits or permit conditions. Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Section 23-117.

Source means a point of discharge to the sewer system.

Solvent management plan or toxic organic management plan means a plan submitted to the City by an industrial user which specifies to the Public Works Director's satisfaction the solvents and other toxic organic compounds used, the methods of disposal used, and procedures for ensuring that solvents and other toxic organics do not routinely spill or leak into the wastewater.

Special sewer permit means a permit issued for a special use of the sewer system.

Suspended solids or SS means that fraction of the total solids with particle size greater than one micron as determined by passing a known volume of liquid through a filter.

Standard industrial classification or SIC means a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1987.

Standard Methods means "Standard Methods for the Examination of Water and Wastewater," prepared and published by the American Public Health Association, American Water Works Association and Water Pollution Control Federation.

Storm drain system means all storm water conveyance and treatment facilities located in the City, including, but not limited to, conduits, natural or artificial storm drains, catch basins, storm drain manholes, storm water pumping facilities, pumping stations and equipment. This definition of storm drain system shall not be construed as affecting in any way the City's ownership, use or control of property for municipal liability purposes.

Storm water means urban runoff and snowmelt runoff consisting only of those discharges which originate from precipitation events. Storm water is that portion of precipitation that flows across a surface to the storm drain system or receiving waters.

Street means any public highway, road, street, avenue, alley, way, public place, public easement or right-of-way.

Structure means building.

Stub-out means a partial house connection sewer extending laterally from the sewer main to a point just beyond the edge of the pavement or curbing which is within the right-of-way adjoining the properties which will be served by the sewer main.

Temporary user means any user who is granted temporary permission by the Public Works Director to discharge unpolluted water or wastewater to the sewer system and controlled by a wastewater discharge permit.

Total dissolved solids or TDS means the quantity of nonvolatile substances remaining after filtration through a standard glass fiber filter and drying to constant weight at 180 degrees Celsius, expressed in terms of milligrams per liter and analyzed in accordance with the most recent publication of Standard Methods. TDS shall be synonymous with total filterable residue (TFR).

Total suspended solids or TSS means the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and that is removable by laboratory filtering.

Toxic pollutant means any pollutant or combination of pollutants listed as toxic in regulations promulgated by Environmental Protection Agency under Section 307(a) Clean Water Act 307(a) or federal laws.

Trailer space means an area within a trailer court designated for use by a trailer, whether the space is occupied or not, provided the space is served by plumbing connected to the sewer system.

Unpolluted water means single pass cooling water, single pass heating water, air conditioning condensate, ice melt, condensate and rainwater.

User means any person who contributes, causes or permits the contribution of wastewater into the City's sewer system; or recipient of wastewater collection and treatment services.

Utility means an enterprise operated for the benefit of the citizens of the City.

Wastewater means the liquid and water-carried industrial or domestic wastes and sewage from residential, dwellings, commercial buildings, industrial facilities and institutions, together with any groundwater, surface water and stormwater that may be present, whether treated or untreated, which is contributed into or permitted to enter the POTW.

Wastewater discharge permit means the regulatory procedure established and enforced by the Public Works Director to control the flow of wastes into the POTW. Wastewater discharge permit shall also mean a permit issued by the City as provided in and subject to provisions of Division 7 of Article II and payment of fee requirements of Section 23-50.

Wastewater treatment facilities means the structures, equipment and processes owned and operated by the City, the City of Rialto, or IEUA which are required to transport, treat and dispose of domestic and nondomestic wastewater.

Wastewater treatment plant means the portion of the POTW designed to provide wastewater treatment.

Water conditioning device means any device used to soften or otherwise condition water, including zeolite or resinous anion or cation exchange softeners, demineralizers and any other like devices.

Water supply means the water supply serving the area tributary to the sewer system. Water supply to an individual establishment shall be interpreted as meaning specifically a composite analysis over a 12-month period of samples of the water served to an establishment or location as determined by testing and compositing samples and analyses approved by the Public Works Director.

Waters of the United States means those waters that are more particularly described in 40 CFR Section 120.2.

(b) *Abbreviations.* For purposes of this chapter, the following abbreviations shall have the meanings designated in this subsection:

BOD	Biochemical oxygen demand
CFR	Code of Federal Regulations
COD	Chemical oxygen demand
EC	Electrical conductivity
EPA	Environmental Protection Agency
l	Liter
IEUA	Inland Empire Utilities Agency
MBAS	Methylene blue activated substances
mg	Milligrams
mg/l	Milligrams per liter
NPDES	National pollutant discharge elimination system
OTWS	Onsite waste treatment system
POTW	Publicly owned treatment works

RCRA	Resource Conservation and Recovery Act
SIC	Standard industrial classification
SIU	Significant industrial user
SNC	Significant noncompliance
SWDA	Solid Waste Disposal Act, 42 USC §6901 et seq.
TDS	Total dissolved solids
TRC	Technical review criteria
TSS	Total suspended solids
µg	Micrograms
µg/l	Micrograms per liter
µmhos/cm	Micromhos per centimeter
USC	United States Code

Sec. 23-2. Applicability.

This chapter is intended to provide rules and regulations for construction and use of building sewers, local sewers, the City's sewer system and storm drain system.

Sec. 23-3. Compliance.

- (a) All work with respect to sewer construction and disposal of sewage and drainage of buildings and connection to the City's sewer system shall be done in conformity with this chapter and not otherwise.
- (b) No person shall connect to, construct, install, provide, maintain or use any means of sewage disposal from any building in the City other by connection to a public sewer, or inhabit or produce any sewage in any building not connected to a public sewer, except in the manner provided in this chapter.
- (c) No person shall conduct, make, permit, authorize or otherwise cause or allow any discharge into the sewer system or storm drain system except in conformity with and in a manner allowed by this chapter.
- (d) No person shall take, perform, permit, authorize, or otherwise cause or allow any action that would cause the City to violate any federal, state, or local law, permit, or regional sewerage agreement.
- (e) Every person who owns an OWTS must comply with the responsibilities and duties for OWTS owners set forth in the OWTS Policy.

Sec. 23-4. Public Works Director.

- (a) The City Manager shall appoint a Public Works Director, which office shall be under the terms and subject to the provisions of chapter 20. The salary of the Public Works Director is to be fixed by the City Council from time to time by resolution.
- (b) The Public Works Director shall have power and it shall be his duty to enforce all rules and regulations concerning the sewer system and storm drain system, to supervise the maintenance and operation of the system and to make necessary repairs thereto.

Sec. 23-5. Connection required and OTWS prohibited, generally.

- (a) The owner of any premises with structure in or from which sewage is generated must connect the structure directly with the sewer system in accordance with Article III, unless exempted under the provisions thereof.
- (b) Except as provided in Article III, it shall be unlawful to construct or maintain an OWTS.

Sec. 23-6. Unlawful disposal of waste.³

It shall be unlawful for any person to place, deposit or permit to be deposited upon public or private property within the City, or in any area under the jurisdiction of the City, any human excrement, garbage or other objectionable waste unless otherwise authorized by the City.

Sec. 23-7. Pollution of waters.

It shall be unlawful to discharge into any stream or watercourse any sewage, wastes or other pollution, except where suitable treatment has been provided in accordance with the provisions of this chapter. The City's authorization to discharge into any stream or watercourse does not relieve any person of the obligation to comply with applicable state or federal laws.

Sec. 23-8. Compliance required prior to occupancy.

No building shall become occupied until the owner of the premises has complied with this chapter and any rules and regulations of the City.

Sec. 23-9. Fees, charges, etc.

Unless otherwise specified herein, all fees, charges, rates, deposits, surcharges, fines, and penalties under this chapter shall be established, and may be updated, by resolution of the City. Additional provisions related to fees and charges are contained within Articles II, V, and VII.

Sec. 23-10. Reserved.

Sec. 23-11. Use of noncomplying building.

Continued habitation of any building or continued operation of any building in violation of the provisions of this chapter or any other ordinance, rule or regulation of the City is hereby declared to be a public nuisance. Pursuant to Chapter 18 of this Code, the City may commence an action or actions for the abatement thereof, in the manner provided by law, including those established in Chapter 18 of this Code.

Sec. 23-12. Disconnection of service.

As an alternative method of enforcing the provisions of this chapter or any other ordinance, rule or regulation of the City pertaining to the sewer system, the Public Works Director shall have the power to disconnect the user from the sewer system. Upon disconnection, the Public Works Director shall estimate the cost of disconnection from and reconnection to the system and such user shall deposit the cost, as estimated, of disconnection and reconnection in accordance with Section 23-356. Any part of the deposit remaining after payment of all costs of disconnection and reconnection shall be refunded.

Sec. 23-13. Occupation of building while service disconnected.

During the period of disconnection as provided for in Section 23-12, habitation of the subject property shall constitute a public nuisance, whereupon the City shall cause proceedings to be brought for the abatement. In such event, and as a condition of reconnection, there is to be paid to the City a reasonable attorney's fee and cost of such proceedings.

Sec. 23-14. Liability of City.

The City and its officers, agents and employees shall not be answerable for any liability or injury or death to any person or damage to any property arising during or growing out of the performance of any work by any applicant under a sewer connection permit. The applicant shall be answerable for and shall save the City and its officers, agents and employees harmless from any liability imposed by law upon the City or its officers, agents or employees, including all costs, expenses, fees and interest incurred in defending such action or in seeking to enforce this

³ Cross reference— Solid waste, ch. 24.

provision. The applicant shall be solely liable for any defects in the performance of his work or any failure which may develop therein.

Sec. 23-15. Liability for damage caused by violations.

Any person violating any of the provisions of this chapter and other ordinances, rules or regulations of the City pertaining to the sewer system shall become liable to the City for any expense, loss or damage sustained by the City by reason of such violation.

Sec. 23-16. Notice of Correction (NOC) and Notice of Violation (NOV)

- (a) Notice of correction (NOC). Whenever the Public Works Director finds that any person threatens to violate or has already violated any provision contained in this chapter, except Articles II and IX, the City may serve upon such person a written notice of correction stating the nature of the violation and the necessary actions that must be implemented to correct the situation. The NOC shall stipulate a time period by which the problem must be corrected and the penalties for noncompliance. Nothing in this section shall limit the authority of the Public Works Director to take any action, including emergency actions or any other enforcement action.
- (b) Notice of violation (NOV).
 - (1) When the Public Works Director finds that any person has failed to comply with a notice of correction or has violated or continues to violate any provision contained in this chapter, except Articles II and IX, the City may serve upon such person a written notice of violation stating the nature of the violation and the penalties for noncompliance. At a minimum, the notice of violation shall require that the person to submit to the Public Works Director, within a time period specified in the notice, a plan indicating the cause of the violation and corrective actions which will be taken to prevent recurrence. The time period for submittal shall not exceed more than 30 days. Nothing in this section shall limit the authority of the Public Works Director to take any action, including emergency actions or any other enforcement action.
 - (2) Every day during which a violation of this chapter, except Articles II and IX, continues to exist shall constitute a separate offense.
 - (3) Pursuant to Government Code sections 53069.4 and 36900(b), the following violation assessments will apply to the issuance of a notice of violation by the Public Works Director:
 - (A) A first notice of violation may be issued for a first violation of this chapter, except Articles II and IX, and may be punishable by a fine of \$100.
 - (B) A second notice of violation shall be issued for a second violation of this chapter, except Articles II and IX, within one year and shall be punishable by a fine of \$200.
 - (C) A third notice of violation shall be issued for a third violation of this chapter, except Articles II and IX, within one year and shall be punishable by a fine. Each additional violation of this chapter, except Articles II and IX, within one year shall also be punishable by a fine of up to \$500.

Sec. 23-17. Reserved.

Sec. 23-18. Civil remedies.

In addition to any other remedies provided by this Code or available to the City under applicable law, the City, through its City attorney, may enforce violations of this chapter by filing a complaint in superior court seeking any applicable civil remedies, including, without limitation, declaratory or injunctive relief.

In any such action commenced by the City attorney, the City shall be entitled to recover its reasonable costs and expenses, including reasonable attorney's fees and expert expenses.

Filing a suit for civil penalties shall not be a bar against, or a prerequisite for taking any other action against a person in violation of this chapter. The City may institute further legal action to collect such penalties in the event that a person fails or refuses to pay said penalty within thirty (30) days from the date that it has been assessed.

Sec. 23-19. Violations deemed a public nuisance.

Any violation of this chapter is hereby declared to be unlawful and a public nuisance and the City attorney may, in addition to or in lieu of prosecuting a criminal action hereunder, commence an action or actions for the abatement thereof, in the manner provided by law, including those established in Chapter 18 of this Code.

The cost of such abatement shall be borne by the owner of the property where the public nuisance occurs. The costs thereof may become a lien upon and against the property, if the costs are not paid and such lien shall continue in existence until the same shall be paid. If the lien is not satisfied by the owner, the property may be sold in satisfaction thereof in a like manner provided by law.

Notwithstanding anything in this chapter to the contrary, the City may take all action necessary to inspect, investigate, assess, remedy or otherwise abate any discharge of wastewater on or into any public property.

Sec. 23-20. Criminal penalties.

Any person violating any of the provisions of chapter shall be guilty of a misdemeanor and shall be subject to a fine not to exceed \$1,000.00, or by imprisonment not to exceed six months, or by both such fine and imprisonment. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this chapter is committed, continued or permitted by any such person, and shall be punished accordingly.

Sec. 23-21. Administrative Hearings and Appeals.

- (a) Any person who violates any provision of this chapter, or any permit or order issued hereunder, or any person subject to an order, waiver, permit condition, permit modification, disapproval of a permit application, or any other decision made by the Public Works Director under this chapter, may request—or the Public Works Director may order—an administrative hearing. An administrative hearing officer not directly involved in the enforcement of this chapter shall preside over the hearing, at which each party shall have the right to present evidence.
 - (1) The person requesting an administrative hearing may request a stay of the challenged decision or action during the pendency of the administrative hearing. The Public Works Director may grant such a request upon a finding that a stay does not threaten public health or safety, including damage to the sewer or storm water systems.
 - (2) Notwithstanding subsection (1), the imposition of fines or penalties shall be automatically stayed during pendency of the administrative hearing, unless the Public Works Director or administrative hearing officer determines that such a stay would threaten public health or safety.
- (b) The City shall serve written notice on the person subject to the hearing. The notice shall specify the time and place of the hearing, the challenged action or violation, and the proposed enforcement action, if any. For administrative hearings regarding proposed enforcement actions under this chapter, the notice shall direct the person subject to the enforcement action to show cause before the hearing officer why the proposed enforcement action should not be taken. The notice of hearing shall be served personally or by registered or certified mail, return receipt requested, at least ten (10) days and no more than sixty (60) days before the hearing. Service may be made on any agent or officer of the person.
- (c) Such a hearing shall not be a bar to, or a prerequisite for, taking any other authorized action against the person.
- (d) Administrative hearing decisions issued pursuant to this chapter may be appealed to the City Manager. The City Manager may amend, modify, confirm, or reject any such decision, provided that

the purpose and intent of this chapter are not violated. The City Manager's determination shall constitute the final administrative decision of the City.

- (1) The person requesting an appeal may request a stay of the administrative hearing decision during the pendency of the appeal. The City Manager may grant such a request if the City Manager finds that granting the stay does not threaten public health or safety, including potential damage to the sewer or storm water systems.
- (2) Notwithstanding subsection (1), the imposition of fines or penalties shall be automatically stayed during the appeal period, unless the Public Works Director, administrative hearing officer, or City Manager determines that such a stay would threaten public health or safety.

Sec. 23-22. Notice.

Unless otherwise specifically provided, all notices required under this chapter shall be given in writing and served by messenger or by first class, certified or registered mail. Notice shall be deemed received as follows, depending upon the method of transmittal:

- (a) By messenger, as of the date delivered; or
- (b) By United States mail, first class, certified or registered, as of 72 hours after deposit in the United States mail, or
- (c) By electronic mail (e-mail), as of the date delivered.

Sec. 23-23 to 23-40 Reserved.

ARTICLE II INDUSTRIAL WASTE

DIVISION 1. GENERALLY

Sec. 23-41. Scope; objectives.

- (a) This article sets forth uniform requirements for all users of the POTW within the sphere of influence of the City. This article enables the City to comply with agreements between the City and applicable Control Authority and all applicable state and federal laws, including the Clean Water Act and General Pretreatment Regulations (40 CFR Part 403). The objectives of this article are to:
 - (1) Prevent the introduction of pollutants into the POTW which will interfere with the operation of the POTW or contaminate the resulting sludge;
 - (2) Prevent the introduction of pollutants into the POTW which will pass through, inadequately treated, into receiving surface waters, groundwaters or the atmosphere, or otherwise be incompatible with the POTW;
 - (3) To promote reuse of wastewaters and sludges from the system; and
 - (4) Protect and preserve the health and safety of the citizens and personnel of the City.
- (b) This article provides for regulation of wastewater through issuance of wastewater discharge permits to certain industrial users and enforcement of general requirements for the other users. The Article also authorizes monitoring and enforcement activities and user reporting and provides for the setting of fees for the equitable distribution of costs for sewer service.

Sec. 23-42. Reserved.

Sec. 23-43. Administration.

Except as otherwise provided, the Public Works Director shall administer, implement and enforce the provisions of this article. Any powers granted to or duties imposed upon the Public Works Director may be delegated by the Public Works Director to a duly authorized City employee.

Sec. 23-43.1 IEUA; Regional pretreatment agreement.

Pursuant to its regional sewer service agreement with IEUA, the City authorizes IEUA to regulate industrial users within the corporate limits of the City that are tributary to IEUA's sewerage system and grants IEUA fully enforceable legal authority to inspect, permit, and control indirect discharges to IEUA's sewerage system. The regional sewer service agreement, and any subsequent agreements and amendments entered into by the City and IEUA in furtherance thereof, are hereby adopted and incorporated by reference as if fully set forth herein. Copies of the regional sewer service agreement, and any subsequent agreements or amendments, are on file with the City Clerk of the City of Fontana. To the extent this article conflicts with the regional sewer service agreement with IEUA or IEUA's pretreatment ordinance, as currently adopted and as may be amended from time to time, the regional sewer service agreement with IEUA and IEUA's pretreatment ordinance shall control.

Sec. 23-44. Inspection and sampling.

- (a) The Public Works Director shall have the right to enter the property of any user whom the Public Works Director has reason to believe may be a generator of nondomestic wastewater, to inspect facilities and determine compliance with all provisions of this article, a wastewater discharge permit, or order issued hereunder. Persons or occupants of premises where nondomestic wastewater is created or discharged, or where the Public Works Director has reason to believe that nondomestic wastewater may be created or discharged, shall allow the Public Works Director ready access at all reasonable times to all parts of the property for the purposes of inspection, sampling, examination and copying of records, taking photographs, and performance of any other duties.
- (b) The Public Works Director shall have the right to set up on the industrial user's property such devices as are necessary to conduct sampling, inspection, compliance monitoring or metering operations. The Public Works Director may also require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense.
- (c) Where a user has security measures in force which would require proper identification and clearance before entry into the user's premises, the user shall make necessary arrangements with its staff so that, upon presentation of suitable identification, the Public Works Director will be permitted to enter, without delay, for the purpose of performing inspection and sampling. Unreasonable delays in allowing the Public Works Director access to the user's premises shall be a violation of this article.
- (d) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the Public Works Director and shall not be replaced. The costs of clearing such access shall be borne by the user.
- (e) The Public Works Director or his designee shall exercise his rights under this article in a manner consistent with applicable law, and no inspections or other actions are authorized under this section if such action would violate the rights of the person which is the subject of the action.

Sec. 23-45. Public access to information.

Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, and monitoring programs, and from the director's inspection and sampling activities, shall be available to the public without restriction, except where the user specifically requests, and is able to demonstrate to the satisfaction of the Public Works Director, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable state law. All other information which is submitted by the industrial user to the City shall be available to the public to the extent provided by 40 CFR Section 2.302 or as required by state law, including, without limitation, the Public Records Act

(Government Code Section 6250 et seq.). With the exception of government agencies, any person requesting this information from the City shall be required, prior to receipt of the information, to pay the reasonable costs of the data gathering, reproduction and transmission incurred by the City.

Sec. 23-46. Designation of confidential information.

Any information other than discharge data submitted to the City pertaining to the pretreatment program may be claimed by the industrial user to be confidential. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program and in enforcement proceedings involving the person furnishing the report. Any such claim must be asserted at the time of submission of the information or data to the City. The claim may be asserted by stamping the words "confidential business information" on each page containing such information or by other means; however, if no claim is asserted at time of submission, the City may make the information available to the public without further notice. If such a claim is asserted, the information will be treated in accordance with the procedure in 40 CFR Section 2 (Public Information). Wastewater constituents and characteristics and other effluent data, as defined at 40 CFR Section 2.302, shall not be recognized as confidential information and shall be available to the public without restriction.

Sec. 23-47. Slug discharge control plan.

The Public Works Director shall evaluate, at least once every two years, whether each industrial user must submit a slug discharge control plan. The Public Works Director may require any user to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control slug discharges. Alternatively, the Public Works Director may develop such a plan for any user. A slug discharge control plan shall be developed in accordance with Section 23-200(d).

Sec. 23-48. Time limits.

Time limits provided in any written notice or any provision of this article may be extended only by a written directive of the Public Works Director.

Sec. 23-49. Reserved.

Sec. 23-50. Pretreatment program fees.

- (a) It is the purpose of this section to establish the mechanisms whereby the City may recover from industrial and commercial users for the implementation and operation of this article. The City may adopt charges and fees, by resolution, which may include:
- (1) Fees for the processing of applications;
 - (2) Fees for reimbursement of costs of developing and operating the City pretreatment program;
 - (3) Fees for monitoring, inspections, surveillance procedures and laboratory costs including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports and certification statements submitted by users;
 - (4) Fees for reviewing plans and construction inspections;
 - (5) Fees for reviewing and responding to accidental discharge procedures;
 - (6) Fees for filing appeals and non-compliance meeting fee;
 - (7) Non-compliance fees as established by category by City Council ordinance or resolution or, in the absence of a specific category, the actual costs incurred by the City in causing compliance, including administrative and legal costs associated with the enforcement activity taken by the Public Works Director to address noncompliance;

- (8) Extra strength charges and surcharge fees. These fees shall be assessed based on the pounds discharged of a constituent above stated permit conditions or allowable limits. At no time shall any user affected by categorical standards be permitted to discharge wastewater to the POTW in violation of categorical standards;
 - (9) Administrative fees for compensation for damages in accordance with Section 23-81;
 - (10) Other fees deemed necessary by the City to implement the provisions of this article.
- (b) These fees relate exclusively to matters covered by this article and are separate from all other fees chargeable by the City. The City may incorporate the equivalent amount of any of the fees provided for in this section into its sewer charges.

Sec. 21-51 to 23-80 Reserved.

DIVISION 2. ENFORCEMENT

Sec. 23-81. Compensation for damages.

Any person who, by discharge of wastewaters or by any other means, damages monitoring equipment, detrimentally affects wastewater treatment processes, significantly increases City operation costs, requires nonroutine inspection or sampling, causes blockages of, damage to, interference with or pass-through from the POTW, or causes any other damages, including the imposition of fines or penalties on the City by federal, state or local regulatory agencies, shall be liable to the City, as applicable, for all damages and additional costs, including the fines or penalties, occasioned thereby. An administrative fee, which shall be fixed by the City Manager based on the City's current overhead cost allocation percentage, shall be added to these charges and shall be payable within 30 days of invoicing by the City.

Sec. 23-82. Suspension or Revocation of permit.

- (a) Any industrial user who violates the following conditions or applicable state and federal regulations is subject to having his permit suspended or revoked:
- (1) Failure of the user to factually report the wastewater constituents and characteristics of his discharge;
 - (2) Failure of the user to report significant changes in operations or wastewater constituents and characteristics prior to the changed conditions pursuant to Section 23-198;
 - (3) Failure of the user to provide timely access to records or the user's premises;
 - (4) Failure to meet effluent limitations;
 - (5) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
 - (6) Falsifying self-monitoring reports and certification statements;
 - (7) Falsifying, tampering with, or knowingly rendering inaccurate any monitoring equipment or sample collection;
 - (8) Failure of the user to pay sewer service charges or pretreatment program fees;
 - (9) Failure to pay fines;
 - (10) Failure to meet compliance schedules;
 - (11) Failure to complete a wastewater survey or the wastewater discharge permit application;
 - (12) Failure to provide advance notice of the transfer of business ownership or a permitted facility; or

- (13) Violation of a wastewater discharge permit, any provision of this article or order issued hereunder, or any other pretreatment standard or requirement.
- (b) A user subject to termination may request an administrative hearing pursuant to Section 23-21.

Sec. 23-83. Notice of violation; compliance meeting.

- (a) Whenever the Public Works Director finds that any user has violated or is violating a wastewater discharge permit, any provision of this article or order issued hereunder, or any other pretreatment standard or requirement, the Public Works Director may serve upon such user a written notice of violation stating the nature of the violation and stating the penalties for continued noncompliance. If required in the notice, the user shall submit to the Public Works Director, within a prescribed period specified in the notice, which period shall not be less than fifteen (15) days unless an emergency situation dictates a shorter period, an explanation indicating the cause of the violation, a plan for satisfactory corrective and preventive actions, and, if required, a proposed compliance time schedule indicating the dates those corrective actions will be completed. Submission of such a plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. The issuance of a notice of violation shall not be a prerequisite for the Public Works Director to take any emergency action or other enforcement action.
- (b) A compliance meeting may be required of all users who have failed to achieve compliance after the issuance of a notice of violation, or violation(s) resulting in significant noncompliance. This meeting shall be for the Public Works Director to consider drafting a consent or compliance order and for the user to propose solutions, request time extensions, or file an appeal.

Sec. 23-84. Compliance time schedule.

The Public Works Director may adopt a proposed compliance time schedule submitted by the user, or may adopt a revised compliance time schedule if, in the judgment of the Public Works Director, the proposed compliance time schedule would allow the user to cause harm to the POTW or unreasonably or inequitably burden the operation of the POTW. The Public Works Director will notify the user of the adopted compliance time schedule in a timely manner. The Public Works Director shall not adopt a compliance time schedule which extends beyond applicable federal deadlines.

Sec. 23-85. Administrative orders.

The Public Works Director may require compliance with this article, wastewater discharge permit conditions or limitations, or any other pretreatment standard or requirement by issuing administrative orders that are enforceable in a court of law or by directly seeking court action. Administrative orders may include stop work orders, cease and desist orders, consent orders, compliance orders, termination of sewer service and immediate termination of service orders.

- (a) Stop work order. The Building Official or Public Works Director may serve a written stop work order on any person engaged in doing or causing to be done new construction, tenant improvements, alterations or additions, if:
 - (1) No permit has been granted by the City.
 - (2) Work has begun without prior written approval by the Public Works Director.
 - (3) Violations of this article are found at the site of the new construction, tenant improvements, alterations or additions.

Any person served a stop work order shall stop such work forthwith until written authorization to continue is received from the Public Works Director.

- (b) Cease and desist order. When the Public Works Director finds that any industrial user has violated or threatens to violate a wastewater discharge permit, any provision of this article or order issued hereunder, or any other pretreatment standard or requirement, or that the user's past violations

are likely to recur, the Public Works Director may issue a cease and desist order directing the user to:

- (1) Comply immediately with all requirements; or
- (2) Take such appropriate remedial or preventative action as may be needed to properly address a continuing or threatened violation, including halting operations or terminating the discharge.

A cease and desist order may include modifications in the frequency of monitoring, testing and submission of self-monitoring reports. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the user.

- (c) Consent order. The Public Works Director may enter into consent orders, assurances of compliance, or other documents establishing an agreement with any user responsible for noncompliance. Such document shall include specific action to be taken by the user to correct the noncompliance within a time period specified by the document.
- (d) Compliance order: When the Public Works Director finds that a user has violated, or continues to violate a wastewater discharge permit, any provision of this article or order issued hereunder, or any other pretreatment standard or requirement, the Public Works Director may issue an order to the user responsible for the discharge directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.
- (e) Termination of service. When the Public Works Director finds that any industrial user has violated an administrative order, the Public Works Director may terminate sewer service to that user. The user shall be liable for all costs for termination of sewer service incurred by the user and the City. This provision is in addition to other statutes, rules or regulations authorizing termination of service for delinquency in payment, or for any other reason. Sewer service shall be reinstated by the Public Works Director after the user has complied with all provisions in the administrative order. The user shall be liable for all costs for reinstating sewer service.
- (f) Immediate termination of service. The Public Works Director may immediately suspend sewer service and any wastewater discharge permit when such suspension is necessary, in the opinion of the Public Works Director, to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons or the environment, or which significantly interferes with the POTW. Any industrial user notified that wastewater treatment service and any wastewater discharge permit has been suspended shall immediately stop and eliminate the applicable contributions to the POTW. In the event of failure to comply voluntarily with the suspension order, the Public Works Director shall take steps as deemed necessary, including immediate severance of the sewer connection. The industrial user shall be liable for all costs incurred by the City in terminating sewer service. Sewer service shall be reinstated by the Public Works Director after the actual or threatened discharge has been eliminated. A detailed written statement, submitted by the industrial user, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the Public Works Director within 15 days of the date of sewer service termination.
- (g) Invoice for costs. The Public Works Director may deliver to the owner or occupant of any property, any permittee or any other person who becomes subject to an administrative order, an invoice for

costs. An invoice for costs is immediately due and payable to the City for the actual costs incurred by the City in issuing and enforcing any notice or order, including any costs incurred by the City to prevent, contain and/or clean up any potential or actual prohibited discharge. If any owner or occupant, permittee or any other person subject to an invoice for costs fails to either pay the invoice for costs or successfully appeal the invoice for costs in accordance with Section 23-21, then the enforcing attorney may institute collection proceedings.

Sec. 23-86. Reserved.

Sec. 23-87. Publication of list of noncomplying users.

In accordance with 40 CFR Section 403.8(f)(2)(viii), the City shall publish annually in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the City and applicable Control Authority, a list of the users which, at any time during the previous twelve (12) months, were in significant noncompliance with applicable pretreatment standards and requirements. Prior to publication, the City shall provide at least ten (10) days' written notice to all industrial users to be included in the listing, and such industrial users shall be given the opportunity to comment on the proposed publication prior to publication. The term significant noncompliance shall be applicable to all significant industrial users (or any other industrial user that violates subsections (3), (4), or (8) of this section) and shall mean:

- (a) Chronic violations of wastewater discharge limits, defined here as those in which sixty six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six (6) month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits, as defined in by 40 CFR Section 403.3(l);
- (b) Technical Review Criteria (TRC) violations, defined here as those in which thirty three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six (6) month period equals or exceeds the product of the numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR Section 403.3(l), multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);
- (c) Any other violation of a pretreatment standard or requirement, as defined by 40 CFR Section 403.3(l) (daily maximum, long term average, instantaneous limit, or narrative standard), that the Public Works Director determines has caused, alone or in combination with other discharges, interference or pass-through, including any violation that has endangered the health of POTW personnel or the general public;
- (d) Any discharge of a pollutant that has caused imminent danger to the public or to the environment, or has resulted in the Public Work Director's exercise of his or her emergency authority to halt or prevent such a discharge;
- (e) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for commencing construction, completing construction, or attaining final compliance;
- (f) Failure to provide within forty-five (45) days after the due date any required reports, including baseline monitoring reports, reports on compliance with categorical standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;
- (g) Failure to accurately and timely report noncompliance; or
- (h) Any other violation(s), which may include a violation of best management practices, that the Public Works Director determines will adversely affect the operation or implementation of the City's pretreatment program.

Sec. 23-88. Legal action.

- (a) If a person violates a wastewater discharge permit, any provision of this article or order issued hereunder, or any other pretreatment standard or requirement, the City attorney may commence

an action for appropriate legal, equitable or injunctive relief in the superior court of the county. Filing a suit shall not be a bar against, or a prerequisite for, taking any other action against a user.

- (b) In addition to the penalties provided in this article, the City may recover reasonable attorney fees, court costs, court reporters' fees and other expenses associated with enforcement activities by appropriate suit of law.

Sec. 23-89. Civil penalties.

Any industrial user who is found to have violated a wastewater discharge permit, any provision of this article or order issued hereunder, or any other pretreatment standard or requirement may be fined no more than a maximum civil penalty of \$25,000.00 per violation per day. Each violation shall be considered a separate and distinct offense, and each day on which a violation shall occur or continue shall be deemed a separate and distinct offense. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

Sec. 23-90. Criminal penalties.

Any person who (a) willfully or negligently violates a wastewater discharge permit, any provision of this article or order issued hereunder, or any other pretreatment standard or requirement; (b) who willfully or negligently introduces any substance into the POTW which causes personal injury or property damage; (c) who knowingly makes any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this article or a wastewater discharge permit; or who falsifies, tampers with or knowingly causes inaccuracy in any monitoring device or method required or authorized under this article is guilty of a misdemeanor, which, upon conviction, is punishable by a fine not to exceed \$1,000.00 or by imprisonment for a period of not more than six months, or by both such fine and imprisonment. Each such person shall be deemed guilty of a separate offense for every day during any portion of which any violation of any provision of this article is committed, continued or permitted by such person, and shall be punishable for that violation as provided by this section.

Sec. 23-91. Reserved.

Sec. 23-92. Administrative complaints.

- (a) In addition to any other remedies provided by this Code or available to the City by applicable law, the Public Works Director may issue an administrative complaint to any person who violates a wastewater discharge permit, any provision of this article or order issued hereunder, or any other pretreatment standard or requirement. The administrative complaint shall allege the act or failure to act that constitutes the violation, the provisions of law authorizing civil liability to be imposed, and the proposed administrative penalty.
- (b) The administrative complaint shall be served by personal delivery or certified mail on the person subject to the City's discharge requirements and shall inform the person served that an administrative hearing shall be conducted. The administrative hearing and appeal procedures shall be consistent with Section 23-21. The person who has been issued an administrative complaint may waive the right to a hearing, in which case the City shall not conduct a hearing.
- (c) If after the hearing, or appeal, if any, the hearing officer or City Manager upholds the violation, the hearing officer or City Manager may assess an administrative penalty against that person. In determining the amount of the administrative penalty, the hearing officer or City Manager may take into consideration all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the economic benefit derived through any noncompliance, the nature and persistence of the violation, the length of time over which the violation occurs and corrective action, if any, attempted or taken by the discharger.
- (d) Administrative penalties may be imposed by the City as follows:
 - (1) In an amount that shall not exceed \$2,000.00 for each day for failing or refusing to furnish technical or monitoring reports.

- (2) In an amount that shall not exceed \$3,000.00 for each day for failing or refusing to timely comply with any compliance schedule established by the City.
 - (3) In an amount that shall not exceed \$5,000.00 per violation for each day for discharges in violation of any provision of this article, wastewater discharge permit, or any other pretreatment standard or requirement.
 - (4) In an amount that does not exceed \$10.00 per gallon for discharges in violation of any suspension, cease and desist order or other orders.
 - (5) The amount of any administrative penalties imposed under this section which have remained delinquent for a period of 60 days shall constitute a lien against the real property of the discharger from which the discharge originated resulting in the imposition of the administrative penalty. The lien provided herein shall have no force and effect until recorded with the county recorder and when recorded shall have the force and effect and priority of a judgment lien and continue for ten years from the time of recording unless sooner released, and shall be renewable in accordance with the provisions of the California Code of Civil Procedure sections 683.110 to 683.220, inclusive.
- (e) All monies collected under this section shall be deposited in a special account of the City and shall be made available for the monitoring, treatment, and control of discharges into the sewer system or for other mitigation measures.
 - (f) Unless appealed, orders setting administrative penalties shall become effective and final upon issuance thereof, and payment shall be made within 30 days. Copies of these orders shall be served by personal service or by registered mail upon the party served with the administrative complaint and upon other persons who appeared at the hearing and requested a copy. Such service shall be accompanied by a written affidavit of service.
 - (g) The City may, at its option, elect to petition the superior court to confirm any order establishing administrative penalties and enter judgment in conformity therewith in accordance with the provisions of the Code of Civil Procedure sections 1285 to 1287.6, inclusive.
 - (h) No penalties shall be recoverable under this section for any violation for which civil liability is recovered under Section 23-89.

Sec. 23-93. Supplemental Enforcement Actions

- (a) Penalties for late reports. Penalties may be assessed to any user for each day that a report required by this article, a permit or order issued hereunder is late, beginning five (5) days after the date the report is due and higher penalties may also be assessed where reports are more than thirty (30) days late. Penalties shall be in accordance with a resolution established and modified from time to time by the City Council.
- (b) Performance bonds. The Public Works Director may decline to issue or reissue a wastewater discharge permit to any user who has failed to comply with any provision of this article, a previous wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, unless such user first files a satisfactory bond, payable to the City, in a sum not to exceed a value determined by the Public Works Director to be necessary to achieve consistent compliance.
- (c) Liability insurance. The Public Works Director may decline to issue or reissue a wastewater discharge permit to any user who has failed to comply with any provisions of this article, a previous discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, unless the user first submits proof that it has obtained financial assurances sufficient to restore or repair damage to the POTW caused by its discharge.
- (d) Payment of outstanding fees and penalties. The Public Works Director may decline to issue or reissue a wastewater discharge permit to any user who has failed to pay any outstanding fees, fines

or penalties incurred as a result of any provision of this article, a previous wastewater discharge permit, or order issued hereunder.

Sec. 23-94. Remedies Nonexclusive.

The remedies provided in this article are not exclusive. The Public Works Director may take any, all, or any combination of these actions against a noncompliant user. The Public Works Director is empowered to take more than one enforcement action against any noncompliant user.

Sec. 23-95 to 23-115 Reserved.

DIVISION 3. GENERAL AND SPECIFIC PROHIBITIONS

Sec. 23-116. Authorization for new or increased pollutant discharges or changes in the nature of pollutant discharges.

No person shall commence, increase or substantially change any discharge of wastewater to the POTW except as authorized by the Public Works Director in accordance with the provisions of this article.

Sec. 23-117. General and specific prohibited discharges to sewer system.

- (a) No user shall introduce or cause to be introduced in the POTW any pollutant or wastewater which causes pass-through or interference or would cause the City or Control Authority to violate any federal, state, or local requirement or permit. This general prohibition shall apply to all users of the POTW whether or not they are subject to categorical standards or any other national, state, or local pretreatment standard or requirement.
- (b) No user shall, except as provided in this article, introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:
 - (1) Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) using the test methods specified in 40 CFR Section 261.21;
 - (2) Wastewater having a pH less than the minimum or greater than the maximum specified in Section 23-137, or otherwise causing corrosive structural damage to wastewater treatment facilities or the POTW;
 - (3) Solid or viscous substances in amounts which will cause obstruction of the flow in wastewater treatment facilities or the POTW resulting in interference, but in no case solids greater than three-eighths inches (3/8") in any dimension, including, but not limited to, asphalt, concrete, dead animals, ashes, mud, straw, shavings, stone or marble dust, spent lime, diatomaceous earth, metal, glass, rags, spent grains, spent hops, feathers, grass clippings, tar, plastics, wood, paunch manure, bones, hair, fleshings, animal guts and tissues, waste paper;
 - (4) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate or concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;
 - (5) Wastewater having a temperature greater than 140 degrees Fahrenheit (60 degrees Celsius), or which will inhibit biological activity in the wastewater treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104 degrees Fahrenheit (40 degrees Celsius);
 - (6) Any wastes containing petroleum oil, non-biodegradable cutting oil, refined petroleum products, dispersed biodegradable oils, fats and greases, such as lard, tallow, vegetable oil, or products of mineral oil origin, in amounts that will cause interference or pass-

through, obstruct flows within the collection system, or contributes to or causes a sanitary sewer overflow;

- (7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
- (8) Trucked or hauled pollutants, except as authorized by the Public Works Director;
- (9) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewer system for maintenance or repair;
- (10) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the applicable Control Authority's NPDES permit;
- (11) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations;
- (12) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, non-contact cooling water, and unpolluted water, unless specifically authorized by the applicable Control Authority's director and provided that the discharger gives notice to the Public Works Director pursuant to Section 23-22;
- (13) Sludges, screenings, or other residues from the pretreatment of industrial wastes;
- (14) Solid wastes from hospitals, clinics, offices of medical doctors, convalescent homes, medical laboratories, or other medical facilities including, but not limited to, hypodermic needles, syringes, instruments, utensils, paper or plastic items of a disposable nature, or recognizable portions of the human anatomy or laboratory animals;
- (15) Wastewater causing, alone or in conjunction with other sources, the wastewater treatment plant's effluent to fail toxicCity test;
- (16) Detergents, surface-active agents (surfactants), or other substances that cause excessive foaming in the POTW;
- (17) Waste generated outside the City service area unless otherwise approved by the General Manager
- (18) Wastewater containing excessive quantities of bromide causing, alone or in conjunction with other sources, the wastewater treatment plant's effluent to violate the applicable Control Authority's NPDES permit for Chlorodibromomethane or Dichlorobromomethane;
- (19) Wastewater containing excessive quantities of 2,3,7,8-TCDD (Dioxin);
- (20) Hydrolysate or wastewater resulting from Hydrolysis;
- (21) Unused, unwanted, or expired pharmaceuticals (both over the counter and prescription-only medications), except in accordance with federal and state regulations, or in the absence of such regulations, using best management practices;
- (22) Holding tank waste;
- (23) Any quantity of wastewater flow in excess of permitted limits or purchased capacity;
- (24) Wastewater containing excessive quantities of 1,2,3 Trichloropropane.

- (c) Pollutants, substances, or wastewater prohibited by subsection (b) shall not be processed or stored in such a manner that they could be discharged to the POTW.

Sec. 23-118. Discharge of pollutant to watercourse.

No person shall circumvent or obviate the intent or purpose of this article by discharging or by causing to be discharged, into any storm drain, channel, natural watercourse or public street, any material or waste prohibited or restricted as to its discharge into a sewer system.

Sec. 23-119. Discharge of pollutant to ground.

No person shall deposit or discharge or cause to be deposited or discharged into any sump which is not impermeable, or into any pit or well, or onto the ground, or into any storm drain or watercourse, any material which, by seeping underground or by being leached or by reacting with the soil, can pollute usable groundwaters, or any pretreatment wastes.

Sec. 23-120. Point of discharge.

No person, excluding authorized City personnel involved in maintenance functions of sewer system, shall discharge or cause to be discharged any wastewater or any other matter directly into a manhole or other opening leading to the POTW other than through an approved building sewer, unless written permission for the discharge has been provided by the Public Works Director.

Sec. 23-121. Dilution of flow.

No person shall increase the use of process water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the local limits established by the City or the applicable Control Authority, categorical standards, or in any other pollutant-specific limitations developed by the City or the applicable Control Authority, unless expressly authorized by an applicable pretreatment standard or requirement.

Sec. 23-122. Interference with City equipment or facilities.

No person shall enter, break, damage, destroy, uncover, deface or tamper with any temporary or permanent structure, equipment or appurtenance which is part of the POTW or is required or authorized by the provisions of this article.

Sec. 23-123. Right of Revision.

The Public Works Director reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW consistent with the purpose of this chapter.

Sec. 23-124 to 23-135 Reserved.

DIVISION 4. LOCAL LIMITS AND CATEGORICAL STANDARDS

Sec. 23-136. Local Limits

- (a) Local limits are established to protect against pass-through and interference. No industrial user shall discharge wastewater to the sewer system in excess of the local limits established by the applicable Control Authority or adopted by the City. It is unlawful for an industrial user to discharge wastewater to the sewer system that exceeds either the local limits or that results in the inability of the applicable Control Authority to meet its NPDES permit requirements. Modifications to the local limits may be necessary to meet the requirements for discharge to the POTW or for basin groundwater recharge.
- (b) Discharges from industrial users subject to categorical standards shall be limited to the more stringent of the local limits or the applicable categorical standards.
- (c) The Public Works Director may specify a mass limit for any pollutant in a wastewater discharge permit. Any mass limit shall be based on the local limit or categorical standard, whichever is stricter,

and the user's average daily wastewater discharge. The average daily wastewater discharge shall be based on the previous twelve (12) months of operation or other representative data. The Public Works Director may revise the mass limit previously established in the user's wastewater discharge permit at any time, based on the user's current or anticipated operating data, and the City's ability to comply with any agreement with the applicable Control Authority and the requirements of any other regulatory agency. The excess use of water to establish an artificially high flow rate for mass emission rate determination is prohibited.

- (d) In order for the POTW to remain in uninterrupted compliance with mandated changes in federal, state or local requirements, the City shall adopt any required changes to the local limits.
- (e) The Public Works Director may specify an electrical conductivity limit of 1075 micro-Ohms per centimeter in lieu of the TDS local limit, if there is reason to believe that there may be significant interference with the analytical procedure to determine TDS.
- (f) The Public Works Director may develop best management practices (BMPs), by ordinance or in wastewater discharge permits, to implement local limits or other pretreatment requirements.

Sec. 23-137. Limitations on pH.

- (a) Maximum daily wastewater flow up to 50,000 gallons per day. No person shall discharge or cause to be discharged to the POTW wastewater characterized by a pH less than 5.0 or greater than 10.0.
- (b) Maximum daily wastewater flow exceeding 50,000 gallons per day. No person shall discharge or cause to be discharged to the POTW wastewater characterized by a pH less than 6.5 or greater than 9.0 at a maximum daily flow exceeding 50,000 gallons per day.

Sec. 23-138. National categorical pretreatment standards; applicability.

- (a) Upon the effective date of a categorical standard (subpart I of 40 CFR chapter 1, subchapter N, Parts 405-471, as it exists and as it may be amended, or other applicable federal standard for a particular industrial category), the categorical standard shall, if more stringent than limitations imposed under this article for sources in that category, supersede the limitations imposed under this article. The Public Works Director shall notify all affected users of the applicable limitations and reporting requirements.
- (b) Where a categorical standard is expressed in only terms of either the mass or the concentration of a pollutant in wastewater, the Public Works Director may impose equivalent concentration or mass limits.
- (c) When the limits in a categorical standard are expressed only in terms of mass of pollutant per unit of production, the Public Works Director may convert the limits to equivalent limitations expressed either as mass of pollutant discharged per day or effluent concentration for purposes of calculating effluent limitations applicable to individual industrial users.
- (d) When wastewater subject to a categorical standard is mixed with wastewater not regulated by the same standard, the Public Works Director shall impose an alternate limit in accordance with 40 CFR Section 403.6(e).
- (e) Once included in its permit, the user must comply with the equivalent limitations developed in this section in lieu of the promulgated categorical standards from which the equivalent limitations were derived.
- (f) Many categorical standards specify one limit for calculating maximum daily discharge limitations and a second limit for calculating maximum monthly average, or 4-day average, limitations. Where such standards are being applied, the same production or flow figure shall be used in calculating both the average and the maximum equivalent limitation.
- (g) Any industrial user operating under a permit incorporating equivalent mass or concentration limits calculated from a production-based standard shall notify the Public Works Director within two (2)

business days after the user has a reasonable basis to know that the production level will significantly change within the next calendar month. Any user not notifying the Public Works Director of such anticipated change will be required to meet the mass or concentration limits in its permit that were based on the original estimate of the long-term average production rate.

Sec. 23-139 to 23-160 Reserved.

DIVISION 5. SPECIAL RESTRICTIONS

Sec. 23-161. Vehicle servicing facilities – interceptor requirement.

- (a) Any facility maintained for the servicing, washing, cleaning or repair of vehicles licensed by the state department of motor vehicles, construction equipment, industrial transportation or power equipment shall install and maintain a gravity separation interceptor in accordance with Section 23-190.
- (b) All wastewaters arising from the servicing and repair of vehicles shall pass through this interceptor before discharge to the sewer system. Toilets; urinals; lavatories; showers; and any waste stream the Public Works Director determines should remain separate to prevent dilution, operational upset, or interference with effective pretreatment.
- (c) Any interceptor legally and properly installed at a vehicle servicing facility before December 7, 1973, shall be acceptable as an alternative to the interceptor specified in subsection (a) of this section, provided such interceptor is effective in removing sand and oil and is so designed and installed that it can be inspected and properly maintained.
- (d) The Public Works Director or Building Official shall not approve the plumbing of a vehicle servicing facility if it does not have a gravity separation interceptor meeting the requirements of this section.
- (e) A wastewater discharge permit application shall be submitted to the Public Works Director prior to Certificate of Occupancy approval.

Sec. 23-162. Water conditioning devices.

It is unlawful to install or cause to be installed, replace or enlarge any residential, industrial or commercial self-regenerating water conditioning devices which is used for softening all or any part of the water supply to any premises, when such appliance is regenerated by the on-site application of a salt-containing brine solution with the regenerated wastes being discharged to the sewer system. This section shall not apply to any portable exchange water softener of the type which is regenerated off-site at a lawfully regulated location.

Sec. 23-163. Food processing facilities – permit, interceptor requirement.

- (a) Food processing facilities must submit a wastewater discharge permit application to the Public Works Director prior to Certificate of Occupancy approval.
- (b) All food processing facilities shall install a gravity separation interceptor that meets the following requirements:
 - (1) Except as approved by the Public Works Director and Building Official consistent with the California Plumbing Code, all sinks, drains, and other fixtures or equipment in a food processing facility that may discharge fats, oils, or grease in amounts that could cause a blockage or interfere with the sewer system shall discharge through the grease interceptor, including pot sinks; wash sinks; sinks used for food preparation or processing; mop sinks; janitorial/service sinks serving food processing or food preparation areas; floor drains; trench drains; indirect waste receptors in areas where grease may be present; and indirect waste from equipment that may generate or convey grease.
 - (2) Toilets; urinals; lavatories; showers; drinking fountains; dishwashers and any discharge from dishwashers; food waste disposal units/grinder and any discharge from such units

(unless the unit discharges to a separately approved interceptor specifically designed to receive such discharge, where allowed by the California Plumbing Code and approved by the Public Works Director and Building Official); and any waste stream the Public Works Director determines should remain separate shall not be connected to, or discharge through, a grease interceptor.

- (3) All other applicable requirements in Section 23-190.
- (c) A food processing facility with a gravity separation interceptor or grease trap legally and properly installed prior to January 1, 1991, may be exempted subsection (b) if the following conditions are met:
- (1) The food processing facility demonstrates, to the satisfaction of the Public Works Director, that the existing gravity separation interceptor or grease trap effectively removes grease; and
 - (2) The gravity separation interceptor or grease trap is designed and installed so that it can be inspected and properly maintained.
- (d) Conditional waivers for the gravity separation interceptor requirement may be granted if the Public Works Director finds all of the following:
- (1) The discharge will not cause harm to the POTW, and will not unreasonably or inequitably burden the operation of the POTW;
 - (2) The discharge would not violate (A) any applicable federal categorical discharge standard; (B) any other federal, state, or local law; or (C) any agreement between the City and applicable Control Authority; and
 - (3) The discharge, when considered together with discharges from other users, will not materially affect the ability of the City or Control Authority to meet any federal or state requirement.
- (e) A food processing facility seeking a conditional waiver shall submit to the Public Works Director, in addition to any wastewater discharge permit application required by subsection (a), such a conditional waiver application, which shall include at minimum: (1) a description of operations and food processing activities; (2) an equipment list; (3) a menu or product list, as applicable; (4) a plumbing schematic, and (5) any other materials the Public Works Director deems necessary to evaluate the application.
- (f) The Public Works Director shall not grant a conditional waiver upon a finding that the installation and use of grease trap is feasible. If a conditional waiver is denied because a grease trap is feasible, the Director shall require a grease trap pursuant to Section 23-164 in lieu of granting a waiver.
- (g) Conditional waivers may be revoked for the following reasons:
- (1) Changes in types of food prepared;
 - (2) Falsification of information submitted in the restaurant survey form;
 - (3) Changes in operating hours;
 - (4) Changes in equipment used;
 - (5) Failure to maintain grease trap;
 - (6) Failure to maintain building sewer;
 - (7) Failure to comply with conditional waiver stated requirements and/or conditions;
 - (8) Any sewer blockages and/or sanitary sewer overflows which require any response from the City, and which may be attributed to the discharge of the business; or

- (9) At any time the Public Works Director makes a subsequent finding that the discharge unreasonably burdens the POTW, or materially affects the ability of the City or IEUA to meet any federal or state requirement.

Sec. 23-164. Food processing facilities – grease trap in lieu of interceptor; conditions and requirements.

- (a) Notwithstanding subsection 23-163(b), the Public Works Director may allow the installation and use of a grease trap in lieu of a gravity separation interceptor, pursuant to this section.
- (b) The Public Works Director may allow a grease trap in lieu of a gravity separation interceptor only upon finding all of the following:
- (1) Due to either physical constraints of the facility or economic hardship, installation of a gravity separation interceptor is infeasible;
 - (2) The nature of the facility's operations, fixtures, and anticipated wastewater characteristics indicate that a grease trap will provide adequate control of fats, oils, and grease for the facility's discharge;
 - (3) The discharge will not cause harm to the POTW, and will not unreasonably or inequitably burden the operation of the POTW;
 - (4) The discharge would not violate (A) any applicable federal categorical discharge standard; (B) any other federal, state, or local law; or (C) any agreement between the City and any applicable Control Authority; and
 - (5) The discharge, when considered together with discharges from other users, will not materially affect the ability of the City or Control Authority to meet any federal or state requirement;
- (c) A food processing facility seeking installation of a grease trap in lieu of a gravity separation interceptor shall submit to the Public Works Director, in addition to any wastewater discharge permit application required by Section 23-163(a), such information as the Public Works Director may require to evaluate the findings in subsection (b), including at minimum: (1) a description of operations and food processing activities; (2) an equipment list; (3) a menu or product list, as applicable; (4) a plumbing schematic, and (5) any other materials the Public Works Director deems necessary to evaluate claimed physical constraints or economic hardship.
- (d) Where a grease trap is allowed under this section, the owner or operator shall comply with the following:
- (1) A grease trap shall be installed on waste lines leading to all sinks, drains, and other fixtures or equipment in a food processing facility that may discharge fats, oils, or grease in amounts that could cause a blockage or interfere with the sewer system except for a food waste disposal units/grinder or dishwasher shall not discharge into a grease trap.
 - (2) A grease trap required under this section shall not be located in any food or utensil handling area and shall be located and maintained to prevent any sanitary nuisance, odors, or spillage, and to allow ready access for inspection and maintenance.
 - (3) All grease traps shall be of a type or design approved by the Public Works Director.
 - (4) The size and installation of grease traps shall comply with the requirements of the latest edition of the California Plumbing Code adopted by the City.
 - (5) The owner or operator shall not install a grease trap that has a stated rate of flow of more than fifty-five (55) gallons per minute or less than twenty (20) gallons per minute, unless approved by the Public Works Director in writing.

- (6) The owner or operator shall maintain grease traps in efficient operating condition, including, but not limited to, the frequent, periodic removal of accumulated grease and food debris, and shall maintain them in accordance with the manufacturer's directions. The owner, operator, and employees shall not allow accumulated grease to be introduced into the sewer system.
- (7) The owner or operator shall not allow wastewater in excess of one hundred forty degrees Fahrenheit (140°F) or sixty (60) degrees Celsius to discharge into a grease trap.
- (e) The Public Works Director may impose reasonable conditions on the installation, inspection, monitoring, and maintenance of grease traps required under this section to ensure protection of the sewer system and compliance with this chapter.
- (f) If the Public Works Director determines that the facility's discharge or operations have changed, or that the grease trap is not being properly maintained or is not adequately controlling fats, oils, and grease, the Public Works Director may require installation of a gravity separation interceptor in accordance with Section 23-190, modify any conditions imposed under this section, or take enforcement action as authorized by this chapter.

Sec. 23-165 to 23-185 Reserved.

DIVISION 6. NONDOMESTIC WASTEWATER DISCHARGE REQUIREMENTS

Sec. 23-186. Pretreatment.

- (a) All users shall provide the necessary wastewater treatment required to comply with this article and shall achieve compliance with all applicable categorical standards within the time limitations specified therein, or within the time established by the state or by the Public Works Director, whichever is more stringent. Any facilities required to pretreat wastewater to a level acceptable to the Public Works Director shall be provided, operated and maintained at the user's expense.
- (b) Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the Public Works Director for review and shall be acceptable to the Public Works Director before construction of the facility. The City's review of such plans and operating procedures will not relieve the user from the responsibility of modifying the facility as necessary to produce an effluent which complies with all provisions of this article.
- (c) Whenever deemed necessary, the Public Works Director may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this ordinance.
- (d) The Public Works Director may require any person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization.
- (e) The user shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the user to achieve compliance with the conditions of the permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by an industrial user when the operation is necessary to achieve compliance with the conditions of the permit.
- (f) Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

- (g) Waste solids and/or liquids containing pollutants removed in the course of the user's pretreatment processes shall be properly disposed of in a manner such as to prevent any pollutant from such materials from entering the sewerage system

Sec. 23-187. Monitoring facilities.

- (a) The City may require, at the user's expense, installation and operation of monitoring facilities to allow inspection of discharges to the sewer system and collection of wastewater samples. The monitoring facilities, including sampling and monitoring equipment, shall be maintained at all times in a safe and proper operating condition at the expense of the user.
- (b) Monitoring facilities shall normally be situated on private property, but the City may, when such a location would be impractical, allow the facilities to be constructed in a public right-of-way.
- (c) There shall be ample room and a 120-volt power outlet in or near monitoring facilities to allow installation of portable sampling and monitoring equipment.
- (d) Construction drawings for proposed monitoring facilities shall be approved by the Public Works Director prior to construction. The sampling and monitoring facilities shall be constructed in accordance with the City's requirements and all applicable local construction standards and specifications. Construction shall be completed within ninety (90) days following written approval by the Public Works Director.

Sec. 23-188. Flow measuring device.

The Public Works Director may require any significant industrial user to install and operate a flow measuring device capable of continuously monitoring the flow of the user's discharge to the sewer system. The flow measurement device shall conform to standards established by the Public Works Director.

Sec. 23-189. Separation of domestic and nondomestic wastewaters.

Every person who discharges nondomestic wastewater to the sewer system shall keep domestic wastewater separate from nondomestic wastewater until the nondomestic wastewater has passed through any required pretreatment facility or facilities.

Sec. 23-190. Gravity separation interceptors.

- (a) Any person so required by the Public Works Director shall install and maintain a gravity separation interceptor.
- (b) A gravity separation interceptor must meet the following specifications:
 - (1) Unless otherwise specific in this section, interceptors shall have an operational fluid capacity of not less than 100 gallons.
 - (A) Food processing facilities shall have interceptors with a minimum fluid capacity of 750 gallons, or as required by appendix H of the latest edition of the California Plumbing Code, whichever is greater.
 - (B) Vehicle servicing facility with the capacity for washing or cleaning more than one vehicle at a time, the interceptor shall be as large as necessary so that a seven-day accumulation of sand and oil together will not fill more than 25 percent of the fluid capacity.
 - (2) Interceptors shall be watertight, structurally sound and durable.
 - (3) Interceptors shall be designed so as to retain any material, e.g., oil and grease, which will float and any material, e.g., sand, which will settle.
 - (4) Interceptors of less than 750 gallons capacity and interceptors for food processing facilities shall have two chambers.

- (5) Interceptors of 750 gallons capacity or larger, except those designed for food processing facilities, shall have a minimum of two chambers.
 - (6) All interceptor chambers shall be immediately accessible at all times for the purpose of inspection and cleaning. At no time shall any material, debris, obstacles or obstructions be placed in such a manner so as to prevent immediate access to the interceptor.
 - (7) All interceptors shall be equipped with a sample chamber located at the downstream end of the final interceptor unit. The sample chamber shall have a minimum 24-inch clear round opening and a 47-inch height minimum for the temporary installation of the City's portable automatic sampling equipment.
 - (8) All domestic wastewater from restrooms, showers, and drinking fountains shall be kept separate until the non-domestic wastewater has passed through the interceptor.
 - (9) Two-way cleanouts shall be installed between the building and interceptor, and downstream of sample box. See Section 23-253 regarding cleanouts.
- (c) Interceptors legally and properly installed before December 18, 1990, shall be acceptable as an alternative to the interceptor specified in this section, provided such interceptor is effective in removing floatable and settleable material and is so designed and installed that it can be inspected and properly maintained. This subsection shall not apply to interceptors required by Section 23-161 and 23-163.
 - (d) If the Building Official or Public Works Director finds that an interceptor is incapable of adequately retaining the floatable and settleable material in the wastewater flow, is structurally incomplete, or is undersized, he shall condemn such interceptor and declare that it does not meet the requirements of this section and shall require the user to install, at the user's expense, an acceptable interceptor.
 - (e) If a gravity separation interceptor is required, the Building Official shall only approve plumbing plans which include an interceptor which meets the requirements of this section.
 - (1) Interceptor and sample box manufacturer specifications shall be included in the plan submittal. Equipment must be installed to match the approved design plan specifications. Any deviation in manufacturer, type, location, layout, or design will require prior approval by Building Official and Public Works Director through the plan check process. Equal or equivalent pretreatment equipment installations will not be accepted without prior approval through plan check process.
 - (f) *Maintenance.* Any user who owns, operates or maintains a gravity separation interceptor shall maintain it according to the user's wastewater discharge permit or as necessary to ensure that sediment and floating materials do not accumulate to impair the efficiency of the interceptor. The use of chemicals to dissolve grease is specifically prohibited. When an interceptor is cleaned, the accumulated sediment and floating material shall be removed and legally disposed of by means other than discharge to the sewer system. An interceptor is not considered to be properly maintained if for any reason it is not in good working condition or if the operational fluid capacity has been reduced by more than 25 percent by the accumulation of floating and settled solids, fats, oils and grease. The owner of any facility required to install an interceptor, the lessee and sublessee, if there be such, and any proprietor, operator or Public Works Director of such facility are individually and severally liable for any failure of proper maintenance of such interceptor. If the interceptor is not properly maintained under the conditions of use, the Public Works Director may require that the interceptor be resized and replaced.

Sec. 23-191. Spill containment systems.

Each industrial and commercial user so required by the Fire Marshall or Building Official shall install spill containment systems which conform to requirements established by the Fire Marshall or Building Official. No person

shall operate a spill containment system that allows incompatible liquids to mix thereby creating hazardous or toxic substances in the event of failure of one or more containers. Spill containment systems shall consist of a system of dikes, walls, barriers, berms, secondary vessels or other devices designed to contain spillage of the liquid contents of containers. Spill containment systems shall be constructed of impermeable and nonreactive materials to the liquids being contained. Spill containment systems shall conform to local regulations and policies as to percent containment, container type and size.

Sec. 23-192. Bypass

- (a) A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of subsections (b), (c), and (d) of this section.
- (b) Bypass is prohibited, and the Public Works Director may take enforcement action against a user for a bypass, unless:
 - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (3) The user submitted notices as required under subsections (c) and (d) of this section.
- (c) If a user knows in advance of the need for a bypass, it shall submit prior notice to the Public Works Director, if possible, at least ten (10) days before the date of the bypass.
- (d) A user shall submit oral notice to the Public Works Director of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass. The Public Works Director may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.
- (e) The Public Works Director may approve an anticipated bypass, after considering its adverse effects, if the Public Works Director determines that it will meet the three conditions listed in subsection (b) of this section. Notification provided pursuant to subsection (d) shall not relieve the user of liability for any expense, loss, damage, or other liability which may be incurred as a result of damage or loss to the City, the applicable Control Authority or any other damage or loss to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed under this chapter or other applicable law.

Sec. 23-193. Recordkeeping

All industrial and commercial users shall keep and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required under this article or taken by the user independent of such requirements, including but not limited to records of waste hauling, reclamations, monitoring, pH and flow measuring device calibration reports, sample analysis data, flow and pH meter chart recordings, records of pretreatment equipment maintenance, interceptor and clarifier maintenance and cleaning, and correspondence with the City, and any documents associated with best management practices. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analyses; the analytical techniques or methods used; and the results

of such analyses. All these records are subject to inspection and shall be copied as needed. All records must be kept on the site of generation for a minimum period of three (3) years. The records retention period shall be automatically extended for the duration of any litigation concerning the user, the City, IEUA, or the City of Rialto, or where the user has been specifically notified of a longer retention period by the Public Works Director.

Sec. 23-194. Baseline Monitoring Reports.

- (a) Within either one hundred eighty (180) days after the effective date of a categorical standard, or the final administrative decision on a category determination under 40 CFR Section 403.6(a)(4), whichever is later, existing categorical industrial users currently discharging to or scheduled to discharge to the POTW shall submit to the Public Works Director a report which contains the information listed below in subsection (b). At least ninety (90) days prior to commencement of their discharge, New Sources, and sources that become categorical industrial users subsequent of the promulgation of an applicable categorical standard, shall submit to the Public Works Director a report which contains the information listed in subsection (b). A New Source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A New Source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.
- (b) Users described above shall submit the information set forth below.
 - (1) All information required in subsections 23-218(a)(1)(A), (a)(2), (a)(3)(A), and (a)(6).
 - (2) Measurement of pollutants.
 - (A) The user shall provide the information required in subsection 23-218(a)(7)(A) through (D).
 - (B) The user shall take a minimum of one representative sample to compile the data necessary to comply with the requirements of this subsection.
 - (C) Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the user should measure the flows and concentration necessary to allow use of the combined wastestream formula in 40 CFR Section 403.6(e) to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR Section 403.6(e) this adjusted limit along with supporting data shall be submitted to the Public Works Director;
 - (D) Sampling and analysis shall be performed in accordance with Section 23-204;
 - (E) The Public Works Director may allow the submission of a baseline monitoring report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;
 - (F) The baseline monitoring report shall indicate the time, date and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the sewer system.
 - (3) Compliance Certification. A statement, reviewed by the user's authorized representative as defined in Section 23-1 and certified by a registered California professional engineer, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M), additional pretreatment, or both is required to meet the pretreatment standards and requirements.
 - (4) Compliance Schedule. If additional pretreatment, O&M, or both will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such

additional pretreatment, O&M, or both must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in Section 23-195.

- (5) Signature and Report Certification. All baseline monitoring reports must be certified in accordance with Section 23-206 and signed by an authorized representative as defined in Section 23-1.

Sec. 23-195. Compliance schedule progress reports.

The following conditions shall apply to the compliance schedule required by subsection 23-194(b)(4):

- (a) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment facilities or O&M required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
- (b) No increment referred to above shall exceed nine (9) months;
- (c) The user shall submit a progress report, certified in accordance with Section 23-206, to the Public Works Director no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule;
- (d) In no event shall more than nine (9) months elapse between such progress reports to the Public Works Director.

Sec. 23-196. Reports on compliance with categorical standard deadline.

Within ninety (90) days following the date for final compliance with applicable categorical standards, or in the case of a New Source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the Public Works Director a report containing the information described in subsections 23-218(a)(6)-(7) and 23-194(b)(2). For users subject to equivalent mass or concentration limits established in accordance with the procedures in Section 23-138, this report shall contain a reasonable measure of the user's long-term production rate. For all other users subject to categorical standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 23-206. All sampling will be done in conformance with Section 23-204.

Sec. 23-197. Periodic compliance reports.

- (a) All users must submit, at a minimum during June and December of each year, periodic compliance reports indicating the nature, concentration of pollutants which are limited by pretreatment standards and the measured or estimated average daily flows and maximum daily flows for the reporting period. The reports must include all monitoring data specified in the applicable categorical standard and any additional monitoring data obtained by the user if the user monitors any regulated pollutant at the appropriate sampling location more frequently than required by the Public Works Director, using procedures prescribed in Section 23-204.
- (b) All periodic compliance reports must be signed and certified in accordance with Section 23-206.
- (c) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurements facilities shall be properly operated, kept clean and maintained in good

working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

Sec. 23-198. Reports of changed conditions.

Each user must notify the Public Works Director of any significant changes to the user's operations or system which might alter the nature, quality or volume of its wastewater at least thirty (30) days before the change.

- (a) The Public Works Director may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including submission of a wastewater discharge permit application under Section 23-218.
- (b) The Public Works Director may issue a wastewater discharge permit under Section 23-223 or modify an existing wastewater discharge permit under Section 23-221 in response to changed conditions or anticipated changed conditions.

Sec. 23-199. Reports of potential problems.

- (a) If, for any reason, pollutants are discharged at a flow rate or concentration which might cause interference with the POTW or pass-through or which might result in a violation of NPDES permit requirements or requirements of this article or a hazard to City or Control Authority personnel or the public, the industrial user shall verbally notify the Public Works Director and Control Authority's director immediately. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken or planned by the user.
- (b) The verbal report shall be followed by a detailed written report submitted to the Public Works Director within five (5) days. The written report shall describe the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed under this chapter.
- (c) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of a discharge described in subsection (a), above. Employers shall ensure that all employees who could cause such a discharge to occur are advised of the emergency notification procedures.
- (d) Significant industrial users are required to notify the Public Works Director and the applicable Control Authority's director immediately of any changes at its facility affecting the potential for a slug discharge.
- (e) A user shall notify the Public Works Director at least ten (10) days in advance of any planned production, operational change, maintenance activity that may cause a violation of the user's permit or this article. The notification shall describe the potential problem, actions the user is taking to prevent a discharge violation, and the contingency plans that will be used if a violation were to occur.
- (f) The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the City within 30 days after becoming aware of the violation.

Sec. 23-200. Additional reporting requirements.

Industrial users are required to submit the following reports:

- (a) *Self-monitoring reports.* Permittees may be required to submit periodic self-monitoring reports containing a description of the nature, concentration and flow of pollutants required to be reported by the City. Sampling for self-monitoring reports shall be performed during the period covered by the report. All required analyses shall be performed by a state-certified laboratory using analytical

methods as defined in Section 23-1. Significant industrial users shall be required to submit self-monitoring reports at least every six months.

- (b) *Periodic Measurements.* Periodic measurements of flow, suspended solids and BOD for surcharge determination and other appropriate waste characteristics shall be made by those permittees specifically designated by the Public Works Director.
- (c) *Solvent management plans.* All industrial users subject to effective categorical standards which include a total toxic organic limitation shall be required to file a solvent management plan.
- (d) *Slug discharge control plans.* All industrial users so required by the Public Works Director shall file a slug discharge control plan. An accidental discharge/slug discharge control plan shall address, at a minimum, the following:
 - (1) Description of discharge practices, including non-routine batch discharges;
 - (2) Description of stored chemicals;
 - (3) Procedures for immediately notifying the Public Works Director and the applicable Control Authority's director of any slug discharge as required by Section 23-199;
 - (4) Procedures to prevent adverse impact from slug discharge. Such procedures may include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and measures and equipment for emergency response; and
 - (5) If necessary, follow up practices to limit the damage suffered by the treatment plant or the environment.
- (e) *Notification of hazardous waste discharge.*
 - (1) All industrial users shall notify the Public Works Director, the applicable Control Authority's director, the EPA regional waste management division director, and state hazardous waste authorities in writing of any discharge into the POTW of a substance which, if otherwise disposed of, would be classified as a hazardous waste pursuant to 40 CFR Section 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Section 261, the EPA hazardous waste number, and the type of discharge (continuous, batch or other). If the industrial user discharges more than one-hundred (100) kilograms of such waste per calendar month to the POTW, the notification shall also contain the following information to the extent such information is known and readily available to the user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month, and an estimation of the mass of constituents in the waste stream expected to be discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after the discharge of the hazardous waste.
 - (2) Any notification under subsection (e) needs to be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under Section 23-198.
 - (3) The hazardous waste discharge notification requirements specified in subsection (e) do not apply to pollutants already reported under the self-monitoring requirements of Sections 23-194, 23-196, and 23-197. Industrial users are also exempt from such requirements during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR sections 261.30(d) and 261.33(e).

- (4) Discharges of more than fifteen (15) kilograms of nonacute hazardous wastes, as specified in 40 CFR sections 261.30(d) and 261.33(e), require a one-time notification. Additional notification is not required for subsequent months during which the industrial user discharges additional quantities of the same nonacute hazardous waste.
 - (5) In the case of new federal regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the industrial user shall provide written notice to the Public Works Director, the applicable Control Authority's director, the EPA regional waste management division director, and state hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.
 - (6) In the case of any notification made under these requirements, the industrial user shall certify that it has a program in place to reduce the volume or toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
 - (7) This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this chapter, a permit issued thereunder, or any applicable federal or state law.
- (f) *Other reports.* Industrial users shall file any other reports required by state law, including such reports as are required by Health and Safety Code sections 25500 through 25547.2.

Sec. 23-201. Reports from unpermitted users.

All users not required to obtain a wastewater discharge permit shall provide appropriate reports as required by the Public Works Director.

Sec. 23-202. Notice of violation/repeat sampling and reporting.

If sampling performed by a user indicates a violation, the user must notify the Public Works Director within twenty-four (24) hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Public Works Director within thirty (30) days after becoming aware of the violation. Resampling by the user is not required if the Public Works Director performs sampling at the user's facility at least once a month, or the Public Works Director performs sampling at the user's facility between the time when the initial sampling was conducted and the time when the user or Public Works Director receives the results of this sampling, or if the Public Works Director has performed the sampling and analysis in lieu of the user.

Sec. 23-203. Analytical requirements.

All required analyses to be submitted as part of a wastewater discharge permit application or report shall be performed by a state certified laboratory using analytical methods as defined in Section 23-1.

Sec. 23-204. Sample Collection.

Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

- (a) Except as indicated in subsection (b) and (c) below, the user must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time proportional composite sampling or grab sampling is authorized by the Public Works Director. Where time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple Grab Samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized

by the City, as appropriate. In addition, Grab Samples may be required to show compliance with instantaneous limits.

- (b) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
- (c) For sampling required in support of baseline monitoring and 90-day compliance reports required in Sections 23-194 and 23-196 (40 CFR Section 403.12(b) and (d)), a minimum of four (4) Grab Samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Public Works Director may authorize a lower minimum. For the reports required by Section 23-197 (40 CFR sections 403.12(e) and 403.12(h)), the industrial user is required to collect the number of Grab Samples necessary to assess and assure compliance by with applicable pretreatment standards and requirements.

Sec. 23-205. Date of receipts of reports.

Written reports will be deemed to have been submitted on the postmarked date. For reports, which are not mailed, postage paid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

Sec. 23-206. Certification Statements.

The following certification statement is required to be signed and submitted by users submitting permit applications under Section 23-218; users submitting baseline monitoring reports under Section 23-194; users submitting compliance schedule progress reports under Section 23-195; users submitting reports on compliance with the categorical standard deadlines under Section 23-196; users submitting periodic compliance reports required by Section 23-197; and user submitting other reports and plans under 23-200. The following certification statement must be signed by an authorized representative as defined in Section 23-1 and include the printed name of the authorized representative, signature date, and contact information:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Sec. 23-207. Application Signatories and Certifications

- (a) All wastewater discharge permit applications, user reports and certifications must be signed by an authorized representative of the user, contain the certification statement in Section 23-206, identify the name and contact information of the Authorized Representative
- (b) If the designation of an authorized representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization to satisfy the requirements of this section must be submitted to the Public Works Director prior to or together with any reports to be signed by an authorized representative.

Sec. 23-208 to 23-215 Reserved.

DIVISION 7. WASTEWATER DISCHARGE PERMIT

Sec. 23-216. Permits Required.

All significant industrial users proposing to connect to or discharge to the POTW and all other industrial and commercial users so required by the Public Works Director shall obtain a wastewater discharge permit before

connecting to or discharging to the POTW, or at any other time as required by the director. The industrial and commercial users shall maintain a copy of the current permit readily accessible on the site of wastewater discharge at all times.

A wastewater discharge permit process fee(s) will apply to the initial permit application submission and any subsequent permit renewals. h

Sec. 23-217. Classification.

Wastewater discharge permits shall be classified as follows:

Permit Class	Industrial User Description
I	All industrial users subject to categorical standards
II	Significant industrial users not subject to categorical standards
III	Other industrial users with average daily flows of more than 5,000 and less than 25,000 gallons of nondomestic wastewater per day
IV	Other industrial and commercial users with average daily flows of 5,000 gallons of nondomestic wastewater per day or less
V	Temporary users

Sec. 23-218. Submission of application; contents.

- (a) All industrial and commercial users proposing to discharge nondomestic wastewater to the POTW shall complete and submit a wastewater discharge permit application to the Public Works Director. Any existing user shall apply for a wastewater discharge permit within 30 days after notification by the Public Works Director. The Public Works Director may require all or some of the following information (if applicable):
 - (1) Identifying Information.
 - (A) The name and address of the facility, including the name of the operator, authorized representative, and owner.
 - (B) The SIC number according to the Standard Industrial Classification Manual, U. S. Office of Management and Budget, 1987, as amended.
 - (C) Copies of business licenses; tax or utility bills; vehicle licenses and capacity of waste hauler tank; general, automobile, workers compensation, and employer’s liability insurances.
 - (D) Contact information, description of activities, facilities, and plant production processes on the premises.
 - (2) Environmental Permits. A list of any environmental control permits held by or for the facility, including but not limited to permits issued by the San Bernardino County Department of Environmental Health Services, State of California, and South Coast Air Quality Management District, and a copy of the county business plan which addresses the location, type and quantity of hazardous materials handled by the user.
 - (3) Description of Operations.
 - (A) A brief description of activities, facilities, and processes on the premises, including average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s) carried out by such user. This description should include an 8½-inch by 11-inch schematic process diagram, which indicates points of water usage, wastewater generation, treatment, and discharge to the POTW from the regulated processes.

- (B) Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility which are or could accidentally or intentionally be discharged to the POTW.
 - (C) Number and type of employees, hours of operation, and proposed or actual hours of operation.
 - (D) Type and amount of raw materials processed (average and maximum per day).
 - (E) Site plans, floor plans, mechanical and plumbing plans, and detail to show all sewers, floor drains, and appurtenances by size location, and elevation, and all points of discharge.
 - (F) Time and duration of discharges.
 - (G) The location for monitoring all wastes covered by the permit.
- (4) Flow Measurement. Information showing the measured average daily flow and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR Section 403.6(e).
- (5) Measurement of Pollutants.
- (A) The categorical standards applicable to each regulated process and any new categorically regulated processes for Existing Sources.
 - (B) The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the Public Works Director, of regulated pollutants in the discharge from each regulated process.
 - (C) Daily Maximum and long-term average concentrations, or mass, where required, shall be reported.
 - (D) The sample shall be representative of daily operations and shall be analyzed in accordance with Section 23-203. Where the standard requires compliance with a BMP or pollution prevention alternative, the user shall submit documentation as required by the Public Works Director or the applicable standards to determine compliance with the standard.
 - (E) Sampling must be performed in accordance with procedures set out in Section 23-204.
- (6) Special studies may be required in the processing of an application, or a wastewater discharge permit update. In the event a special study is required, the Public Works Director shall notify the applicant or the user in writing, of the need for the special study, and what parameters the study should address. If the Public Works Director performs the study, the applicant or user shall deposit with the City the estimated cost of performing the study. All costs shall be borne by the applicant or user. Final costs will be based upon actual costs incurred by the City.
- (7) A time schedule for compliance with any provision of this article or categorical standard for which immediate compliance is not possible.
- (8) Any other information as may be deemed necessary by the Public Works Director to evaluate the permit application.
- (b) Incomplete or inaccurate applications will not be processed and will be returned to the User for revision.

Sec. 23-219. Evaluation of application.

- (a) The Public Works Director shall evaluate the permit application based on the data furnished by the user and such other information as known to the Public Works Director or which is otherwise requested from the user, such as critical parameter reporting.
- (b) The Public Works Director shall issue a permit upon the determination that the information in the application demonstrates that the user's proposed activities will not cause harm to the POTW or unreasonably or inequitably burden the operation of the POTW.
- (c) The Public Works Director shall not issue a permit if he determines that the application demonstrates that the proposed activities have the potential to cause harm to the POTW or to unreasonably or inequitably burden the operation of the POTW. Upon making such a determination, the Public Works Director shall notify the applicant, in writing, specifying the reasons for denial and the applicable appeals process. The applicant shall be prohibited from undertaking the proposed activity but may immediately submit a revised permit application for the evaluation of the Public Works Director or appeal the decision pursuant to Section 23-21.

Sec. 23-220. Contents.

- (a) Wastewater discharge permits shall be subject to all provisions of this article and all other applicable regulations, charges and fees established by City resolution or ordinance. A wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the Public Works Director to prevent pass-through or interference, protect the quality of the water body receiving the wastewater treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.
- (b) Permits shall contain at least the following:
 - (1) Statement of permit duration that indicates the wastewater discharge permit issuance date, expiration date and effective date, and which duration shall in no case exceed five years from the effective date of the permit.
 - (2) Statement of permit non-transferability.
 - (3) Effluent limits, including best management practices, based on applicable pretreatment standards.
 - (4) Specifications for self-monitoring, sampling, reporting, notification, and record-keeping requirements, which shall include identification of pollutants (or best management practice) to be monitored; sampling locations; frequency of sampling; sampling types based on federal, state, and local law; and which may include number, types and standards for tests; and reporting schedule; and may include total toxic organic monitoring.
 - (5) Statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, state, or local law.
- (c) Permits may also contain the following:
 - (1) The unit charge or schedule of user charges and fees for the wastewater discharged to the POTW.
 - (2) Schedule of penalty fees for noncompliance.
 - (3) Limitations on the average and maximum flow rates.
 - (4) Requirements for installation and maintenance of inspection and sampling facilities.
 - (5) Requirements for installation and maintenance of spill containment systems.
 - (6) Requirements for submission of technical or discharge reports.

- (7) Requirements for maintaining and retaining plant records relating to the wastewater discharge, as specified by the Public Works Director.
- (8) Requirements to control and notify of slug discharges and discharges of hazardous waste.
- (9) Requirements for submittal of slug discharge control plans and solvent management plans.
- (10) Other conditions as deemed appropriate by the Public Works Director to ensure compliance with this article.

Sec. 23-221. Modifications.

The Public Works Director may modify a wastewater discharge permit for good cause, including, but not limited to the following reasons:

- (a) *Promulgation of categorical standards.* Within three months of the promulgation of a categorical standard, permits for users subject to such categorical standards shall be revised to require compliance within the time frame prescribed by such categorical standard. Where an affected user has not previously submitted an application for a permit as required by Section 23-218, the user shall apply for a permit within 180 days after the promulgation of the applicable categorical standard. In addition, users with existing permits shall submit to the Public Works Director, within 180 days after the promulgation of an applicable categorical standard, the information required by subsection 23-218(a)(7).
- (b) *Changes in operation.* Industrial users shall receive written approval from the Public Works Director prior to initiating any changes in the operation of the user's facility which may result in a change in quantity or quality of nondomestic wastewater contributed to the POTW. As a condition approving such changes, the Public Works Director may impose such conditions as may be necessary to ensure that the user's system, as modified, will not cause harm to the POTW or unreasonably or inequitably burden the operation of the POTW. For the purposes of this section, the word "changes" shall include but not be limited to the following: a positive or negative change of 25 percent in the quantity of industrial wastes discharged, additional processes, additional or different equipment, and an increase in production capacity.
- (c) *Changes in permit conditions.* The terms and conditions of the permit may be subject to modification by the Public Works Director during the term of a permit if limitations or requirements, as referenced in Division 4 of this article, are modified or the user violates a provision of this article, misrepresents or fails to fully disclose all relevant facts in the wastewater discharge permit or in any required reporting. The user shall be informed of any proposed changes in his permit at least 30 days prior to the effective date of change and may appeal the modification pursuant to Section 23-21. Any changes or new conditions in a permit shall include a reasonable time schedule for compliance.
- (d) The Public Works Director receives information indicating that the permitted discharge poses a threat to the POTW, beneficial use of the biosolids, City or Control Authority personnel, or the receiving waters.
- (e) To correct typographical or other errors in the wastewater discharge permit.

Sec. 23-222. Transfer.

Wastewater discharge permits are issued to specific users for specific operations. A wastewater discharge permit shall not be transferable, either from one location to another, or from one person to another. Statutory mergers or name change shall not constitute a transfer or a change in ownership. Following a change in ownership, and upon application for a new nondomestic wastewater discharge permit, an interim permit may be issued by the Public Works Director. The new owner or operator is prohibited from discharging without a valid permit.

Sec. 23-223. Duration; reissuance

Wastewater discharge permits shall be issued for a time period specified by the Public Works Director, not to exceed five years from the effective date of the permit. The industrial user shall apply for permit reissuance a minimum of one hundred eighty (180) days prior to the expiration of the user's existing permit. The terms and conditions of each permit may be subject to modification by the City during the term of the permit in accordance with Section 23-221.

Sec. 23-224 to 23-250 Reserved.

ARTICLE III SEWER CONNECTIONS; ON-SITE WASTE TREATMENT SYSTEMS

Sec. 23-251. Connection required for existing and new structures.

- (a) Connection of existing structures. The owner of any premises with an existing structure in or from which sewage is generated must connect the structure directly with the proper public sewer in accordance with the provisions of this chapter as follows:
 - (1) The owner of any building occupied by humans situated within the City and abutting on any street or easement in which there is now located or may in the future be located a public sewer of the City which will serve the building is hereby required, at the owner's expense, to connect the building directly with the proper public sewer, within 90 days after the date of official notice to do so, provided the public sewer is within two hundred feet (200') of the nearest point of the building. For purposes of this section, the house connection sewer shall be considered a portion of the public sewer.
 - (2) The owner of any property which is served by an OWTS must connect any structure served by that OWTS to the public sewer or obtain a permit to operate that OWTS from the Santa Ana Regional Water Quality Board if any of the following are true:
 - (A) The OWTS receives a flow of more than 10,000 gallons per day;
 - (B) The OWTS receives wastewater other than domestic wastewater from residential or commercial buildings; or
 - (C) The OWTS receives high-strength wastewater from commercial food service buildings that exceed 900 mg/L for biological oxygen demand or does not have a properly sized and functioning oil/grease interceptor (a.k.a. grease trap);
 - (D) The OWTS requires supplemental treatment under Tier 3 of the OWTS Policy;
 - (E) The OWTS requires and cannot comply with the corrective actions under Tier 4 of the OWTS Policy; or
 - (F) The OWTS consists of a cesspool.
- (b) Connection of new structures. The owner of any property on which a new structure is proposed for construction must connect the structure to the public sewer if sewage will be generated in or from the structure, unless all of the following are satisfied:
 - (1) the public sewer is not available. For purposes of this section, the public sewer is not available when the property boundary is more than two hundred feet (200') away from the public sewer; and
 - (2) the lot size is more than one-half acre (average gross) in size, or the owner obtains an exemption from this requirement from the Santa Ana Regional Water Quality Control Board; and
 - (3) the new structure will be served by an OWTS that satisfies the Tier 1 or Tier 3 standards under the OWTS Policy; and

- (4) if the new structure is a detached accessory dwelling unit or junior accessory dwelling unit or increases the size of an existing OWTS, the Santa Ana Regional Water Quality Control Board reviews and approves the proposed OWTS.
- (c) Permit Required. In accordance with Article IV of this chapter, no person shall connect to the sewer system or construct OTWS without first obtaining a written permit from the City and paying all fees and connection charges as required therein.

Sec. 23-252. Separate connection required for each building; exception.

- (a) No owners of separate properties shall be permitted to join in the use of the same building sewer or house connection sewer. Every property on which structures are situated and are to be connected with a public sewer shall be separately connected except as provided in this section.
- (b) Adjacent properties owned by the same property owner may be served by the same house connection sewer or building sewer so long as the properties remain under the ownership of the same property owner. If a property owner sells a portion of his property and any buildings on the property sold are not separately connected with a public sewer, they shall be so connected at no expense to the City. Following the sale of a portion of a property owner's property it shall be unlawful for the owner of the portion sold or the original property owner to continue to use or maintain a common building sewer or a connection to a common house connection sewer.

Sec. 23-253. Cleanouts.

Cleanouts in building sewers shall be provided where the building sewer joins the house connection sewer and in accordance with the rules, regulations and ordinances of the City. Two-way clean outs in conjunction with gravity separation interceptor are to be installed between the building and interceptor, and downstream of sample box.

Sec. 23-254. Sewage pump.

If any building sewer is too low to permit gravity flow to the public sewer, wastewater carried by such building sewer shall be lifted by artificial means approved by the Building Official and discharged to the public sewer at the expense of the owner.

Sec. 23-255. Location of connection.

- (a) If a public sewer is available in a street adjoining the property to be served, the connection of the house connection sewer to the public sewer shall be made at the public sewer main. The property owner shall construct one house connection sewer from the existing public sewer main to the property to be connected. The property owner shall obtain proper excavation permits and work is to be completed by a properly licensed contractor.
- (b) The house connection sewer shall be constructed in accordance with the standard specifications of the City which are in effect at the time of construction. If the applicant desires or requires an additional house connection sewer or any special construction, he shall pay for the cost of the additional sewer connection or additional cost of the special construction in accordance with City specifications, at no cost to the City.
- (c) If a public sewer is not available as described in Section 23-251, the owner shall either construct an OWTS in accordance with this article or shall extend the existing sewer system in accordance with Article VI of this chapter.

Sec. 23-256. Maintenance of house connection sewer.

- (a) Any stub-out and, following connection by the property owner to the sewer system, the house connection sewer shall be maintained and repaired by the City from the point of connection with the sewer main line to the property line closest to the sewer main; provided, however, it shall be the property owner's responsibility to repair such house connection sewer which is damaged as a

result of the negligent or intentional acts of the property owner, its tenants, lessees, subcontractors, agents, or employees.

- (b) The property owner shall defend, indemnify, save and hold harmless the City, its elected officials, officers, employees, agents and subcontractors from any and all fines, attorneys' fees, claims for loss, damage or personal injury, including wrongful death, which arise out of the City's maintenance and repair of the house connection sewer pursuant to subsection (a) of this section.

Sec. 23-257. Construction of local systems.

The City may, in its absolute discretion, construct a local system, which shall be placed, designed, and constructed in accordance with plans and specifications approved by the Public Works Director. At the time that a property owner elects to connect to the City's sewer system, the property owner shall be required to use the stub-out constructed as part of the local system for connection to the City's sewer system unless the Public Works Director, or his designee, determines in his reasonable discretion that connection to the City's sewer system may be made by alternate means.

Sec. 23-258. Construction of partial house connection sewer lateral.

At the time of the construction of any addition to or extension of the City's sewer system, the City may, in its absolute discretion, construct a stub-out, which shall be placed, designed, and constructed in accordance with plans and specifications approved by the Public Works Director. At the time that a property owner elects to connect to the sewer system, the property owner shall be required to use the stub-out constructed by the City for connection to the sewer system unless the Public Works Director, or his designee, determines in his reasonable discretion that connection to the sewer system may be made by alternate means.

Sec. 23-259. Record of local system construction costs.

The City shall keep a record of the costs of construction for a local system constructed pursuant to Section 23-257 and shall identify such record with each parcel of property to be served by such system. Costs of construction shall include, without limitation, the costs of construction directly attributable to the construction of the local system and the amount of indirect engineering, design and administrative costs, all of which shall be proportionally attributed to the property to be served in a manner determined in the reasonable discretion by the Public Works Director. The City shall maintain such records until such time as the property owner reimburses the City for such costs in accordance with Section 23-261.

Sec. 23-260. Record of partial house connection sewer lateral construction costs.

The City shall keep a record of the costs of construction for each stub-out constructed pursuant to Section 23-258 and shall identify such record with each parcel of property to be served by such stub-out. Costs of construction shall include, without limitation, the costs of construction directly attributable to the construction of the stub-out and the amount of indirect engineering, design and administrative costs proportionally attributed to the property to be serviced, as determined in the reasonable discretion by the Public Works Director. The City shall maintain such records until such time as the property owner reimburses the City for such costs in accordance with Section 23-262.

Sec. 23-261. Local system construction costs reimbursement and escalation.

- (a) If the property owner connects to the City's sewer system at any time within one year following the City's completion of a local system serving that particular property, the property owner shall pay the amount determined pursuant to Section 23-259. If the property owner connects to such system at a point past one year following the completion of the system serving that particular property, the owner shall pay an additional amount over and above the amount determined pursuant to Section 23-259. The additional reimbursement shall be a percentage of the construction costs determined pursuant to Section 23-259, which percentage reflects the change in the engineering news record construction cost index between the time that local system construction is completed for the particular property to be served and the date that the property owner applies to the City for a permit to connect to the City's sewer system. If the engineering

news record construction cost index ceases to be published, the City may, in its reasonable discretion, use a similar construction cost index to ascertain the additional reimbursement required.

- (b) The reimbursement required by this section shall be in addition to all other fees and charges imposed by this chapter.

Sec. 23-262. Partial house connection sewer lateral construction cost reimbursement and escalation.

- (a) If the property owner connects to the City's sewer system at any time within one year following the City's completion of the stub-out for that particular property to be served, the property owner shall pay the amount determined pursuant to Section 23-260. If the property owner connects to the City's sewer system at a point past one year following the completion of the stub-out for the particular property to be served, the owner shall pay an additional amount over and above the amount determined pursuant to Section 23-260. The additional reimbursement shall be a percentage of the construction costs determined pursuant to Section 23-260, which percentage reflects the change in the engineering news record construction cost index between the time that stub-out construction is completed for the particular property to be served and the date that the property owner applies to the City for a permit to connect to the City's sewer system. If the engineering news record construction cost index ceases to be published, the City may, in its reasonable discretion, use a similar construction cost index to ascertain the additional reimbursement required.
- (b) The reimbursement required by this section shall be in addition to all other fees and charges imposed by this chapter.

Sec. 23-263. Replacement OWTS.

- (a) The owner of any property served by an OWTS must submit an application to replace that OWTS in accordance with Section 23-288 and may, after receiving a permit, replace the OWTS when the following conditions are met:
 - (1) The existing OWTS is failing and must be replaced to meet the Tier 1 or Tier 3 OWTS standards or standards established in this Code. Under this condition, the owner must comply with the Tier 4 standards in the OWTS Policy for correcting or replacing the OWTS.
 - (2) The replacement OWTS will satisfy the requirements for Tier 1 or Tier 3 OWTS in the OWTS Policy.
 - (3) The size of the replacement OWTS must not be larger than the OWTS subject to replacement unless approved by the Santa Ana Regional Water Quality Control Board.
 - (4) Notwithstanding subsection (a)(1) of this section, replacement of the OWTS is proposed to allow additional flows resulting from additions to an existing single family residential dwelling unit without any increase in size to the OWTS. This subsection does not include any free-standing additional structures subject to subsection 23-251(b)(4). An existing development on land zoned single-family residential will be considered as a new development if the addition of any free-standing structures which result in additional wastewater flows to the septic system is proposed. Commercial and industrial developments will be considered as new development if an addition to an existing structure is proposed which will result in additional wastewater flows to the OWTS.

Sec. 23-264 to 23-280 Reserved.

ARTICLE IV PERMITS

Sec. 23-281. Generally.

- (a) No unauthorized person shall uncover, alter or disturb any portion of the sewer system without first obtaining a written sewer connection permit from the City.
- (b) No person shall connect any property to the sewer system until after a sewer connection permit shall have been issued. The sewer connection permit shall specify the property to be connected, and only the property so specified shall be connected.
- (c) No person shall place, discharge or dispose of any material, solid or liquid, into the sewer system or any part thereof, except by means of authorized connections; and no substance shall be placed, discharged or disposed of in the sewer system except substances or waste materials originating on the premises for which a sewer connection permit has been issued; except that authorized substances may be placed in the sewer system at places designated by the Public Works Director when a special sewer permit shall have been issued by the Public Works Director. Special sewer permits shall specify the terms and conditions under which substances may be placed in the sewer system.

Sec. 23-282. Sewer connection permit—Application; issuance.

- (a) Any person legally entitled to apply for and receive a sewer connection permit shall make such application on forms provided by the City for that purpose. The applicant shall describe the location, ownership, occupancy and use of the premises to be connected. The Public Works Director may require plans, specifications or drawings and such other information as he may deem necessary.
- (b) If the Public Works Director determines that the plans, specifications, drawings, descriptions or information furnished by the applicant is in compliance with this Code and other ordinances, rules and regulations of the City, the permit applied for shall be issued upon payment of the required deposit and fees as fixed in this chapter.

Sec. 23-283. Same—Compliance with terms.

After approval of an application for a sewer connection permit, evidenced by the issuance of a sewer connection permit, no change shall be made in the location of the sewer, the grade or other details from those described in the sewer connection permit or as shown on the plans and specifications for which the permit was issued, except with written permission from the Public Works Director

Sec. 23-284. Special sewer permits—Application; issuance.

- (a) Any person legally entitled to apply for and receive a special sewer permit shall make application on forms provided by the City for that purpose. The applicant shall give a description of the character of the work proposed to be done or the use proposed to be made of the sewer, and the location, ownership, occupancy and use of any premises in connection with the special sewer permit. The Public Works Director may require plans, specifications or drawings and such other information as he may deem necessary.
- (b) If the Public Works Director determines that the plans, specifications, drawings, descriptions or information furnished by the applicant is in compliance with the provisions of this Code and other ordinances, rules and regulations of the City, the permit applied for shall be issued upon payment of the required fees as fixed in this chapter.

Sec. 23-285. Same—Compliance with terms.

After approval of an application for a special sewer permit, evidenced by the issuance of the special sewer permit, no change shall be made to the conditions agreed to in the permit or as shown on the plans and specifications for which the permit was issued except with written permission from the Public Works Director.

Sec. 23-286. Permit for connections outside City.

- (a) No lot or parcel of land located outside the corporate limits of the City shall discharge to the sewer system unless a permit therefore is obtained and the connection is inspected and approved by the

Public Works Director. The applicant shall first enter into a contract in writing whereby he shall bind himself and his heirs, successors and assigns to abide by all of the provisions of this Code and other ordinances, rules and regulations in regard to the manner in which the sewer system shall be used and the manner of connecting therewith, and also shall agree to pay all fees required for securing the permit and a monthly charge in the amount set by the City Council.

- (b) Permit fees, sewer connection fees, deposits and monthly charges for properties or users located outside the corporate limits of the City shall be as agreed upon by the City Council and the applicant for service, but in no case shall be less than the fees, deposits or charges made within the corporate limits of the City.
- (c) The granting of permission for the connection to or use of the sewer system by properties or users located outside the corporate limits of the City, in any event, shall be optional with and in the discretion of the City Council.

Sec. 23-287. Agreement by permittee.

- (a) The applicant's signature on an application for any permit shall constitute an agreement to comply with all of the provisions, terms and requirements of this chapter and other ordinances, rules and regulations of the City pertaining to the sewer system, and with any plans and specifications he has filed with his application, together with any corrections or modifications as may be made or permitted by the City.
- (b) Such an agreement shall be considered a guarantee that the bills for service to the property or to the occupant thereof will be paid and shall be binding upon the applicant and may be altered only by the City upon the written request for the alteration from the applicant.

Sec. 23-288. Permit application required for new and replacement OWTS.

- (a) The owner of any property on which an OWTS will be installed or replaced must submit an application to the Public Works Director for a permit to install or replace the OWTS. No application shall be considered by the Public Works Director until the application is determined to be complete and all required fees have been paid to the City. No construction or replacement work may begin until the permit has been issued and all such work must be undertaken in accordance with the requirements of this Code and the permit.
- (b) The application required by this section must be submitted in a form provided by the City and must include, at a minimum, the following information:
 - (1) owner's name and contact information;
 - (2) property address or description;
 - (3) a topographical plot plan for the parcel showing the OWTS components, the property boundaries, proposed structures;
 - (4) the estimated wastewater flows;
 - (5) the intended use of proposed structure generating the wastewater;
 - (6) soil data, and estimated depth to seasonally saturated soils; and
 - (7) any other information required by the Public Works Director.

Sec. 23-289 to 23-310 Reserved.

ARTICLE V FEES, CHARGES AND BILLING

DIVISION 1. GENERALLY

Sec. 23-311. Fees, charges, generally.

- (a) Every person whose property in the City is served by a connection to the City's sewer system is subject to the fees and charges established in this chapter or by resolution or ordinance adopted by the City Council.
- (b) The City Council may, from time to time in its discretion, and by resolution or ordinance, alter, change, amend or revise the fees and charges for services and facilities in connection with the sewer system.
- (c) It shall be the duty of the Chief Financial Officer to collect all fees and charges provided for in this chapter.

Sec. 23-312. Sewer connection fee; sewer deposits.

- (a) An applicant for a new sewer connection shall pay a sewer connection fee prior to the issuance of a sewer connection permit. The fee is calculated in accordance with Section 23-316.
- (b) In addition to the sewer connection fee in subsection (a), commercial and industrial applicants shall deposit with the Chief Financial Officer an amount equal to four times the monthly charge set forth in Section 23-317 prior to the issuance of a sewer connection permit. The deposit shall be retained by the City and, in case of delinquency, it shall be applied as necessary to liquidate the cumulative amount of the delinquent charges plus penalties and the cost of collection.
 - (1) After a connection is established, if the monthly rate is increased or decreased, the owner shall be required to make a supplementary deposit equal to four times the increase in monthly rate in the case of an increase, and the City shall refund to the owner an amount equal to four times the decrease in the monthly rate in the case of a decrease.
- (c) Revenue collected under this section shall be used in a manner that is consistent with Article VIII, Division 3.

Sec. 23-313. Transfer of ownership of property.

- (a) Upon sale of the property, the former owner shall furnish the Chief Financial Officer with the correct name and mailing address of the new owner. The former owner shall be entitled to a refund of the unused portion of his deposit only after all bills and penalties and other charges have been paid and after the new owner has effected transfer of sewer service by applying for service, by guaranteeing that the bills for service to the property or to the occupant thereof will be paid, and by making the required deposit, which four actions shall constitute transfer of sewer service. Bills will continue to be sent to the former owner, or to the occupant in case the occupant is being billed, until the sewer service has been transferred or until such other date as may be agreed upon between the former owner and the new owner.
- (b) Notwithstanding any other provisions of this chapter, a former owner who has sold a property shall be entitled to a refund of any unused portion of his deposit after all bills, penalties and other charges for which he is responsible have been paid and when he has shown proof that the sale has been completed. For the purpose of this subsection, the former owner shall be responsible for bills, penalties and charges until the end of the month during which he shows proof of the sale, except that under unusual circumstances and upon written appeal by the former owner the City Council may determine some other appropriate date for the cessation of such responsibility.
- (c) If a new owner fails for one month to apply for service or make the guarantee or deposit required, the Chief Financial Officer will mail a copy of the sewer bill to the address of the new owner beginning the date the county reflects transfer of ownership up to two years in arrears of failure to create an account. If, after the payment has not been received after 60 days, a lien will be placed against the property, and any associated penalties and costs will be added.

- (d) If service has been disconnected or terminated it shall not be reconnected or restored until all charges, including penalties, have been paid as provided in Section 23-356 or in Section 23-357, except that, when the responsibility for the payment of delinquent charges plus penalties or accrued charges is in bona fide dispute, a new owner may obtain temporary service by paying the reconnection charge or restoration charge and by applying for service, guaranteeing that the bills for service to the property or to the occupant thereof will be paid, and making the required deposit. Temporary service shall be for a period not to exceed four months, by the end of which time all charges remaining unpaid shall have been paid or service shall be disconnected or terminated. Bills for temporary service shall be rendered in the same manner as for ordinary service. All rules and regulations pertaining to bills, delinquencies and disconnections shall apply to temporary services in the same manner as they apply to ordinary services.

Sec. 23-314. Change of classification.

- (a) Whenever the Chief Financial Officer finds that the use of a property has changed so that the classification to be used as a basis for determining monthly sewer charges has changed, they shall change the classification accordingly. The owner shall be notified of the change in classification. The effective date of change in classification shall be the first day of the month following the change.
- (b) If an owner believes his property is improperly classified, he may request a change in classification. This request shall be filed in writing with the Planning Department and shall state the reasons why the owner believes the classification should be changed. Upon receipt of a request for change of classification, the Planning Department shall investigate the request and either change the classification as provided in this section or, if a change is not justified, notify the owner of this fact.
- (c) If the use of the property has changed so that the monthly sewer charge will be decreased, the responsibility for notifying the City of the change shall rest with the owner and he shall not be entitled to a refund of sewer charges paid in excess of the proper charges as a result of his failure to notify the City of the change in use. If a change in use results in an increase in monthly sewer charge the responsibility for determining the change in use shall rest with the City and the owner shall not be liable for any back charges for increased sewer charges except where it can be shown that the owner has concealed the fact of the change in use or has knowingly withheld information which could have been used in determining the true circumstances.

Sec. 23-315. Reserved.

Editor's note— Ord. No. 1331, § 4, adopted September 19, 2000, repealed Section 23-315 in its entirety. Formerly, Section 23-315 pertained to the rate formula for monthly charges and derived from Code 1968, § 26-43; Ord. No. 998, § 11, adopted Dec. 18, 1990.

Sec. 23-316. Calculation of equivalent dwelling units for purposes of determining connection fee.

- (a) All sewer connection fees for residential, commercial and industrial uses shall be based upon the residential equivalent dwelling unit (EDU) service unit rate established in this section.
- (b) Residential. Each structure or part of a structure which is designed for the purpose of providing permanent housing for one family or tenant shall be one EDU. On average, this flow is two hundred seventy (270) gallons per day. Residential uses include without limitation single-family detached residences, apartments, townhouses, condominiums, mobile homes and trailer spaces.
- (c) Commercial. Commercial structures are those structures designed for the purpose of providing a permanent structure for enterprises engaged in the exchange of goods and services. This includes but is not limited to all private business and service establishments, schools, churches and public facilities. For purposes of establishing connection fee, commercial equivalent dwelling units shall be determined by multiplying the fixture units (as defined by the 2010 California Plumbing Code) shown on the approved building plans by the appropriate sewage factor from the following table

(Table I). Total equivalent dwelling units for commercial centers with various use categories will be the sum of the equivalent dwelling units computed for each use category.

(d) Industrial. Industrial structures are those designed for the purpose of providing a permanent structure for an enterprise engaged in the production, manufacturing or processing of material. For purposes of establishing industrial connection charges, equivalent dwelling units for industrial uses shall be determined as follows:

- (1) For domestic wastewater, multiply the fixture units (as defined by the 210 California Plumbing Code) as shown on approved building plans by a sewage factor of 0.0741 based upon a 20-gallon-per-fixture unit flow per day.
- (2) For nondomestic wastewater, compute from information contained on the Wastewater discharge permit using the following formula:

$$EDU = NDF/270 [0.37 + 0.31 (BOD)/230 + 0.32 (SS)/220]$$

Where:

EDU	=	Equivalent dwelling units
NDF	=	Estimated nondomestic wastewater flow
BOD	=	User's discharge—Biochemical oxygen demand (mg/l)
SS	=	User's discharge—Suspended residue (mg/l)

- (3) Combine the resultant EDU's derived from subsections (1) and (2).

TABLE I
Commercial Use Categories and Sewage Factors

Use Category	Type of Business	Sewage Flow (gallons/ day per FU)	BOD/SS	Sewage Factor (SF)
I.	Motel/hotel Recreation/amusement Restaurant (fast food) Office Retail store Market (without butcher shop) Bar/tavern	12	230/220	0.0444
II.	Market (with butcher shop) Bakery Mortuary	24	250/350	0.1081
III.	Convalescent home Hospital Health spa with pool Restaurant (full service)	42	250/300	0.1780
IV.	Laundromat (with non-efficient washing machines) Dry cleaner (processor)	43	350/500	0.2499
V.	Carwash (coin-operated)	102	150/500	0.4910
VI.	Church School Public facility	17	230/220	0.0630
VII.	Health spa without pool Laundromat (with high-efficient front loading machines)	42	230/220	0.1555

Sec. 23-317. Calculation of equivalent dwelling units for purposes of determining monthly charges.

Monthly sewer charges for residential, commercial and industrial uses shall be determined based upon the service unit rate formula:

Service Unit Assignment Formula

$$SU = F / (270) (0.37) + BOD / (230) \times (0.31) + SS / (220) \times (0.32)$$

$$\text{Monthly Sewer Service Charge} = SU \times \text{Service Unit Rate}$$

Where:

SU	=	Sewer units
F	=	Sewage flow in gallons per day based on sewage factor applied to water meter readings
BOD 5	=	User's discharge—Biochemical oxygen demand (mg/l)
SS	=	User's discharge—Suspended solids concentration (mg/l)
Q	=	Domestic water usage (gallons per day) taken directly from water meter readings.

Sec. 23-318. Monthly sewer charges.

- (a) Single-family dwelling, multi-family dwelling, church/social hall, public buildings and schools base sewer charge for property located within the City limits shall be based upon the City's operation, maintenance and replacement rate per the equivalent dwelling unit (EDU) as calculated in Section 23-317, plus any currently applicable, legally adopted monthly charge assessed by a Control Authority.
- (b) The commercial base sewer charges for property located within the City limits shall be the combined total of the following in accordance with the most current rates adopted by the City:
 - (1) The City's operation, maintenance and replacement rate per month per EDU;
 - (2) The City's administrative rate for supervising commercial uses within the City per month per EDU; and
 - (3) Any currently applicable, legally adopted monthly charge assessed by any agency or district providing sewer treatment service to the City.
- (c) The industrial base sewer charge for property located within the City limits shall be the combined total of the following in accordance with the most current rates adopted by the City:
 - (1) The City's operation, maintenance and replacement rate per month per EDU;
 - (2) The City's administrative rate for supervising industrial uses within City limits per month per EDU; plus
 - (3) Any currently applicable, legally adopted monthly charge assessed by any agency or district providing sewer treatment service to the City.

Sec. 23-319. Same—Outside City limits.

The City may charge an additional extraterritorial monthly charge per EDU for users outside the corporate limits of the City, as agreed upon by the City Council and the applicant for service.

Sec. 23-320 to 23-323 Reserved.

Sec. 23-324. Continuance of monthly charges.

After a property has been connected to the sewer system, the monthly sewer charge shall be imposed, whether the property is occupied or not, until such time as the structure using the sewer service is demolished or

unoccupied and the sewer connection is capped. The capping of the sewer service is to be inspected by the Building Official.

Sec. 23-325. Pass-through of rate increases.

Any increase in any currently applicable, legally adopted monthly charge assessed by a Control Authority shall be immediately passed through to the affected property owners. Any amounts over-collected by the City shall be applied first to the deficit recovery, if any, then to fund balance.

Sec. 23-326. Reserved.

Editor's note— Ord. No. 1221, § 1, adopted July 15, 1997, repealed § 23-326 in its entirety. Formerly, § 23-326 pertained to hardship allowance; application and determination for temporary assistance, and derived from Ord. No. 1059, § 3, 8-18-92. See the Code Comparative Table.

Sec. 23-327 to 23-350 Reserved.

DIVISION 2. BILLING PROCEDURES

Sec. 23-351. Authority to prescribe additional rules and regulations.

The City Council may, by resolution, adopt rules and regulations for the rendering and collecting of sewer bills. Unless otherwise provided, the rules, regulations and procedures contained within this division shall apply to the rendering and collecting of bills.

Sec. 23-352. Rendering of bills; liability for payment.

- (a) Sewer bills shall be rendered every two months and shall be due and payable upon presentation. The bill for each two-month period shall segregate amounts charged for collection and sewer treatment service. The agency responsible for the sewer treatment service shall be named on the bill. The bill shall be mailed not later than the tenth day of the second month for which service has been rendered and is billed. The commencement date for sewer bills for newly constructed structures shall be the first day of the month following the date upon which final inspection is given by the department of building and safety or the first day of the month following the date that the premises or any portion thereof are occupied, whichever occurs first. The commencement date for sewer bills for structures previously served by facilities other than the City sewer system shall be the first of the month following the date that the structure is connected to the City sewer system.
- (b) Sewer bills associated with industrial and commercial users shall be sent to the owner of the property served, who shall be responsible for the payment thereof. Property owners and occupants may make special arrangements with the Chief Financial Officer on application forms to be provided by him and signed by both the tenant and occupant for that purpose for bills to be sent to the occupant of the property rather than to the owner of the property. From the date of the signing and filing of the application by both parties, bills shall be sent to the occupant. Thereafter the property owner and the occupant shall be liable, jointly and severally, for the payment of sewer bills.

Sec. 23-353. Action on delinquent bills.

On the 15th day of the month following the month in which a sewer bill is mailed, the bill shall become delinquent if the bill or any portion thereof which is subject to a bona fide dispute remains unpaid. A delinquent bill shall be subject to a penalty charge of ten percent of the amount of the delinquent balance. After a bill has become delinquent, the Chief Financial Officer shall add the late fee to the next bill.

Sec. 23-354. Lien for delinquent charges.

Any sewer rates authorized pursuant to this article which remain unpaid for 60 days past the date upon which they were billed may be collected thereafter by the City, as provided as follows:

- (1) The City shall cause a report of delinquent sewer fees to be prepared periodically. The City Council shall fix a time, date and place for hearing the report and any objections or protests thereto. The report shall contain a list and description of each parcel of real property to which is attributed a delinquency in the payment of sewer rates, for a period of sixty (60) days or more, the names of the owners and the total amount of the delinquency attributable to that parcel.
- (2) The City Council shall cause notice of the hearing to be mailed to the owners of the property with delinquencies, as listed on the latest equalized assessment roll. Such notice shall be sent not less than fourteen (14) days prior to the date of the hearing and shall inform the recipients of the amount of unpaid sewer rates and penalties. Such notice shall inform the owners that the unpaid sewer rates and penalties will be assessed against and shall result in a lien on their property.
- (3) At the hearing, the City Council shall hear any objections or protests of the landowners who are to be assessed for delinquent fees. The City Council may make such revisions or corrections to the report as it deems just, after which, by resolution, the report shall be confirmed.
- (4) The delinquent sewer rates, and any penalties thereon, set forth in the confirmed report shall constitute a special assessment against the respective parcels of land and are a lien on the property for the amount of delinquent fees, the late charges, and cost of lien. The City clerk shall certify, over his signature, that the report has been adopted by the City Council in its final form and file the report with the county auditor. In addition, the City clerk shall also record the amount of unpaid charges with the county recorder.

Sec. 23-355. Termination of service.

- (a) If all structures in which sewage is produced are removed from a property served by the sewer system, or if the structure in which sewage is produced is demolished, then the City shall consider the service disconnected and shall provide a prorated adjustment of annual assessment based upon the first day of the month following the notification of removal or demolition of the structure by the City building official. The owner shall be entitled to a refund of the difference after full payment is received to the City. The owner shall be entitled to a refund of the deposit or to such portion of the deposit as may be unused, upon written application therefor. Termination of service shall be considered equivalent to disconnection.
- (b) Thereafter, the property shall not be inhabited by humans nor shall any sewage be produced thereon until service has been restored through payment of new connection and deposit fees.

Sec. 23-356. Reconnection.

After service to a property has been disconnected, the sewer connection permit issued for the property shall be considered cancelled. The permit and service shall not be restored until all delinquent charges plus penalties, all charges which have accrued since the time of disconnection, any supplementary connection charges, and the estimated cost of reconnection have been paid; the deposit required under Section 23-312 is restored to the required amount; and any required guarantee for the payment of bills has been made. All of the charges, deposits and other amounts required to be paid shall be paid before the building sewer is reconnected to the sewer system.

Sec. 23-357 to 23-385 Reserved.

ARTICLE VI *EXTENSION OF SEWER SYSTEM*⁴

Sec. 23-386. Applicability.

⁴ Cross reference(s)—Planning and development, ch. 21.

The provisions of this article shall apply to additions to and extensions of the sewer system, which extensions or additions are built at the direct expense of property owners, subdividers or other persons or groups of persons. Other provisions of this chapter that are not in conflict with the provisions of this article shall also apply. This article shall not apply to portions of the sewer system constructed by the City and paid for out of the sewer fund, except that nothing in this article shall prohibit the City from participating in the construction of an extension of the sewer system when the extension is of more than local benefit.

Sec. 23-387. Additions and extensions defined.

- (a) As used in this article, the word “addition” shall mean a system of sewer mains, house connection sewers and appurtenances built by property owners at their expense to serve their land, and which does not serve any other land adjoining the work by direct connection thereto.
- (b) As used in this article, the word “extension” shall mean a system of sewer mains, house connection sewers and appurtenances built by property owners at their expense to serve their land, and which may also serve other adjoining land, the owners of which have not shared in the cost of the work.
- (c) A single sewer project may include additions and extensions. The term “property owner,” as used in this article, shall include a single person, a group of persons, or a corporation, firm or other combination of persons.

Sec. 23-388. Acceptance of work; special consideration.

- (a) Following the satisfactory completion of any sewer project for the construction of an addition or extension, and upon the recommendation of the Public Works Director, the City Council shall, by resolution, accept the work, which shall then become a part of the City’s sewer system. The resolution of acceptance shall contain the terms of any special consideration which shall apply to the sewers so accepted.
- (b) Special consideration may include provisions for reimbursement and relief from the connection fee, but shall not include provisions for monthly charges different from those established elsewhere in this chapter, except as provided for service to property lying outside the corporate limits of the City. All provisions for special consideration shall terminate at the expiration of ten years following the date of the resolution of acceptance, or at such an earlier date as may be established in the resolution of acceptance.

Sec. 23-389 to 23-420 Reserved.

ARTICLE VII RESERVED

Sec. 23-421-23-455 Reserved.

ARTICLE VIII FINANCING OF FACILITIES⁵

DIVISION 1. GENERALLY

Sec. 23-456 to 23-475 Reserved.

DIVISION 2. SEWER FACILITIES EXPANSION FEE AND FUND

Sec. 23-476. Intent and purpose.

- (a) The City Council finds that new development and certain changes in use increase demand on sewage collection, transmission, treatment, and disposal facilities serving the City, including

⁵ **Cross reference**— Finance and taxation, ch. 10; planning and development, ch. 21.

facilities owned and/or operated by the Inland Empire Utilities Agency (“IEUA”) and the City of Rialto.

- (b) The purpose of this Division is to ensure that applicants creating new or increased sewer capacity demands pay the sewer expansion fee required to fund capacity-related obligations imposed on the City under its regional sewer service agreements.

Sec. 23-477. Facilities expansion fee.

- (a) Fee established. A sewer expansion fee shall be imposed as a condition of approval of new connections to the City’s community sewer system and for changes in use or expansions that create additional capacity demands, where such payment is required by its regional sewer service agreement.
- (b) Applicability. The sewer expansion fee shall be due for:
 - (1) Each new connection that will discharge to the City’s sewer system; and
 - (2) Each change in use, expansion, or modification of an existing commercial or industrial connection that results in an increase in sewage volume or strength, fixture units (as defined by the California Plumbing Code), or equivalent demand, when such increase triggers a capacity-related payment under the applicable regional sewer service agreement.
 - (3) If dry sewers are installed for future connection to the sewer system, the fees shall be required even though an OWTS is to be utilized as an interim measure. In those cases where an OWTS is authorized for other than interim use, the fees shall not be required, provided that if any such structure so exempted connect to the sewer system in the future, the fees shall be payable by the then owner of record of the property.
 - (4) For residential structures with building permits issued prior to July 1, 1979, and that would discharge to IEUA’s sewerage system, no sewer expansion fee will be levied.
- (c) Fee Determination. The sewer expansion fee shall be calculated based on the regional sewerage system to which the property is sewage will be transported for treatment/disposal:
 - (1) For properties discharging to IEUA’s sewerage system, the sewer expansion fee shall include the capital capacity reimbursement payment calculated using equivalent dwelling units and the then-current rate established by the IEUA.
 - (2) For properties discharging to IEUA’s sewerage system, the sewer expansion fee shall include the the treatment-capacity and/or sewer collection facilities development payments calculated using equivalent dwelling units and the then-current rate established by the City of Rialto.
- (d) Payment Due. The sewer expansion fee shall be paid prior to issuance of the building permit or sewer connection permit, or for changes in use prior to issuance of the permit required for such change.
- (e) Deposit and remittance. Fees collected under this section shall be deposited, credited, and remitted in the manner required by the applicable regional agreement.
- (f) Attachment of sewer use rights. Under certain situations, an existing discharger may want to relocate a business. The issue may then arise as to ownership of certain existing discharge rights in the regional system. All sewer capacity remains with the existing building and should be sold to building owners rather than tenants. In cases where an existing building is completely demolished, the transfer of capacity rights can be permitted provided that:
 - (1) Proof of building demolition can be documented;
 - (2) Payment for original system capacity can be documented;

- (3) The demolition occurs simultaneously with the transfer; and
- (4) The transfer occurs within the contracting agency who originally sold the capaCity.

Sec. 23-478 to 23-500 Reserved.

DIVISION 3. SEWER FUNDS

Sec. 23-501. Policy.

It is the policy of the City Council that the sewer service be operated as a utility, and that it shall be operated in a prudent manner with adequate reserves to meet emergencies and to replace parts of the system.

Sec. 23-502. Funds established.

The following sewer funds are to be created and maintained:

- (a) *Maintenance and operating fund.* The sewer maintenance and operating fund is to be created and maintained for the purpose of paying for the expenses associated with the maintenance and operation of the sewer system. Such expenses are to include direct sewage treatment costs, direct accounting and billing costs, and direct preventative and emergency sewage collection system maintenance costs, as well as general and departmental overhead as defined in Section 23-1. be sewer permit fees, interest earnings and sewer service charges. Refundable sewer deposits provided by property owners are accounted for within this fund, and the amount of such deposits shall not be reflected in the fund balance.
- (b) *Sewer replacement fund.* The sewer replacement fund is to be created and maintained for the purpose of paying for replacing parts of the sewer system as they wear out, deteriorate or become obsolete. All items deemed to be replacement of existing facilities shall be paid for from this fund. The source of the money for this fund is to be through City Council authorized transfers from the sewer maintenance and operating fund. Such transfers are to be authorized so that funds will be available to pay for future replacement of parts of the sewer system. The determination as to the amount of money to be held in this fund will be made by taking into consideration the estimated life and replacement cost of the various parts of the sewer system using the summation of the following formula:

$$(Replacement\ cost\ of\ sewer\ system\ facility\ additions) \times (0.10) \times (Age\ of\ sewer\ system\ facilities) \div (75\ years)$$
- (c) *Sewer capital fund.* The sewer capital fund is to be created and maintained for the purpose of paying for new sewer facilities found necessary because of the development of the City. Such facilities could include, but are not limited to, pumping stations, sewer laterals, manholes, cleanouts, sewer mains, treatment facilities, interceptors, monitoring stations, and equipment. An annual appropriation shall be made from this fund for general and department overhead. The source of the money for this fund is to be sewer connection charges, interest earnings, sewer installation charges, property assessments, and government grants.
- (d) *Sewerage facilities expansion fund.* The sewerage facilities expansion fund is to be created and maintained for the purpose of paying for sewer facilities needed for the expansion of the City including, but not limited to, treatment plants and sewer interceptor lines. The source of the money for this fund is to be the sewerage facilities expansion fee collected pursuant to Section 23-477. This fund is to be used for those expansion fees and funds collected and held pursuant to contract with the Inland Empire Utilities Agency and the City of Rialto.

Sec. 23-503. Appropriations.

Appropriations from the various funds provided for in this article shall be pursuant to authorization in the annual budget or by special action of the City Council.

Sec. 23-504. Allocation of interest earnings.

Moneys in the sewer funds may be commingled with moneys in other funds for cash management and interest earnings purposes, but each sewer fund shall be credited with its pro rata share of all interest earnings based on the fund's average balance.

Sec. 23-505. Loans from sewer funds.

To the extent allowed by law, loans between sewer funds or to other funds may only be made pursuant to the authorization of the City Council and shall be for a specific time period not to exceed five years. During such time that monies are on loan from any fund, interest shall be paid annually to the fund. The interest rate during this loan period shall be at least the average rate for the City's interest-bearing deposits during the loan duration. No loans shall be made from the maintenance and operating fund and the sewer replacement fund. Existing loans shall be brought into compliance with this section within five years.

Sec. 23-506. Allocation of personnel and equipment costs.

- (a) *Personnel.* The total number of employees in the sewer maintenance and operating budget shall be determined using the following formula:

(Total number actual hours proposed to be charged to the sewer maintenance and operating fund for permanent employees for the proposed operating budget) ÷ (2,080 hours)

Personnel costs will be charged on the actual number of hours worked. Personnel costs include salaries and related benefits.

- (b) *Equipment.* The original purchase cost charged to the sewer capital fund shall be no more than its pro rata share of time used in sewer activities. The motor pool rental charges shall also be based on the actual hours used; the motor pool shall be responsible for the replacement of these capital items.



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0803

Agenda #: C.

Agenda Date: 3/10/2026

Category: Consent Calendar

FROM:

Planning Department

SUBJECT:

Master Case (MCN) No. 26-0003, Miscellaneous Project (MIS) No. 26-0001: Review of 2025 General Plan Annual Progress Report

RECOMMENDATION:

Direct staff to send the 2025 General Plan Annual Progress Report to the California Governor's Office of Land Use and Climate Innovation (LCI) and the State Department of Housing and Community Development (HCD).

COUNCIL GOALS:

- Concentrate on Inter-governmental relations by advocating Fontana's position in regional, state, and federal organizations.

DISCUSSION:

The General Plan is mandated by California Government Code Section 65300, which requires each city and county to adopt a comprehensive plan for the physical development of the jurisdiction. It addresses land use, transportation routes, population growth, open space, air and water quality, noise, safety issues and other related physical, social, and economic development factors. Through the identification of goals, objectives, and policies, a General Plan creates a strategy framework for implementation. In addition to service as a basis for local decision-making the General Plan establishes a clear set of development rules for citizens, developer, decisions-makers, neighboring cities, and counties and provide the community with an opportunity to participate in the planning decision-making process.

Government Code Section 65400 mandates that all cities and counties submit to their legislative bodies an annual report on the status of their General Plan and progress in its implementation (the General Plan Annual Progress Report). A copy of this progress report must be sent to the State of California Governor's Office of Land Use and Climate Innovation (LCI) and the Department of Housing and Community Development (HCD) by April 1st of each year.

Annual Progress Reports (APRs) provide local legislative bodies with information regarding the status and implementation of the General Plan for their city or county. The annual progress report also allows the City of Fontana to determine the effectiveness of the Housing Element and identify necessary "course adjustments" to Housing Department goals, programs, policies, and implementation measures.

The City's legislative bodies have used the 2015-2035 General Plan as the primary source of long-

range planning and policy direction. All future development activities will be consistent with the General Plan, which will continue to guide growth and preserve the quality of life within the community. The General Plan Annual Progress Report (Attachment No. 1) details the key implementation actions that the city accomplished or made progress on in 2025.

Additionally, the Department of Housing and Community Development (HCD) requires the reporting of Housing Element implementation on specific state reporting forms. The method of reporting of Housing Element implementation is established by HCD with the purpose of tracking overall housing production in a community, as well as a jurisdiction's progress toward meeting its regional housing needs assessment (RHNA) allocation. A summary of the City's housing efforts in 2025 is included in Attachment No. 2 of this report.

ATTACHMENTS:

1. 2025 General Plan Annual Progress Report
2. 2025 Annual Housing Element Progress Report Summary - Housing Element Implementation

FISCAL IMPACT:

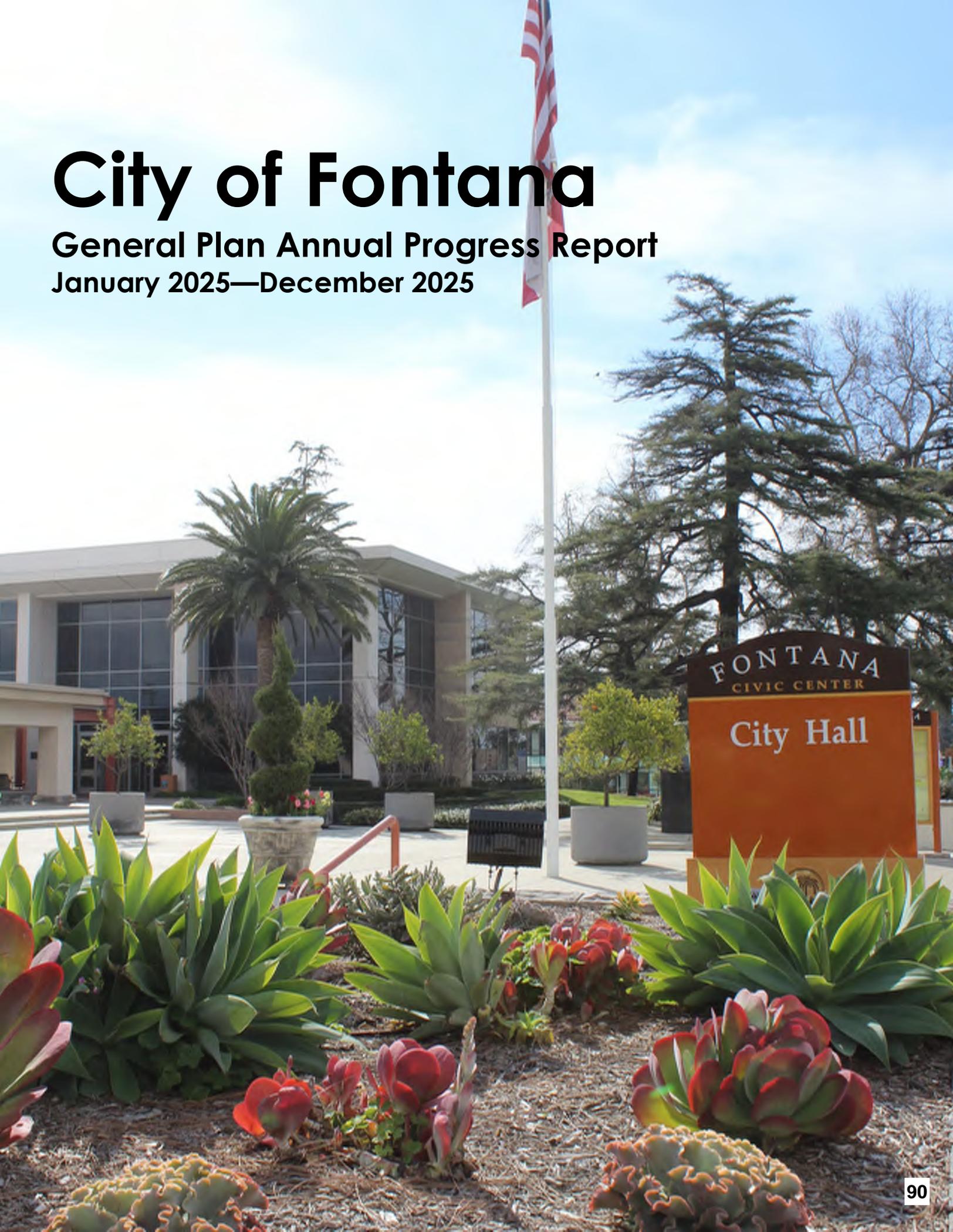
None

MOTION:

Approve staff's recommendation

City of Fontana

General Plan Annual Progress Report
January 2025—December 2025



CITY OF FONTANA

2025 GENERAL PLAN ANNUAL PROGRESS REPORT



Prepared by the
Planning Department



Vision Statement

Fontana is a dynamic, thriving community that supports education, growth, safety and a positive community fabric. Our community is creating the opportunities that courage social and economic investment.

TABLE OF CONTENTS

	PAGE
Table of Contents.....	3
Introduction.....	4
Background.....	5
DEVELOPMENT SERVICES ORGANIZATION/PLANNING ACTIVITIES	
General Plan Background.....	6
Planning Department.....	7-8
Building and Safety Department.....	9-10
Housing Element Reporting Requirements	11-12
Capital Improvement Project (CIP).....	13-14
General Plan Implementation Status.....	15
Chapter No. 5 – Housing Element.....	16
Chapter No. 7 – Conservation, Open Space and Trails.....	17
Chapter No. 8 – Community Mobility and Circulation.....	18
Chapter No. 15 – Land Use Zoning and Urban Design.....	19

INTRODUCTION

Purpose of this Document

Section 65400 (b) of the State of California government Code requires planning agencies provide an annual report to their legislative body, the Governor's Office of Planning and Research (OPR), and the State Department of Housing and Community Development (HCD) of the status of the General Plan and progress in its implementation. The four basic purposes of the annual report are as follows:

- To provide information to assess progress on implementation of the General Plan in accordance with the stated goals, policies and implementation measures.
- Provide information to identify necessary course adjustments or modifications to the General Plan as a means to improve implementation.
- To provide a clear correlation between land use decisions made during the reporting period, and the goals, policies and implementation measures in the General Plan.
- To provide information regarding local agency progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to the development of housing.

The General Plan Annual Progress Report summarizes the City of Fontana's progress towards implementing the goals, policies and programs of the 2015-2035 City's General Plan. It covers the period of January 1, 2025, through December 31, 2025. The report provides for the annual review of the General plan to assess the level of implementation and effectiveness of the General Plan as a guide for orderly growth and development. The General Plan Progress Report also provides information regarding the City's progress in meeting its share of regional housing needs.



BACKGROUND

The City of Fontana was incorporated on June 25, 1952. Fontana is a general-law city governed by codes adopted by the legislators of the State of California. The City of Fontana is governed by an elected Mayor and four District Council Members. Located in the Inland Empire, Fontana is situated 110 miles north of San Diego, 50 miles east of Los Angeles, 50 miles northeast of the heart of Orange County and 15 miles west of the City of San Bernardino.

The Fontana planning area encompasses approximately 52.4 square miles (43.1 square miles-city limits/9.3 square miles-sphere of influence area). Since the last comprehensive update to the General Plan in 2018, the population of the City has increased from 209,895 to 220,836.

The City of Fontana has extensively used the specific plan process for much of the undeveloped land in its planning area. Currently, the City of Fontana has adopted twenty-seven (27) specific plans and community plans. The specific plans and community plans within the city limits encompass almost 12,000 acres, representing over 26,000 dwelling units, 700 acres of commercial development, and 2,700 acres of industrial property.



GENERAL PLAN BACKGROUND

The General Plan is mandated by California Government Code Section 65300, which requires each city and county to adopt a comprehensive plan for the physical development of the jurisdiction. It addresses land use, transportation routes, population growth, open space, air and water quality, noise, safety issues and other related physical, social and economic development factors. Through the identification of goals, objectives, and policies, a General Plan creates a strategy framework for implementation. In addition to serving as a basis for local decision making, the General Plan establishes a clear set of development rules for citizens, developers, decision-makers, neighboring cities and counties, and provides the community with an opportunity to participate in the planning and decision-making process.

In November of 2018, the City adopted a comprehensive update to the General Plan that contains a shared vision for the future community of Fontana, a plan outlining strategies on how to pursue and achieve that vision, and an action plan that assists in advancing the goals, policies, and implementation measures outlined in the general plan.

AMENDMENTS TO THE GENERAL PLAN

State law allows the city to amend its General Plan no more than four times per year. Amendments may be proposed and acted upon at any time during the year and one action may include multiple amendments. Any changes to the General Plan require a public hearing by the City Council and evaluation of the environmental impacts as required by the California Environmental Quality Act (CEQA).

In 2025, the City amended the General Plan one time to facilitate one residential development entitlement application.





PLANNING DEPARTMENT

The Planning Department of the Development Services Organization is the initial contact for development through the land entitlement process. From inception to completion, Planning works to ensure the highest standards for the use and design of any project submitted, while meeting the applicant's needs as well. This section outlines the activities of the Planning Department from January 2025 through December 2025.

The day-to-day planning activities include:

- Administering the City's Zoning Ordinance (Development Code)
- Answering public inquiries
- Processing planning applications for the Planning Commission and City Council
- Reviewing and approving business license applications for zoning compliance
- Preparing reports for the Planning Commission and City Council

Telephone/Entitlement Activity

Telephone activity represents the number of people calling for assistance to the Planning Department. Phone call records are kept and tracked on a monthly basis. In 2025, the Planning Department received 6,158 phone calls in total.

The Planning Department now offers government services through an online permitting resource known as Build Fontana, which is utilized to streamline the entitlement process for the applicant by allowing the submittal of new applications, the ability to check status of application processing and the ability to access documents associated with the application.

Planning Applications

The City of Fontana utilizes a Master Case Number (MCN) tracking system which is assigned to every unique formal entitlement request. The Master Case Number serves as a tracking mechanism for the number of projects that have been taken in the city. For example, a proposal for a new shopping development will be assigned an MCN. Underneath the number there will be all required entitlement applications for the project such as Conditional Use Permit requests, Variances, and Zone Changes. This number does not include amendments to previous entitlements such as Conditional Use Permits and Design Review Permits. Based on the Master Case Number (MCN) tracking system, a total of 90 planning entitlement applications were received during this review period. Also, during this review period a total of 54 planning entitlements were approved.

In addition to the applications, planning staff reviewed business licenses, temporary use permits, and sign application, and conducted plan check review to ensure the proposed business, improvement and new construction are in compliance with the zoning code.





BUILDING & SAFETY DEPARTMENT

The Building and Safety Department is responsible for a variety of tasks that include issuing permits, processing plan check submittals, and inspections. The Building and Safety Department provides professional plan checking, permitting, and inspections that assure adherence and compliance with the 2022 California Building Code. New building construction and tenant improvements require plan check review for zoning and Building Code compliance.

Building and Safety

SINGLE-FAMILY RESIDENCES

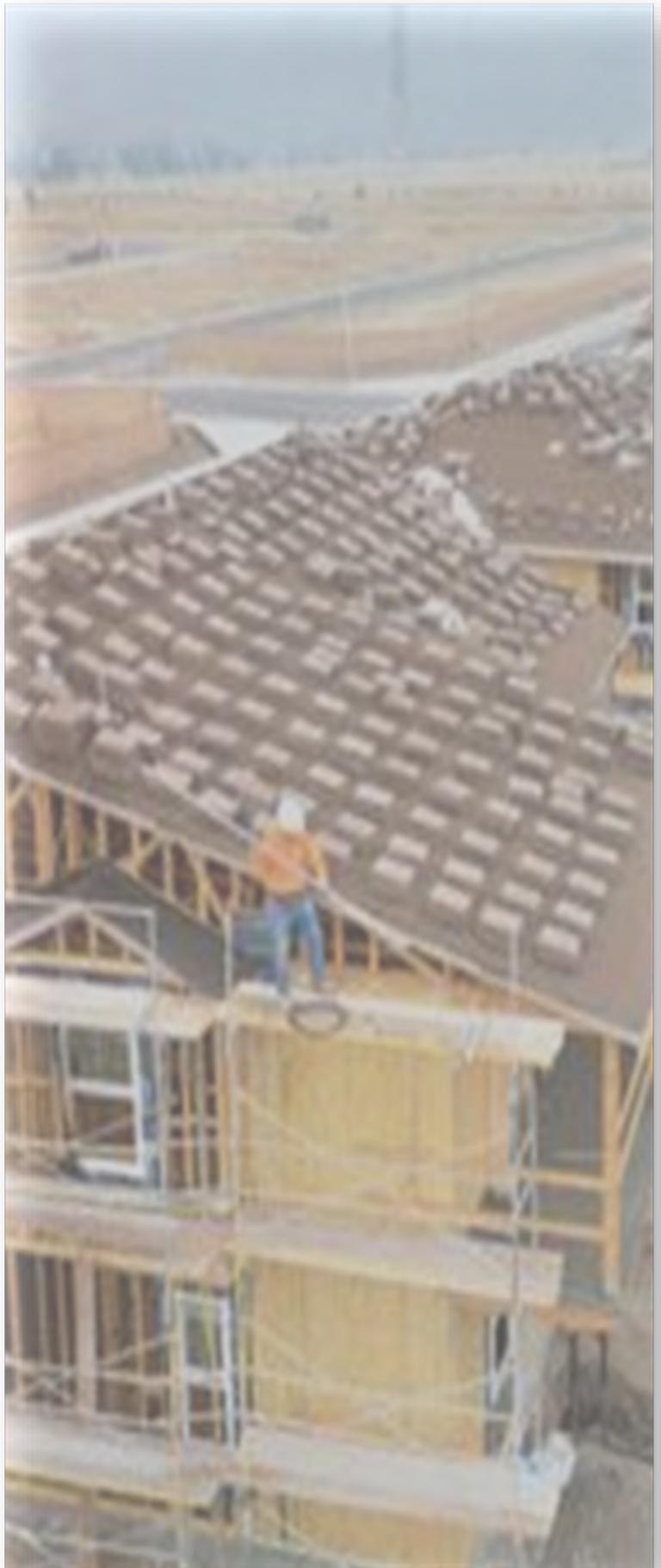
The City issued permits for 622 new single-family homes within calendar year 2025 and 242 permits for Accessory Dwelling Units (ADU's).

MULTI-FAMILY RESIDENCES

The City issued permits for 160 multi-family units within calendar year 2025.

COMMERCIAL

Commercial development for calendar year 2025 resulted in nine new building permits issued for 5,345 SF square feet of new commercial area with an approximate valuation of \$651,565.14.





HOUSING ELEMENT

Housing Element Reporting Requirements

Housing Element law requires quantification of each jurisdiction's existing and projected housing needs for all income levels. The City's Department of Housing and Business Development continues to administer the Community Development Block Grant Funds in accordance with U.S. Department of Housing and Urban Development requirements. In addition, existing programs in the Zoning and Development Code (i.e. Accessory Dwelling Units) provides the City with the flexibility and standards to encourage future development of low income housing.

The Housing Element is one of the seven State mandated elements included in the City of Fontana's General Plan. The purpose of the Housing Element is to identify and plan for the City's existing and projected housing needs; it contains a detailed outline and work program of the City's goals, policies, quantified objectives, and programs for the preservation, improvement, and development of housing for a sustainable future. On February 8, 2022 the City Council approved Resolution No. 2022-011 for the adoption of a comprehensive update to the Housing Element (6th Cycle Housing Element Update) that will plan for the 2021-2029 planning period.

Each eight-year planning cycle, the City is allocated a specific number of housing units called the Regional Housing Needs Allocation (RHNA) determined by the Southern California Association of Governments. The RHNA quantifies current and future housing growth within a City. The Table shows the median income limits established by HUD for the Fontana area with the associated affordable rent and affordable home sales prices for each income category along with number of building permits issued for years 2021 to 2029.

City of Fontana Housing Need by Income Category											
Income Category	Units Needed 2021-2029	Units 2021	Units 2022	Units 2023	Units 2024	Units 2025	Units 2026	Units Built 2027	Units Built 2028	Units Built 2029	Re-remaining Needed 2021-2029
Very Low (0-50%) <\$31,950	5,109	0	0	0	0	0	0	0	0	0	5,109
Low (51-80%) <\$51,100	2,950	60	0	0	0	0	0	0	0	0	2,890
Moderate (81-120%) <\$73,680	3,035	0	0	0	0	0	0	0	0	0	3,035
Above Moderate (>120%) >\$73,680	6,425	1,122	658	803	0	0	0	0	0	0	3,842
Totals	17,519	1,182	658	803	0	0	0	0	0	0	14,876

The background image shows the Fontana Civic Center building, a sign that reads "FONTANA CIVIC CENTER" and "City Hall", and an American flag on a tall pole. The scene is set outdoors with trees and landscaping. The text "CAPITAL IMPROVEMENT PROGRAM" is overlaid in the center.

CAPITAL IMPROVEMENT PROGRAM

CAPITAL IMPROVEMENT PROGRAM (CIP)

The State of California Government Code Section 66002 requires local agencies that have developed a fee program to adopt a CIP indicating the approximate location, size, timing and an estimate of the cost of all facilities or improvements to be financed by fees. The City of Fontana has such a fee program and the City's adopted seven-year Capital Improvement Program outlines the infrastructure needs for the future.

Projects and expenditures identified for future fiscal years are approved on a planning basis and do not receive expenditure authority until they are part of the capital budget for that fiscal year. The public, City Council, Planning Commission, Engineering, and Parks and Recreation Commission review of the overall seven-year program is performed annually for effective implementation of the City's Vision Statement as well as the City Council's more immediate goals and objectives.

The Seven-year Capital Improvement Program for FYs 2025/2026 through 2031/2032 sets forth infrastructure needs and a capital plan involving 165 projects totaling approximately \$1,294,748 million. Of this, all projects and expenditures identified for future fiscal years beyond 2025/2026 are approved on a planning basis and do not receive expenditure authority until they are part of the capital budget for that fiscal year. A review of the seven-year program is performed annually by the Parks and Community Services Commission, the Planning Commission and the City Council in order to ensure effective implementation of the City's Vision Statement as well as the City Council's Goals.

The City's seven-year CIP continues to advance the "City Council's Vision" and strive to accomplish the "City Council's Goals and Objectives". This vision statement and the goals and objectives adopted by the City Council will guide the development of policies, goals and objectives adopted in the City's General Plan.

FY 25/26 – FY 31/32, 7-Year CIP Project Budget		
CIP Category	Amount (Thousands)	No. Of Projects
Flood Control & Storm Drain	\$36,799	4
Major Corridor/ Interchanges	\$227,986	11
Open Space & Recreation	\$81,235	12
Other Capital Improvements	\$77,194	8
Public Building Improvements	\$99,224	17
Resource Mgt/ Conservation	\$823	1
Sewer Improvements	\$10,490	7
Street Improvements	\$690,934	70
Technology Projects	\$32,509	2
Traffic	\$37,553	33
Totals	\$1,294,748	165

The background image shows the Fontana Civic Center City Hall. A large sign in the foreground reads "FONTANA CIVIC CENTER" and "City Hall". An American flag is visible on a tall pole to the left. The building is a modern, single-story structure with large windows. There are palm trees and other landscaping in the foreground.

GENERAL PLAN IMPLEMENTATION STATUS

Housing Element

The State of California mandates that each county and city maintain a Housing Element in their General Plan. Section 65583 of the Government Code sets forth the specific components to be contained in a community's housing element, including the City's share of the Regional Housing Needs Assessment (RHNA).

In addition to providing assistance and guidance for the City's Housing Element, the Housing Department administers a variety of community development activities including affordable housing activities and neighborhood improvement programs. Following are programs and activities supporting the goals of the Housing Element:

Updates in 2025:

Goal: Adequate housing to meet the needs of all residents of Fontana.

Housing Policy Action 11: Infill Housing Program—The City will work with private industry to expand housing opportunities through new construction.

On April 15, 2025, entitlements were approved for the first development utilizing the Minor Planned Unit Development (PUD) provisions in the Zoning and Development Code. The Minor PUD program was designed to encourage development of infill sites five acres or smaller located in the Medium-Density Residential (R-2) zoning district. The Minor PUD incentivizes development with reductions of certain development standards, while requiring enhanced landscaping and hardscaping throughout the project. The approved development project consists of 12 single-family dwellings on a one-acre site that has remained largely vacant and undeveloped.

Goal: Affirmatively further fair housing in Fontana.

Housing Policy Action 4B: Participation and Support of Regional Fair Housing Efforts.

The Housing Department contracted with the Inland Fair Housing & Mediation Board to provide fair housing services in 2025. Discrimination investigation and assistance services were provided to 43 residents. Landlord-tenant mediation assistance (which includes the discussion of options, such as conciliation with a landlord, referral to a government enforcement agency, or private attorney) was provided to 264 residents.



Conservation, Open Space and Trails Element

Open space and parks are key aspects to well being for Fontana residents.

Updates in 2025:

Goal: Fontana has multiuse trails that provide north-south links and connections with the Pacific Electric Trail and other city pedestrian and bicycle routes

Action: Seek funding sources to implement the San Sevaine Trail, and design and implement an "Eastside Trail" linking the City from north to south in the eastern part of the city.

Construction of Phase 1 of the San Sevaine Trail was completed in 2025. The trail is a 1.25 multi-purpose trail along the Etiwanda Creek/San Sevaine Channel between the Pacific Electric Trail in the City of Fontana and Banyan Avenue in the City of Rancho Cucamonga. Funding for the \$15,029,546 trail project came from grant and city funding. The ribbon cutting for the trail took place on November 3, 2025.

Goal: All Fontana residents live within walking or biking distance of a public park and there are sufficient public parks to serve all areas of the city.

Action: Provide sufficient funding to support adequate park maintenance.

In 2025, the City of Fontana allocated \$5,000,000 to the maintenance and improvements of parks in the city. Half of the funding was allocated from the capital improvement budget and included the construction of pickle ball courts and park security cameras with fiber. The other half of the funding was allocated from the operations and maintenance budget and included laser grading of baseball fields at Bill Martin Park, park restroom renovations, painting of facilities (light poles, fences and handrails) and backflow device replacements.



Community Mobility and Circulation Element

This element of the General Plan focuses on transportation policies.

Updates in 2025:

Goal: The city has attractive and convenient parking facilities, including electric charging stations, for both motorized and non-motorized vehicles that meet need that fit the context.

Action: Provide sufficient motor vehicle and secure bicycle parking in commercial and employment centers to support vibrant economic activity.

The first Downtown Parking Structure project completed construction in 2025. The 4.5 tier parking structure is located at 16948 Arrow Boulevard and is part of the civic center campus. The project complements the downtown revitalization underway and will provide parking for the Stage Red Theater and other businesses downtown. Additionally, a second parking structure was entitled in 2025. It will be located near the northeast corner of Arrow Boulevard and Nuevo Avenue.

Goal: Fontana's road network is safe and accessible to all users, especially the most vulnerable, such as children, youth, older adults and people with disabilities.

Action: Maintain a designated truck route network that avoids residential and other sensitive uses, with arterial streets accommodating the efficient movement of trucks.

The Municipal Code and Community Mobility and Circulation Element of the General Plan were amended on December 9, 2025 primarily to incorporate Assembly Bill (AB) 98, which requires all cities and counties in the warehouse concentration region to update their General Plan Circulation Elements to identify and establish specific travel routes for the transport of goods, materials, or freight for storage, transfer, or redistribution to safely accommodate truck traffic and avoid residential areas and sensitive receptors. The truck route map was updated to shift truck traffic to major City streets and state freeways and highways, which improving direct connectivity between regional transportation facilities and industrial related uses. As part of the update process, the City engaged with community members and stakeholders through online surveys, virtual surveys, and a social media and direct email communication campaign.



Land Use, Zoning, and Urban Design Element

This element of the General Plan sets forth the policy framework for the physical development of Fontana. It is a guide for the decision-makers that sets the pattern, distribution, density and intensity of land uses that over time will assist the City in achieving the vision of Fontana for the future.

Updates in 2025:

Goal: Downtown is a dynamic center of activity with new housing options, walkable environments, and a mixture of uses attracting residents and visitors.

Action: Promote revitalization and redevelopment of downtown and older neighborhoods in the central area of the city.

In 2025, the City began positioning two City-owned buildings for conversion to restaurant spaces that are projected to be opened by early 2027. Additionally, permitting for, and preparation for the groundbreaking of, the previously entitled five-story mixed-use development at the northwest corner of Sierra Avenue and Arrow Boulevard took place in 2025.

Goal: Public and private development meets high standards in design.

Action: Support high-quality development in design standards and in land use decisions.

On May 13, 2025, the Zoning and Development Code was amended to establish the Entertainment Center Overlay District, which includes three key intersections : Valley Blvd. and Sierra Ave., Foothill Blvd. and Sierra Ave., and Foothill Blvd. and Cherry Ave. The amendments also included revision to the land use tables regarding commercial land uses, the requirement for public art, and signage/branding requirements. The goal of the amendment was creating hubs for dining, shopping and entertainment purposes to attract local and regional visitors that would help drive economic growth for the city.



ATTACHMENT NO. 2

Jurisdiction	Fontana	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	10/15/2021 - 10/15/2029

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	4
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		874
Total Units		878

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	8
Single-family Detached	12	551	53
2 to 4 units per structure	765	26	0
5+ units per structure	917	60	379
Accessory Dwelling Unit	0	241	123
Mobile/Manufactured Home	0	0	0
Total	1694	878	563

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	779	878
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	739
Number of Proposed Units in All Applications Received:	3,292
Total Housing Units Approved:	30
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications	
Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	Rental	Ownership	Total
Acutely Low	0	0	0
Extremely Low	0	0	0
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	# of	Units
Ministerial	721	1843
Discretionary	18	1449

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	3
Number of Units in Applications Submitted Requesting a Density Bonus	112
Number of Projects Permitted with a Density Bonus	5
Number of Units in Projects Permitted with a Density Bonus	5

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	0
Sites Rezoned to Accommodate the RHNA	0



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0821

Agenda #: D.

Agenda Date: 3/10/2026

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Award a Professional Services Agreement for Design Services with TKE Engineering, Inc. for the Sierra Avenue Storm Drain Extension

RECOMMENDATION:

1. Approve and authorize the City Manager to enter into a Professional Services Agreement with TKE Engineering, Inc. for Design Services for the Sierra Avenue Storm Drain Extension in the amount of \$154,030.00.
2. Approve and authorize the City Manager to enter into future individual Professional Services Agreement Amendments with TKE Engineering, Inc. not exceeding \$30,000.00.
3. Authorize the City Manager to enter into any and all utility agreements for the Sierra Avenue Storm Drain Extension.
4. Approve the Non-Competitive Proposal Purchase under the Purchasing Policies 3.1.5 for Single Source/Sole Source method.

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 utilizing Measure-I Funds wisely.

DISCUSSION:

A new storm drain system will be designed and installed along Sierra Avenue, from Malaga Street to Foothill Boulevard. Improvements include new reinforced concrete pipe and catch basins to capture storm water flow along Sierra Avenue. The improvements will connect to the storm drain facilities being installed along Foothill Boulevard, from Cypress Avenue to Sierra Avenue, as part of the Cypress Avenue Storm Drain Project. These improvements are part of a comprehensive Master Storm Drain system to provide flood protection to the area.

On December 15, 2025, the City requested a proposal for design services for the project from TKE Engineering, Inc. TKE Engineering, Inc. has extensive knowledge and understanding of the project area due to their involvement and project management of the Sierra Avenue Widening Project. Their

familiarity with the Sierra Avenue Widening Project and access to project records allows them to incorporate all recent improvements and utility modifications into the storm drain project to the greatest extent possible at a minimized overall cost. TKE Engineering, Inc.'s institutional knowledge of the project area also allows for an expeditious design package delivery, as much of the records research and survey for the project area has already been completed as part of the Sierra Avenue Widening Project.

Based on the evaluation of the proposal, staff recommends approval of the Professional Services Agreement with TKE Engineering, Inc. due to their experience and familiarity with the project area and scope, 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 will be \$154,030.00 for the full term of the Professional Services Agreement. Funding will be requested on the FY 25/26 Third Quarter. Funds will be appropriated to 37603361-245-A-8113 and 37603361-630-A-8113.

MOTION:

Approve staff recommendation.

SIERRA AVE DRAINAGE EXTENSION PROJECT



PROJECT LOCATION



SCALE 1:600

**CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT
XX-XX-XX-XX**

This Agreement is made and entered into as of March 10, 2026 by and between the City of Fontana, a public agency organized and operating under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 (“City”), and TKE Engineering, Inc., a Corporation with its principal place of business at 2305 Chicago Ave., Riverside, CA 92507 (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:

Sierra Avenue Storm Drain Extension (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 \$154,030.00. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or

the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term

The term of this Agreement shall be from **March 10, 2026** to **June 30, 2027**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must

specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
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 Syed Raza, PE, 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	TKE Engineering, Inc.
8353 Sierra Avenue	2305 Chicago Ave.
Fontana, California 92335	Riverside, CA 92507
Attn: Jeffrey Kim, Department of Engineering	Attn: Terry Renner

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

TKE Engineering, Inc.

By: _____
Matthew C. Ballantyne
City Manager

By: _____
[INSERT NAME]
[INSERT TITLE]

Attest:

By: _____
Germaine McClellan Key
City Clerk

By: _____
[INSERT NAME]
[INSERT TITLE]

Approved as to form:

Best Best & Krieger LLP
City Attorney

IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS

By: _____
Rakesha Voss
Director of Human Resources & Risk Management

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Jessica Brown
Chief Financial Officer

Purchasing

EXHIBIT A
Scope of Services



February 3, 2026

Jeffrey Kim, Engineering Manager
CITY OF Fontana
8353 Sierra Avenue
Fontana, CA 92335

Subject: Proposal to Provide Professional Engineering Services for Design of the
Sierra Avenue Storm Drain Extension

Dear Mr. Kim,

The City of Fontana desires to retain professional engineering services for the design of storm drain improvements along Sierra Avenue from the terminus point of the Cypress storm drain project, just north of Foothill Boulevard, to Malaga Street. The project area currently experiences significant flooding along Sierra Avenue in the outermost travel lane during and after large rain events. The proposed improvements are to mitigate flooding impacts to the street segment as well as adjacent properties.

Scope of Services

Our Scope of Services for the project is presented in the following paragraphs:

Task No. 1 – Project Management

TKE's Project Manager will be responsible for the entire project team. He will attend all meetings, prepare agendas and corresponding meeting minutes together with collection of signatures for meeting attendees (sign-in sheets). He will meet with the City at appropriate times and will meet as needed with agencies, residents, property owners, and utilities in addition to the meetings presented below. We will also update TKE's project budget and schedule prior to each City meeting for discussion with staff.

Task No. 2 – Initial 'Kick Off' Meeting

Prior to commencement of services, we propose to meet City staff to review project obligations and to discuss all project requirements in detail. TKE's Project Manager and Project Engineer will attend the meeting to determine project protocol and obtain City record drawings and previous design files to be utilized for the project.

Task No. 3 Records Research

TKE assisted the City with Project/Construction Management for the Sierra Avenue Widening Project and has an extensive understanding of the project area and improvements constructed as part of the project as well as the utility work that was completed. We propose to utilize the file prepared for the design of Street Widening Project to the greatest extent possible to minimize overall cost and expedite the

design package delivery. The research will consist of reviewing record utility drawing, prepared as part of the street improvement design, to verify that utilities are shown correctly as well as modify/incorporate any changes based on the utility drawings that were not included as part of the Street Widening Plans. We will also review all bulletins, RFIs, Change Orders, and other documents from the Construction of the Street Widening Project to ensure any unforeseen/change in conditions are incorporated into the design.

Task No. 4 Design Survey

TKE will conduct a conventional design survey of the project area. TKE previously provided Construction Survey Services to the City for the Street Widening Project and has horizontal and vertical survey control established for the project as well as new monumentation for the Sierra Avenue center line. Our crews will utilize our previous control file to conduct the field topography survey. Elevations will be tied to existing City benchmarks.

Our field survey crews will collect appropriate detail as required. Topography will extend from right-of-way to right-of-way along Sierra Avenue from Foothill Boulevard to approximately 50 feet north of Malaga Street with cross sections taken every 100 feet. Our crews will set 100-foot stationing along street centerlines and collect existing topography as needed to provide sufficient level of detail for precise design. The crew will also measure invert, top of cone and rim elevations for all existing manholes in the project area and invert and rim elevations for all drainage facilities. The crew will set temporary benchmarks within the project limits and each will be shown on the drawings.

We will perform field data collection surveys to obtain the location of utilities and other structures visible from the surface, electric poles, sidewalks, curb and gutter, fire hydrants, trees, and landscaping improvements along the project edges. We will perform subsurface investigation as needed to verify existing utilities' exact location and depth to avoid conflicts with proposed improvements. Photos of general conditions and features at all locations or issues requiring special attention will be taken and TKE will maintain in photo log in e files.

Task No. 5 Base Drawing Preparation

TKE proposes to utilize the drawing files from the Street Widening Project to prepare the base construction drawings on 24" by 36" sheets with the City's standard title block using AutoCAD Civil3D software, at a drawing scale of 1"=40'. The base construction drawings will include a plan view based on the accumulated conventional and aerial survey data. We will add the sheet north arrow, graphic scale, existing improvements and utilities (based on both assembled records and field data), property lines, public and private right-of-way, easement areas, assessor parcel numbers, street centerline, street names, building locations, water service locations; sewer manhole lids and water valve lids; cross gutters; driveways, pedestrian ramps; traffic stripes and legends; curb returns; details of private improvements, fences, gates, irrigation systems, mailboxes, trees and landscaping, and survey data to the

drawings. Once the base drawings are complete, we will perform a careful field review to ensure all underground facilities are shown correctly as well as review records from the construction of the Street Widening Project to ensure all field changes are incorporated.

Task No. 6 Hydrology/Hydraulic Analysis

TKE will utilize the hydrology/hydraulic analysis that were prepared for the Sierra Avenue Widening Project and the Cypress Avenue Storm Drain Project to prepare an updated analysis for the proposed storm drain extension. We will review the tributary areas within the project area analyzed as part of those reports and update as necessary to ensure the current conditions are captured correctly. TKE will develop catch basin hydrology using Rational Method calculations for 10- and 100-year events, determine inlet/catch basin locations, sizes, ponding depths, and flow-by rates, and identify preliminary connector pipe alignments for utility coordination. The results of the drainage study will be assembled in a summary report. The report will include an executive summary, an introduction (including discussions on study area limits, existing runoff patterns, existing land uses, existing and proposed drainage infrastructure, and design criteria), and study scope (including discussions on hydrology methods used and system hydraulics) in accordance with San Bernardino County Flood Control District standards. The study will include calculation tables, figures and references to existing reports necessary to support the report findings.

Task No. 7 60% Design

To assist with expediting the project, TKE will proceed directly into the 60% design. 60% Design will include preparation of preliminary construction drawings, preliminary technical specifications, and preliminary construction estimates based on bid items used for the Cypress Storm Drain Project. TKE will determine storm drain alignment and identify any potential utility crossings/conflicts and perform verify that required vertical and horizontal separation requirements can be met. TKE will optimize the design to minimize conflicts and relocations of existing utilities and minimize excavation depth to the extent possible.

Construction drawings will show proposed street and storm drain improvements including locations of proposed storm drainpipe, catch basins, junction structures, cross sections and details. Proposed improvements will be designed in accordance with the City's current design standards and specifications. For the drawings, it is estimated that we will prepare one title sheet, one construction notes sheet, two plan/profile sheets for the mainline, one profile sheet for lateral lines and one cross section/necessary detail sheet.

The title sheet shall include the title of the job, a vicinity map showing the City in relationship to surrounding communities, a location map showing the project limits, a list of abbreviations used, benchmark data, general notes, construction notes and quantities, an index for the drawings, list of utilities with phone numbers, and references on the City's standard title block.

The construction note sheet will show general construction notes and project specific requirements.

The plan/profile sheets will show proposed site including locations of proposed storm drain pipe, catch basins, local depressions, connector pipes, junction structures, manholes, pavement repair limits and any necessary replacement of street improvements for the proposed design. The profiles will show the proposed vertical alignment of the storm drain including stationing, pipe size, 100-year velocity/flow rates, 100-year hydraulic grade line (HGL), invert elevations at structures and inlets/laterals/connector pipes, pipe slope, manhole rim elevations and flagged elevations of utility crossings to ensure no conflicts.

Detail sheets will show any necessary cross sections, structure details, connection details, etc.

For the specifications, we will amend the City Standards Technical Provisions as required for the projects. The City standard specifications are supported by the Greenbook, State standard plans and specifications, and County Flood Control standards. The construction specifications will be prepared in Microsoft Word (2020 Version) format in accordance with City standards.

In addition, we will prepare quantity estimates for all proposed improvements prepared using an excel spreadsheet showing an itemized construction cost breakdown. Descriptions of work, unit prices, and quantities will be included in the spreadsheet.

Both the project specifications and cost estimates will be prepared in a similar manner to the Cypress Storm Drain Project to assist the City with negotiations with the Contractor to perform the additional work.

Task No. 8 Coordination with Agencies/Utilities

After 60% design is complete, plans will be sent to agencies having facilities in the project areas requesting that they verify their facilities are shown correctly and that they furnish any construction requirements they desire. We will highlight each agency's facilities and advise each of potential conflicts and relocation requirements. We will request that they respond within two weeks and we will follow up with telephone calls to confirm all agency requirements have been incorporated. We will document all conferences with utilities and agencies and copy the City via e-mail.

Task No. 9 60% Design Review Meeting

After the City has completed its review, we will meet with City staff to acquire Staff's comments.

Task No. 10 90% Design

90% design will include incorporation of City comments and final design.

90% Design will be submitted with a project summary memorandum together with an updated project schedule, additional stakeholder meeting summary, if needed, and internal plan review documentation.

Task No. 11 90% Design Review Meeting

After the City has completed its review, we will meet with City staff to acquire Staff's comments.

Task No. 12 Final Contract Documents

Final documents will include incorporation of City final comments, and final documents. Final documents will include mylars and hard copy specifications with signatures and electronic copies of final documents.

Task No. 13 Final Coordination with Agencies/Utilities

After the final drawings are approved by the City, we will again submit them to all agencies/utilities having underground facilities in the project area requesting that they verify their facilities are shown correctly and we will advise them of the project construction schedule and relocation requirements. In addition, we will coordinate final relocation prior to project commencement. We will document all meetings and conferences with utilities and agencies.

Task No. 14 Record Drawing Preparation

After the completion of construction, TKE will prepare as-built drawing based on any design revisions and field modifications made during construction.

Fee

TKE's fee to provide the scope of service described above is shown on the attached fee table breakdown. TKE will invoice monthly in accordance with our rate schedule and will not exceed our fee without prior approval from the City.

Thank you for the opportunity to submit our proposal to provide professional surveying services. If you have any questions, please contact me at (760) 895-1949.

Sincerely,



Terry Renner, P.E., P.L.S., Q.S.D.
Senior Vice President
TKE Engineering, Inc.

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.

City of Fontana
Engineering Services for Design of Sierra Avenue Storm Drain Extension

Fee Schedule Breakdown

Task No.	Task	Project Manager		Project Engineer		Hydrology/Hydraulic Specialist		Associate Engineer		Assistant Engineer		2-Man Survey Crew		Clerical		Total
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	\$
1.	Project Management	24	\$ 4,200	24	\$ 3,960		\$ -		\$ -		\$ -		\$ -	24	\$ 2,160	\$ 10,320
2.	Initial Kickoff Meeting	2	\$ 350	2	\$ 330		\$ -	2	\$ 310		\$ -		\$ -	4	\$ 360	\$ 1,350
3.	Records Research	2	\$ 350	4	\$ 660		\$ -	8	\$ 1,240		\$ -		\$ -	4	\$ 360	\$ 2,610
4.	Design Survey	2	\$ 350	4	\$ 660		\$ -		\$ -		\$ -	16	\$ 4,160		\$ -	\$ 5,170
5.	Base Construction Drawings	2	\$ 350	8	\$ 1,320		\$ -	24	\$ 3,720	40	\$ 5,800		\$ -		\$ -	\$ 11,190
6.	Hydrology/Hydraulic Analysis	8	\$ 1,400	24	\$ 3,960	40	\$ 6,400	56	\$ 8,680	64	\$ 9,280		\$ -	4	\$ 360	\$ 30,080
7.	60% Design	16	\$ 2,800	48	\$ 7,920	40	\$ 6,400	72	\$ 11,160	120	\$ 17,400		\$ -	16	\$ 1,440	\$ 47,120
8.	Coordination with Agencies/Utilities	4	\$ 700	8	\$ 1,320		\$ -	8	\$ 1,240		\$ -		\$ -	4	\$ 360	\$ 3,620
9.	60% Design Review Meeting	2	\$ 350	2	\$ 330		\$ -		\$ -		\$ -		\$ -	4	\$ 360	\$ 1,040
10.	90% Design	16	\$ 2,800	24	\$ 3,960	16	\$ 2,560	32	\$ 4,960	48	\$ 6,960		\$ -	8	\$ 720	\$ 21,960
11.	90% Design Review Meeting	2	\$ 350	2	\$ 330		\$ -		\$ -		\$ -		\$ -	4	\$ 360	\$ 1,040
12.	Final Contract Documents	8	\$ 1,400	16	\$ 2,640	8	\$ 1,280	16	\$ 2,480	16	\$ 2,320		\$ -	8	\$ 720	\$ 10,840
13.	Final Coordination with Agencies/Utilities	4	\$ 700	8	\$ 1,320		\$ -	8	\$ 1,240		\$ -		\$ -	4	\$ 360	\$ 3,620
14.	Record Drawings	2	\$ 350	4	\$ 660		\$ -		\$ -	8	\$ 1,160		\$ -	4	\$ 360	\$ 2,530
Subtotal:		94	\$ 16,450	178	\$ 29,370	104	\$ 16,640	226	\$ 35,030	296	\$ 42,920	16	\$ 4,160	88	\$ 7,920	\$ 152,490
																\$ 1,540
																\$ 154,030

Rates:

Project Manager	\$ 175 /HR
Project Engineer	\$ 165 /HR
Hydrology/Hydraulic Specialist	\$ 160 /HR
Associate Engineer	\$ 155 /HR
Assistant Engineer	\$ 145 /HR
Clerical	\$ 90 /HR
2-Man Survey Crew	\$ 260 /HR

Notes:
1.) Reimbursables Include Cost for Prints, Copies, Mileage, Etc.

TKE Engineering, Inc.



**CITY OF FONTANA
NON-COMPETITIVE SOURCE SELECTION JUSTIFICATION**

Contract/Req. No.:		Amendment No.:		Requestor:	Jeff Kim	Date:	2/18/26
Pre-Tax Amount:	\$ \$ 154,030.00	Tax:	\$	Freight:	\$	Total Amount:	\$ \$ 154,030.00
Vendor Name:	TKE Engineering, Inc						

FUNDING SOURCE AND AUTHORIZATION (check as applicable)

City Resources	<input checked="" type="checkbox"/>	Gov't Grant	<input type="checkbox"/>	Other	<input type="checkbox"/>			
Certifications:	Debarment⁴	<input type="checkbox"/>	Anti-Lobby⁵	<input type="checkbox"/>	Certificate(s) Attached	<input type="checkbox"/>	Not Applicable	<input checked="" type="checkbox"/>
Fund:	245/630			Object Code:	37603361			
Equipment Screening⁶:	Yes	<input type="checkbox"/>	Not Applicable	<input checked="" type="checkbox"/>	Title Vests: -			
Purchase Description:	Engineering design							

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 selection of TKE Engineering, Inc. is uniquely advantageous and critical to the project's success due to their prior role as the surveyor, sewer main designer, and construction manager for the Sierra Avenue Widening Project completed three years ago. By retaining the specific project staff who managed the original design and construction, the City gains access to irreplaceable institutional knowledge regarding the complex underground utility corridor and the existing storm drain connection points. This familiarity eliminates the "discovery phase" costs and risks typically associated with a new firm, as TKE possesses a pre-existing understanding of the site's hydraulic constraints and localized community concerns. Their established relationships with nearby business owners and residents will streamline the public outreach process and minimize construction-related grievances. Consequently, TKE is the only firm capable of delivering a design that ensures seamless integration with existing infrastructure while maintaining an expedited schedule and reducing the potential for costly utility conflicts during construction.

⁴ Applies to purchases under a Federal Grant equal to or more than \$25,000

⁵ Applies to purchases under a Federal Grant equal to or more than \$100,000

⁶ Applies to equipment purchases under a Federal Grant equal to or more than \$5,000

2. Price/Cost Analysis (ONLY APPLICABLE TO PURCHASES/CONTRACTS THAT EXCEED \$100,000):

The action taken in verifying price reasonableness is indicated below. Identify the method(s) listed below used to verify price reasonableness. Check one or more paragraphs below as applicable.

- Current price schedule (verifiable catalogue, published price list, etc.)
Schedule Name/No.: _____ Unit Price: \$ _____
Supplier Contact: _____ Date of Schedule: _____
- Previous purchase.
Supplier: _____ Unit Price: _____
PO No.: _____ PO Date: _____
- Similar item in related industry.
Price Source: _____ Unit Price: _____
Supplier: _____ Date: _____
- Any other Reasonable basis: **less than 10% of constr cost**

3. Small Business' Solicited (Federally Funded Procurements Only)

- Document whether Small Business, HUBZone Small Business, Small Disadvantaged Business, Women Owned Small Business or Service Disabled Veterans Owned Business or Veterans of Vietnam Era Owned Business concerns were solicited and, if not, why not.
 - Applicable Businesses' referenced above were solicited.
 - No Applicable Businesses referenced above were solicited because

-----Attach additional sheets as needed-----

Required Signatures:

Jeff Kim		02/18/2026
_____ Requestor Name (Print)	_____ Requestor Signature	_____ Date
Gia Kim		02/18/2026
_____ Department Director Name (Print)	_____ Department Director Signature	_____ Date



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0827

Agenda #: E.

Agenda Date: 3/10/2026

Category: Consent Calendar

FROM:

Police Department

SUBJECT:

Police Department Monthly Information Update

RECOMMENDATION:

Accept the Police Department monthly information update for December 2025.

COUNCIL GOALS:

- Operate in a businesslike manner by creating a memorable customer experience with every interaction.
- Increase citizen involvement by informing the public about issues, program, and accomplishments.
- Concentrate on Inter-governmental relations by establishing partnerships and positive working relationships with other public agencies providing services to residents and local businesses.

DISCUSSION:

The December 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

December 2025



NOTEWORTHY EVENTS

- Lieutenant Clabaugh hosted an Area 3 Area Commander Meeting at Palmetto Elementary School.
- Fontana Police Department participated in several Christmas events providing toys to children in our community.
- Lieutenant Zagorin hosted an Area 4 Area Commander Meeting at Southridge Middle School.
- Fontana Police Department served our seniors for a holiday lunch at the Senior Center.
- ICAC arrested several individuals for child exploitation.
- Fontana Police Department Traffic Unit hosted a multi-agency enforcement effort targeting commercial vehicle enforcement.
- Fontana police participated in "Operation Holiday Cheer" visiting local hospitals.
- Special Operations seized over 108 kilos of cocaine, 41 pounds of methamphetamine, 3 kilos of fentanyl, and recovered over 50 illegally possessed firearms.



CITYWIDE

- Priority 1 response time- 4:57 (Emergency calls like subject not breathing, shots fired, and other immediate risk to life/safety)
- Calls for service- 8,967
- Total arrests- 531
 - Hispanic- 361, White- 82 , Black- 73, All other races-15
- Total Group A Offenses- 589
 - Crimes Against Persons- 149
 - Crimes Against Property- 289
 - Crimes Against Society- 151



- Crimes Against Person- 149

- Homicide- 1
- Sex Offenses- 4
- Assault- 132
- Kidnapping- 3
- Other- 9

- Crimes Against Property- 289

- Robbery- 8
- Burglary- 30
- Larceny- 128
- Destruction of Property- 21
- Fraud- 27
- Possession of Stolen Property- 34
- Motor Vehicle Theft- 33
- Other Miscellaneous Property Crimes- 8

- Crimes Against Society- 151

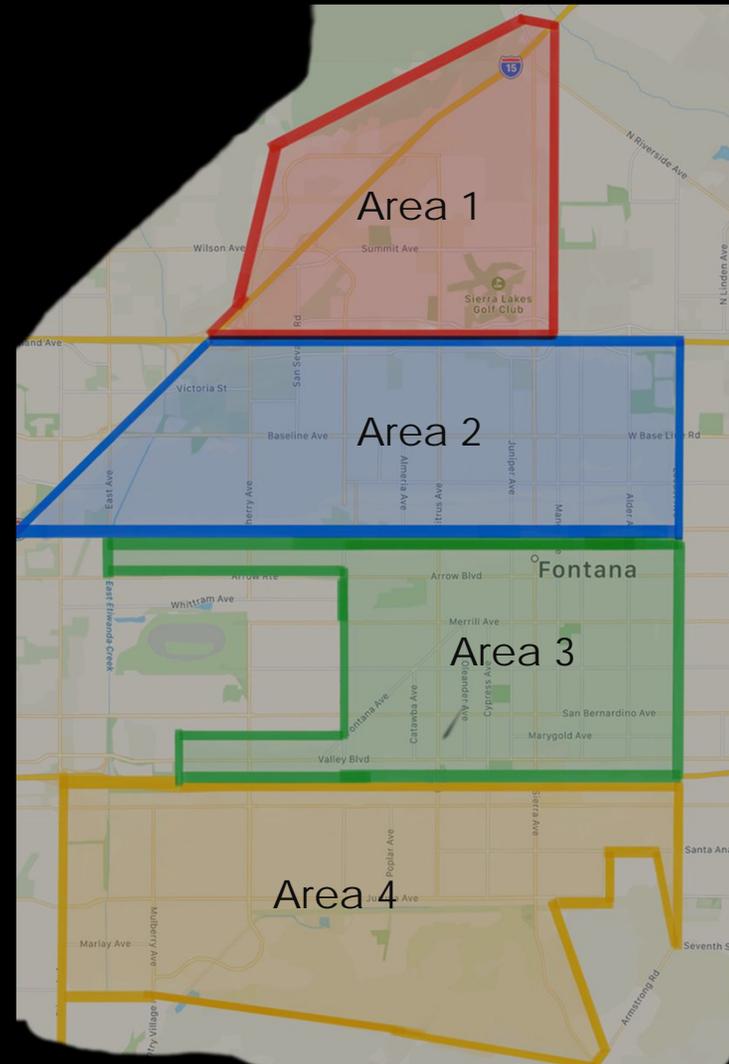
- Drug and Paraphernalia Possession- 126
- Possession of Child Pornography- 7
- Possession of Weapons- 17
- Other Miscellaneous Crimes- 1

CITYWIDE



CRIMES BY BEAT

- Police Department Beat system is NOT geographically the same as City Council representation Districts
- Beat 1- All area north of 210 Freeway
- Beat 2- All area south of 210 Freeway and north of Foothill
- Beat 3- All area south of Foothill and north of 10 Freeway
- Beat 4- All area south of the 10 Freeway



BEAT 1

AREA COMMANDER IS LIEUTENANT KYLE SLUSSER
EMAIL- KSLUSSER@FONTANACA.GOV
DESK- (909) 350-7716

- Total Group A Offenses- 63
- Crimes Against Persons- 20
- Crimes Against Property- 38
- Crimes Against Society- 5



BEAT 2

AREA COMMANDER IS LIEUTENANT MATT KRAUT
EMAIL- MKRAUT@FONTANACA.GOV
DESK- (909) 356-7142

- Total Group A Offenses- 137
- Crimes Against Persons- 40
- Crimes Against Property- 62
- Crimes Against Society- 35



BEAT 3

AREA COMMANDER IS LIEUTENANT ADAM CLABAUGH
EMAIL – ACLABAUGH@FONTANACA.GOV
DESK – (909) 350-7706

- Total Group A Offenses- 291

- Crimes Against Persons- 68
- Crimes Against Property- 121
- Crimes Against Society- 102



Beat 4

AREA COMMANDER IS LIEUTENANT KEITH ZAGORIN
EMAIL – KZAGORIN@FONTANACA.GOV
DESK – (909) 350-7707

- Total Group A Offenses- 98
- Crimes Against Persons- 21
- Crimes Against Property- 68
- Crimes Against Society- 9





ADDITIONAL USEFUL INFORMATION

- For more information regarding specific geographical crime data, visit www.crimemapping.com and enter your zip code
- Police Department information line- (909) 350-7740
- Police Department Dispatch non-emergency line- (909) 350-7700
- Anonymous crime reporting (909) 356-TIPS to leave a recorded message
- Report Graffiti on City Property- (909) 350-GONE
- Office of the Chief- (909) 350-7702 or mdorsey@fontanaca.gov



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0835

Agenda #: F.

Agenda Date: 3/10/2026

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Final Acceptance of the Construction of the Sierra Avenue Pavement Rehabilitation Project, San Bernardino Avenue to Valley Boulevard (SB-117-DE-23)

RECOMMENDATION:

Accept as complete the work performed by Onyx Paving Company for the Sierra Avenue Pavement Rehabilitation Project, San Bernardino Avenue to Valley Boulevard (SB-117-DE-23).

COUNCIL GOALS:

- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by 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 creating and promoting community through people, parks, and programs.

DISCUSSION:

On February 27, 2024, the City Council authorized the award of a construction contract to Onyx Paving Company in the amount of \$848,000.00 with a 10% contingency in the amount of \$84,800.00 for the Sierra Avenue Pavement Rehabilitation Project, San Bernardino Avenue to Valley Boulevard (PN 37600065). The improvement for the project consisted of mill and overlay of existing asphalt pavement and upgrading existing curb ramps to meet ADA compliance. The improvement will ultimately prolong the life of the streets within the project limits.

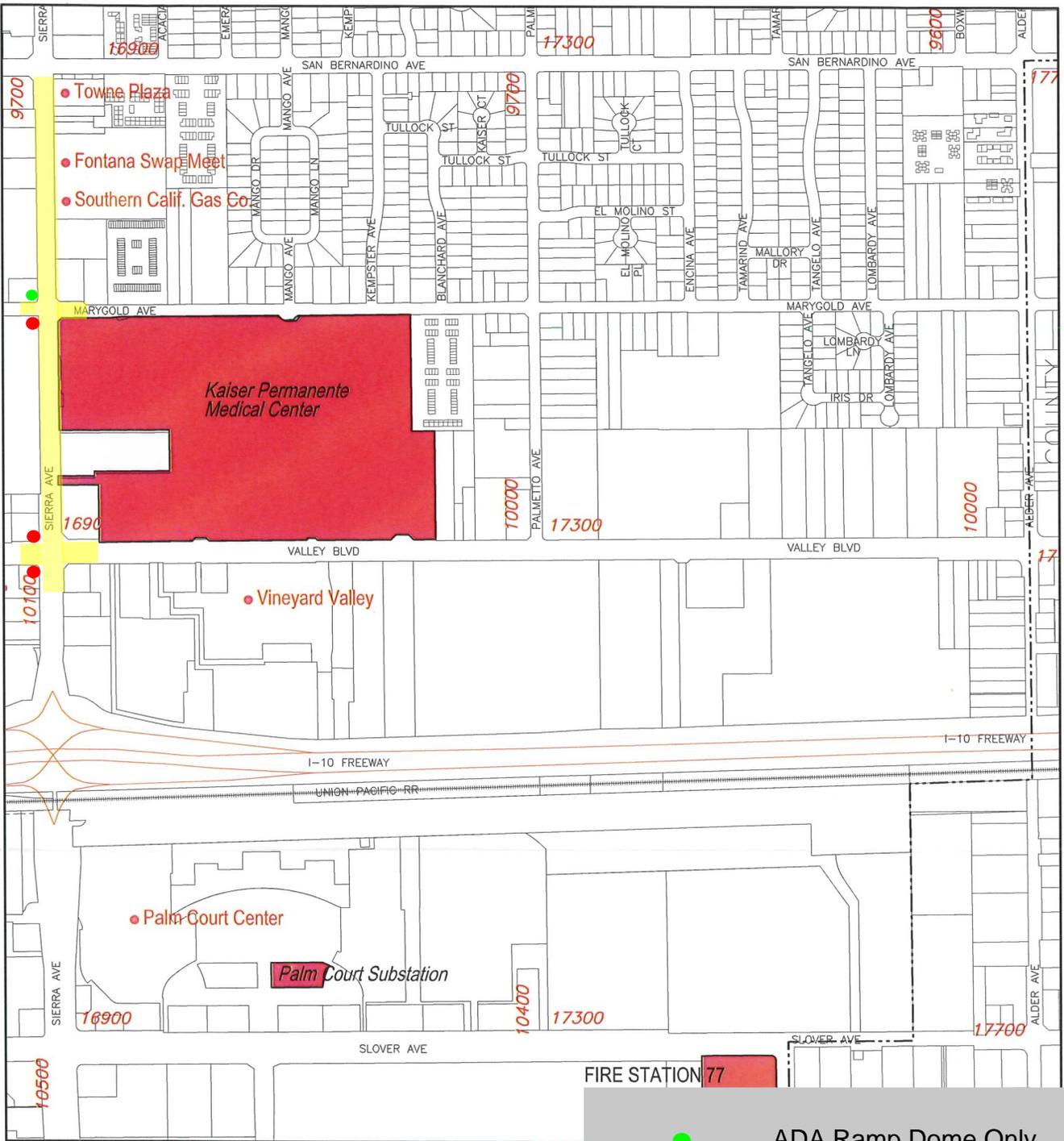
Onyx Paving Company completed the project on February 19, 2026. The project was successfully completed for the final amount of \$923,176.99, an increase of 8.9% from the original contract amount of \$848,000.00 and \$9,623.01 under the total authorized budget. All work has been completed to the satisfaction of the City of Fontana.

FISCAL IMPACT:

As part of the action to accept the construction of the Sierra Avenue Pavement Rehabilitation Project, San Bernardino Avenue to Valley Boulevard (#37600065) 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, Utilities and Streets Division.

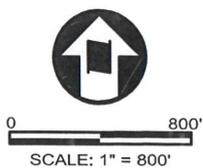
MOTION:

Approve staff recommendation.



41

48



- ADA Ramp Dome Only
- 2" Grind & Overlay
- ADA Ramp Remove & Replace



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0837
Agenda #: G.

Agenda Date: 3/10/2026
Category: Consent Calendar

FROM:
Finance

SUBJECT:
Resolution of Intent to form Community Facilities District No. 117 (Southridge).

RECOMMENDATION:

1. Adopt **Resolution No. 2026-012**, of the City Council of the City of Fontana of Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes.
2. Adopt **Resolution No. 2026-013**, of the City Council of the City of Fontana to Incur Bonded Indebtedness of the Proposed City of Fontana Community Facilities District No. 117 (Southridge).

COUNCIL GOALS:

- Practice sound fiscal management by developing long-term funding and debt management plans.

DISCUSSION:

KB Home Cal Management Services LLC have initiated the process to form a Community Facilities District for the purpose of financing the acquisition of certain public facilities that are eligible under the City financing goals and policies, namely sewer, storm drain, street improvements, landscaping, and development impact fees. The formation of the district will benefit the City by funding the infrastructure projects outside of the typical improvements that would be required for the project including a contribution for a project of community benefit. CFD bond funding will allow for infrastructure to be built at one time, reducing construction inconvenience for earlier residents and enhancing the overall community aesthetics.

The project consists of approximately 32.23 gross (20.01 net taxable acres) (255 residential lots), is located on the east side of Live Oak Avenue and south of Village Drive.

The proposed Rate and Method of Apportionment (RMA) includes rates to pay for bonded indebtedness and maintenance of street lighting, landscaping, and parks. Initial assigned residential rates are proposed as follows:

Land Use Class	Residential Floor Area	Bond Debt	Maint.	Total
1	2,175 sf or Greater	\$3,706	\$1,080	\$4,786
2	2,025 to less than 2,175 sf	\$3,435	\$1,080	\$4,515

3	1,875 to less than 2,025 sf	\$3,382	\$1,080	\$4,462
4	1,725 to less than 1,875 sf	\$3,184	\$1,080	\$4,264
5	Less than 1,725 sf	\$3,107	\$1,080	\$4,187

Sales prices for the homes have been estimated at \$606,800 to \$639,600. The proposed rates have been established to provide a total tax rate of less than 1.95% of the home value per City Policy.

The proposed rates for bonded indebtedness will support \$11 million of bonds, providing funds to finance \$9.2 million of facilities and/or fees. The proposed annual rates for maintenance of \$1,080 for all planning areas will be sufficient to fund the annual maintenance costs for street lighting, landscaping, and parks within and surrounding the area of the CFD. The rate also includes the maintenance costs related to the water quality system required by the State of California. The maximum annual tax rate for maintenance has been set at \$1,080 per unit for planning areas with 2% escalator per City Policy.

This action represents the first step in the process to establish the new district. Adoption of the proposed resolutions will set the public hearing for March 30, 2026. The levy of the proposed special taxes will be subject to the approval of the qualified electors of the new Community Facilities District at a special election.

The recommended action complies with the City Council's debt management objectives.

FISCAL IMPACT:

Most of the issuance costs are contingent upon the sale of the bonds and will be paid from proceeds. The developer has deposited \$75,000 with the city to pay for appraisal and miscellaneous costs that are non-contingent.

Annual debt service and maintenance costs will be paid from special taxes levied on the future homeowners within the district.

MOTION:

Approve staff recommendation.

RESOLUTION NO. 2026-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA OF INTENTION TO ESTABLISH A COMMUNITY FACILITIES DISTRICT PROPOSED TO BE NAMED CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 117 (SOUTHRIDGE) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN

WHEREAS, Section 53318 of the Mello-Roos Community Facilities Act of 1982 (the “Act”) provides that proceedings for the establishment of a community facilities district shall be instituted by a legislative body of a local agency when a petition requesting the institution of the proceedings signed by the owners of not less than 10% of the area of land proposed to be included within the community facilities district and not proposed to be exempt from the special tax, describing the boundaries of the territory that is proposed for inclusion in the area and specifying the type or types of facilities and services to be financed by the community facilities district is filed with the clerk of the legislative body;

WHEREAS, Section 53318 of the Act further provides that such a petition may not be acted upon until the payment of a fee in an amount that the legislative body determines, within 45 days of receiving such petition, is sufficient to compensate the legislative body for all costs incurred in conducting proceedings to create a community facilities district pursuant to the Act;

WHEREAS, the City Council (the “City Council”) of the City of Fontana (the “City”) has received from KB HOME Cal Management Services LLC (the “Landowner”), a written petition (the “Petition”), requesting the City Council to institute proceedings pursuant to the Act to establish a community facilities district (the “Community Facilities District”) and to authorize the Community Facilities District to levy a special tax within the Community Facilities District, describing the boundaries of the territory that is proposed for inclusion in the Community Facilities District and specifying the types of facilities and services to be financed by the Community Facilities District;

WHEREAS, in connection with such request to institute proceedings to establish the Community Facilities District, the Landowner paid a fee in an amount that the City Council has determined is sufficient to compensate the City Council for all cost incurred in conducting proceedings to create the Community Facilities District pursuant to the Act;

WHEREAS, the Landowner has represented and warranted to the City Council that the Landowner is the owner of 100% of the area of land proposed to be included within the Community Facilities District and not proposed to be exempt from the special tax;

WHEREAS, Section 53314.9 of the Act provides that, at any time either before or after the formation of a community facilities district, the legislative body may accept

advances of funds from any source, including, but not limited to, private persons or private entities and may provide, by resolution, for the use of those funds for any authorized purpose, including, but not limited to, paying any cost incurred by the local agency in creating a community facilities district;

WHEREAS, Section 53314.9 of the Act further provides that the legislative body may enter into an agreement, by resolution, with the person or entity advancing the funds, to repay all or a portion of the funds advanced, as determined by the legislative body, with or without interest, under all the following conditions: (a) the proposal to repay the funds is included in both the resolution of intention to establish a community facilities district adopted pursuant to Section 53321 of the Act and in the resolution of formation to establish a community facilities district pursuant to Section 53325.1 of the Act, (b) any proposed special tax is approved by the qualified electors of the community facilities district pursuant to the Act, and (c) any agreement shall specify that if the qualified electors of the community facilities district do not approve the proposed special tax, the local agency shall return any funds which have not been committed for any authorized purpose by the time of the election to the person or entity advancing the funds;

WHEREAS, the City and the Landowner have entered into the Deposit and Reimbursement Agreement, dated as of January 1, 2025 (the "Deposit Agreement"), which provides for the advancement of funds by the Landowner to be used to pay costs incurred in creating the Community Facilities District and the incurrence of bonded indebtedness thereby, and provides for the repayment to the Landowner of such funds advanced, without interest, from the proceeds of any such bonded indebtedness incurred by the Community Facilities District; and

WHEREAS, the City desires to include in this Resolution, in accordance with Section 53314.9 of the Act, the proposal to repay funds pursuant to the Deposit Agreement;

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

Section 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

Section 2. The City Council hereby finds that the Petition is signed by the landowners owning the requisite area of land proposed to be included within the Community Facilities District and not proposed to be exempt from the Special Tax.

Section 3. The City Council proposes to establish the Community Facilities District under the terms of the Act. The boundaries of the territory proposed for inclusion in the Community Facilities District are described in the map showing the proposed Community Facilities District (the "Boundary Map") on file in the office of the City Clerk of the City (the "City Clerk"), a copy of which is attached hereto as Exhibit A, which boundaries are hereby preliminarily approved and to which map reference is hereby

made for further particulars. The City Clerk is hereby directed to sign the original Boundary Map and record, or cause to be recorded, the Boundary Map with all proper endorsements thereon in the office of the San Bernardino County Recorder within 15 days of the date of adoption of this Resolution, all as required by Section 3111 of the California Streets and Highways Code.

Section 4. The name proposed for the Community Facilities District is “City of Fontana Community Facilities District No. 117 (Southridge)”.

Section 5. The public facilities (the “Facilities”) proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption “Facilities” on Exhibit B hereto, which is by this reference incorporated herein. Those Facilities proposed to be purchased as completed public facilities are identified under the caption “Facilities to be Purchased” on Exhibit B hereto. The services (the “Services”) proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption “Services” on Exhibit B hereto. The incidental expenses proposed to be incurred are identified under the caption “Incidental Expenses” on Exhibit B hereto. All or any portion of the Facilities may be financed through a financing plan, including, but not limited to, a lease, lease-purchase or installment-purchase arrangement.

Section 6. The City Council proposes that, except where funds are otherwise available, the Community Facilities District be authorized to annually levy within the Community Facilities District a special tax (the “Special Tax”) sufficient to pay for all Facilities and Services, secured by recordation of a continuing lien against all nonexempt real property in the Community Facilities District. The rate, method of apportionment and manner of collection of the Special Tax in sufficient detail to allow each landowner or resident within the proposed Community Facilities District to estimate the maximum amount that he or she will have to pay, is specified in the Rate and Method of Apportionment of Special Tax (the “Rate and Method”) attached hereto as Exhibit C, which is by this reference incorporated herein. The conditions under which the obligation to pay the Special Tax to be levied to pay for Facilities may be prepaid and permanently satisfied are specified in the Rate and Method. The Special Tax will be collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as the City Council shall determine, including direct billing of the affected property owners.

Section 7. The Special Tax may only finance the Services to the extent that they are in addition to those provided in the territory of the Community Facilities District before the Community Facilities District is created. The Services may not supplant services already available within that territory when the Community Facilities District is created. Bonds of the Community Facilities District may not be issued to fund any of the Services.

Section 8. The tax year after which no further Special Tax to pay for Facilities shall be levied against any parcel used for private residential purposes is specified in the Rate and Method. Under no circumstances shall the Special Tax to pay for Facilities

in any fiscal year against any parcel used for private residential purposes be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the Community Facilities District by more than 10% above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. For purposes of this paragraph, a parcel shall be considered “used for private residential purposes” not later than the date on which an occupancy permit for private residential use is issued. The Special Tax to pay for Services will be levied in perpetuity, as provided in the Rate and Method.

Section 9. Pursuant to Section 53344.1 of the Act, the City Council hereby reserves to itself the right and authority to allow any interested owner of property within the Community Facilities District, subject to the provisions of said Section 53344.1 and to those conditions as it may impose, and any applicable prepayment penalties as prescribed in the bond indenture or comparable instrument or document, to tender to the Community Facilities District treasurer in full payment or part payment of any installment of the Special Tax or the interest or penalties thereon that may be due or delinquent, but for which a bill has been received, any bond or other obligation secured thereby, the bond or other obligation to be taken at par and credit to be given for the accrued interest shown thereby computed to the date of tender.

Section 10. The City Council hereby fixes Tuesday, April 14, 2026, at 2:00 p.m., or as soon thereafter as the City Council may reach the matter, at 8437 Sierra Avenue, Fontana, California, as the time and place when and where the City Council will conduct a public hearing on the establishment of the Community Facilities District; provided, that, in the event the April 14, 2026 City Council meeting is held via teleconference and/or videoconference only, the means by which the public may observe such public hearing and offer public comment shall be prescribed in the notice and agenda for such City Council meeting.

Section 11. The City Clerk is hereby directed to publish, or cause to be published, a notice of said public hearing one time in a newspaper of general circulation published in the area of the proposed Community Facilities District. Publication of said notice shall be completed at least seven days prior to the date herein fixed for said public hearing. Said notice shall contain all of the information prescribed by Section 53322 of the Act.

Section 12. The authorization to levy the Special Tax shall be submitted to the qualified electors of the Community Facilities District at a special election. The proposed voting procedure shall be a vote by the landowners in the Community Facilities District conducted by mail or hand-delivered ballots, with each owner having one vote for each acre or portion of an acre such owner owns in the Community Facilities District.

Section 13. Each officer of the City who is or will be responsible for providing one or more of the proposed types of Facilities or Services is hereby directed to study, or cause to be studied, the proposed Community Facilities District and, at or before said public hearing, file a report with the City Council containing a brief description of the Facilities and Services by type that will in his or her opinion be required to adequately

meet the needs of the Community Facilities District, and his or her estimate of the cost of providing the Facilities and Services. Such officers are hereby also directed to estimate the fair and reasonable cost of the Facilities proposed to be purchased as completed public facilities and of the incidental expenses proposed to be paid. Such report shall be made a part of the record of said public hearing.

Section 14. The Landowner has heretofore advanced certain funds, and may advance additional funds, that have been or may be used to pay costs incurred in connection with the creation of the Community Facilities District and the incurrence of bonded indebtedness thereby. The City Council proposes to repay all or a portion of such funds so advanced, without interest, solely from the proceeds of such bonded indebtedness, pursuant to the Deposit Agreement. The Deposit Agreement is hereby incorporated herein as though set forth in full herein.

Section 15. All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the Community Facilities District, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

Section 16. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 17. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 10th day of March, 2026.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

Resolution No. 2026-012

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council of said City at a regular meeting thereof, held on the 10th day of March 2026, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk of the City of Fontana

Mayor of the City of Fontana

ATTEST:

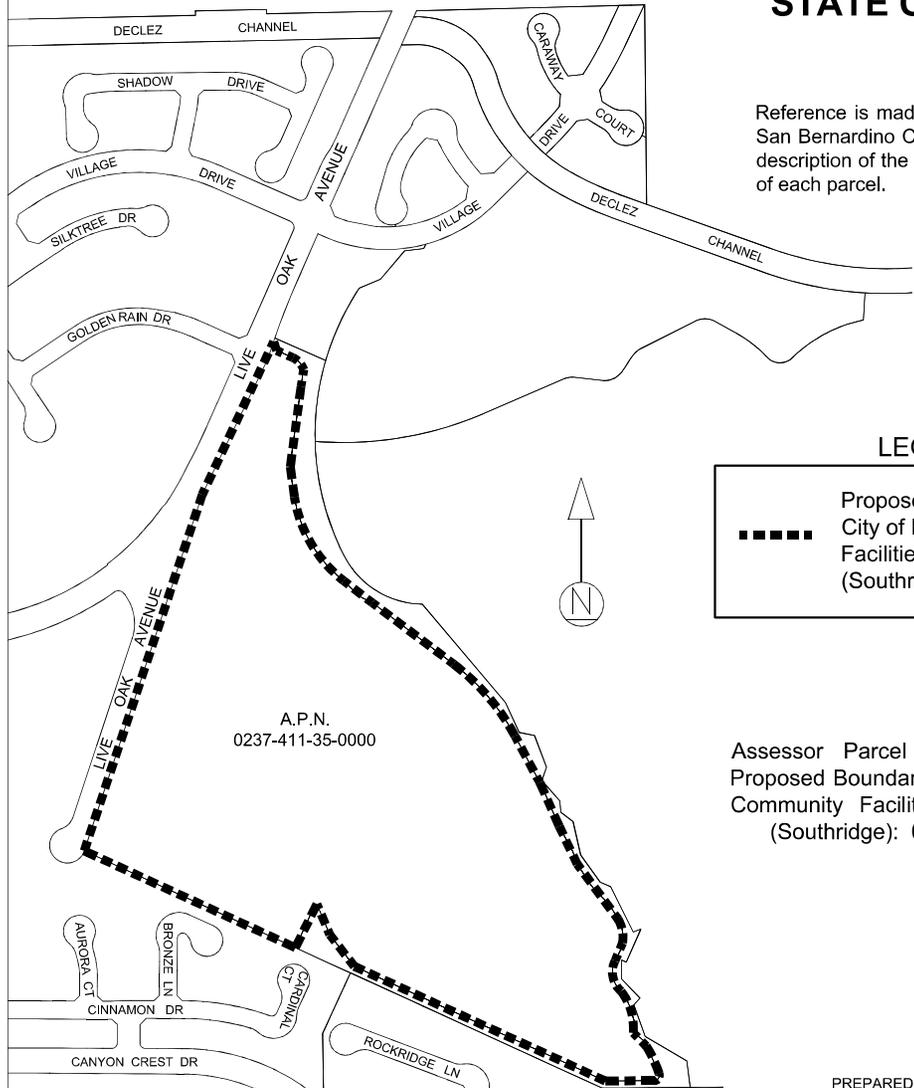
City Clerk

EXHIBIT A
BOUNDARY MAP

SHEET 1 OF 1

**PROPOSED BOUNDARIES OF
CITY OF FONTANA
COMMUNITY FACILITIES DISTRICT NO. 117 (SOUTHRIDGE)
CITY OF FONTANA, SAN BERNARDINO COUNTY
STATE OF CALIFORNIA**

Reference is made to the maps of the San Bernardino County Assessor for a description of the lines and dimensions of each parcel.



LEGEND

- - - - -
 Proposed Boundaries of
 City of Fontana Community
 Facilities District No. 117
 (Southridge)

Assessor Parcel Number within the Proposed Boundaries of City of Fontana Community Facilities District No. 117 (Southridge): 0237-411-35-0000

(1) Filed in the office of the Clerk of the City of Fontana this ____ day of _____ 2026.

 Germaine Key
 City Clerk
 City of Fontana, California

(2) I hereby certify that the within map showing the proposed boundaries of City of Fontana, Community Facilities District No. 117 (Southridge), San Bernardino County, State of California, was approved by the City Council of the City of Fontana at a regular meeting thereof, held on the ____ day of _____, 2026, by its Resolution No. _____.

 Germaine Key
 City Clerk
 City of Fontana, California

(3) San Bernardino County Recorder's Certificate

This map has been filed under Document Number _____, this ____ day of _____, 2026, at ____m., in Book _____ of Maps of Assessment and Community Facilities Districts at Page _____, in the office of the County Recorder in San Bernardino County, State of California, at the request of the City of Fontana in the amount of \$_____.

Josie Gonzales
 Assessor-Recorder-County Clerk
 San Bernardino County
 By: _____

Deputy Recorder

EXHIBIT B

FACILITIES, SERVICES AND INCIDENTAL EXPENSES

Facilities

The types of public facilities to be financed by the Community Facilities District are streets, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, sewers, storm drains, flood control facilities, fire protection facilities, police facilities, public facilities, library facilities, water distribution, treatment and storage facilities, dry utilities including natural gas electricity and telecommunications, and park and recreation facilities including trails and pathways, and land, landscaping, rights-of-way and easements necessary for any of such facilities and incidental expenses.

Facilities to be Purchased

The types of public facilities to be purchased as completed facilities are streets, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, sewers, storm drains, water distribution, treatment and storage facilities, dry utilities including natural gas electricity and telecommunications, and park and recreation facilities including trails and pathways, and land, landscaping, rights-of-way and easements necessary for any of such facilities and incidental expenses.

Services

The types of City services to be financed by the Community Facilities District are fire protection and suppression services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

Incidental Expenses

The incidental expenses proposed to be incurred include the following:

- (a) the cost of planning and designing public facilities to be financed, including the cost of environmental evaluations of those facilities;
- (b) the costs associated with the creation of the Community Facilities District, issuance of bonds, determination of the amount of taxes, collection of taxes, payment of taxes, or costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District; and
- (c) any other expenses incidental to the construction, completion, and inspection of the authorized work.

EXHIBIT C

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

**RATE AND METHOD OF APPORTIONMENT FOR
COMMUNITY FACILITIES DISTRICT NO. 117 (SOUTHRIDGE)
CITY OF FONTANA, COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in City of Fontana Community Facilities District No. 117 (Southridge) ("CFD No. 117") and collected each Fiscal Year commencing in Fiscal Year 2026-2027, in an amount determined by the City Council of the City of Fontana, through the application of the Rate and Method of Apportionment as described below. All of the real property in CFD No. 117, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area expressed in acres of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County map or the land area calculated to the reasonable satisfaction of the CFD Administrator using the boundaries set forth on such map or plan. For residential dwelling units within a condominium plan, the Acres applicable to each residential dwelling unit shall be determined by dividing (i) the Acres of the underlying lot or parcel on which the residential dwelling unit is constructed or to be constructed, by (ii) the total number of residential dwelling units constructed or to be constructed on such lot or parcel. The square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 (commencing with Section 53311) of the California Government Code.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 117, including but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 117 or any designee thereof of complying with arbitrage rebate requirements with respect to the Special Tax and CFD No. 117 Bonds; the costs to the City, CFD No. 117 or any designee thereof of complying with disclosure requirements of the City, CFD No. 117 or obligated persons associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 117, or any designee thereof related to the reduction of the Assigned Facilities Special Tax and Backup Facilities Special Tax in accordance with Section C.1 herein; the costs of the City, CFD No. 117 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses related to CFD No. 117 Bonds. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 117 for any other administrative purposes of CFD

No. 117, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor" means the Assessor of the County.

"Assessor's Parcel" means a lot or parcel to which an Assessor's parcel number is assigned as determined from an Assessor's Parcel Map or the applicable assessment roll.

"Assessor's Parcel Map" means an official map of the Assessor designating parcels by Assessor's Parcel number.

"Assigned Facilities Special Tax" means the applicable Facilities Special Tax for (i) Residential Property as determined in accordance with Section C.1.a.(2) herein, and (ii) Non-Residential Property as determined in accordance with Section C.1.a.(3) herein.

"Authorized Facilities" means those facilities eligible to be funded by CFD No. 117.

"Authorized Services" means those services eligible to be funded by CFD No. 117 in accordance with the Act, namely, fire protection and suppression services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

"Backup Facilities Special Tax" means the Facilities Special Tax applicable to each Assessor's Parcel of Developed Property, as determined in accordance with Section C.1.a.(4) herein.

"Buildout" means, for CFD No. 117, that all expected building permits for residential dwelling units and/or non-residential development to be constructed within CFD No. 117 have been issued, as determined by the CFD Administrator.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement for Facilities and the Special Tax Requirement for Services, providing for the levy and collection of the Special Taxes, and performing other duties as set forth herein.

"CFD No. 117" means City of Fontana Community Facilities District No. 117 (Southridge).

"CFD No. 117 Bonds" means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 117 and secured by the Facilities Special Tax levy on property within the boundaries of CFD No. 117 under the Act.

"City" means the City of Fontana, California.

"Contractual Impositions" means (a) a voluntary contractual assessment established and levied on an Assessor's Parcel pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.10 *et seq.*), as amended from time to time, (b) a special tax established and levied on an Assessor's Parcel pursuant to Section 53328.1 of the California Government Code and related provisions of the Act, as amended from time to time, and (c) any other fee, charge, tax or assessment established and levied on an individual Assessor's Parcel pursuant to a contractual agreement or other voluntary consent by the owner thereof.

"Council" means the City Council of the City acting as the legislative body of CFD No. 117.

"County" means the County of San Bernardino.

"Developed Property" means, for each Fiscal Year, (i) with respect to the Facilities Special Tax, all Taxable Property, exclusive of Taxable Public Property and Taxable Property Owner Association Property, for which a building permit for new construction, other than the construction of a garage, parking lot, or parking structure, was issued after January 1, 2026 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Facilities Special Taxes are being levied, and (ii) with respect to the Services Special Tax, all Taxable Property, exclusive of Taxable Public Property and Taxable Property Owner Association Property, (a) for which the Final Residential Subdivision was recorded prior to the Fiscal Year for which the Services Special Taxes are being levied, or (b) for which a building permit has been issued with respect to Non-Residential Property on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Services Special Taxes are being levied.

"Facilities Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property within CFD No. 117 to fund the Special Tax Requirement for Facilities, as set forth in Section C.1 herein.

"Final Residential Subdivision" means a Final Subdivision that creates individual lots for which building permits may be issued for residential dwelling units without further subdivision of such property.

"Final Subdivision" means (i) a subdivision of property by recordation of a final map, parcel map, or lot line adjustment approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots or parcels for which building permits may be issued, or (ii) for condominiums, a final map approved by the City and a condominium plan recorded pursuant to California Civil Code Section 4285 that creates an individual lot(s) for which a building permit(s) may be issued without further subdivision. The term "Final Subdivision" shall not include any Assessor's Parcel Map or subdivision map or portion thereof that does not create individual lots for which a building permit may be issued, including Assessor's Parcels that are designated as remainder parcels. Notwithstanding the above, a condominium plan for which one or more building permits have been issued, but no individual lots have been created for such building permits, shall be considered a Final Subdivision, and the portion of the condominium plan for which building permits have been issued shall be defined as Developed Property.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Indenture" means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which CFD No. 117 Bonds are issued, as modified, amended and/or supplemented from time to time.

"Land Use Class" means any of the classes listed in Table 1 or Table 2 herein.

"Lower Income Households Welfare Exemption Property" means, for each Fiscal Year, an Assessor's Parcel within the boundaries of CFD No. 117 that is subject to a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the County's assessment roll finalized as of the last preceding January 1.

"Maximum Facilities Special Tax" means the maximum Facilities Special Tax, determined in accordance with Section C.1 herein, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Maximum Services Special Tax" means the maximum Services Special Tax, determined in accordance with Section C.2 herein, that can be levied in any Fiscal Year on any Assessor's Parcel of Developed Property.

"Minimum Sale Price" means the minimum price at which any parcel in a given Land Use Class has sold or is expected to be sold in a normal marketing environment and shall not include prices for such parcels that are sold at a discount to expected sales prices for the purpose of stimulating the initial sales activity with respect to such Land Use Class.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued by the City permitting the construction of one or more non-residential structures or facilities.

"Outstanding Bonds" means all CFD No. 117 Bonds which are outstanding under the Indenture.

"Price Point Consultant" means any consultant or firm of such consultants selected by CFD No. 117 that (a) has substantial experience in performing price point studies for residential dwelling units within community facilities districts or otherwise estimating or confirming pricing for residential dwelling units in community facilities districts, (b) has recognized expertise in analyzing economic and real estate data that relates to the pricing of residential dwelling units in community facilities districts, (c) is in fact independent and not under the control of CFD No. 117 or the City, (d) does not have any substantial interest, direct or indirect, with or in (i) CFD No. 117, (ii) the City, (iii) any owner of real property in CFD No. 117, or (iv) any real property in CFD No. 117, and (e) is not connected with CFD No. 117 or the City as an officer or employee thereof, but who may be regularly retained to make reports to CFD No. 117 or the City.

"Price Point Study" means a price point study or a letter updating a previous price point study prepared by the Price Point Consultant pursuant to Section C herein.

"Property Owner Association Property" means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 117 for which the owner of record, as determined from the County's assessment roll for the Fiscal Year in which the Special Tax is being levied, is a property owner's association, including any master or sub-association, or (ii) any property located in a Final Subdivision that was recorded as of the January 1 preceding the Fiscal Year in which the Special Tax is being levied and which, as determined from such Final Subdivision, is or will be open space, a common area recreation facility, or a private street. Notwithstanding the foregoing, any property previously classified as Developed Property and subsequently owned in fee or by easement, or dedicated to, a property owner association, including any master or sub-association, shall remain classified as Developed Property.

"Proportionately" means that the ratio of the actual Facilities Special Tax levy to the Assigned Facilities Special Tax is equal for all Assessor's Parcels of Developed Property, and that the ratio of the actual Services Special Tax levy to the Maximum Services Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Facilities Special Tax levy per Acre to the Maximum Facilities Special Tax per Acre is equal for all Assessor's Parcels of Undeveloped Property. The term "Proportionately" shall similarly be applied to other categories of Taxable Property as listed in Section D herein.

"Public Property" means, for each Fiscal Year, any property within the boundaries of CFD No. 117 that is (i) owned by, irrevocably offered or dedicated to the federal government, the State, the

County, the City, or any local government or other public agency, provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by a public utility easement making impractical its use for any purpose other than that set forth in the easement.

"Rate and Method of Apportionment" means this Rate and Method of Apportionment for CFD No. 117.

"Residential Floor Area" means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area for an Assessor's Parcel shall be as set forth in the building permit(s) issued for such Assessor's Parcel and/or as set forth in the appropriate records kept by the Building and Safety Department of the City, or other applicable City department, as determined by the CFD Administrator.

"Residential Property" means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued by the City permitting the construction thereon of one or more residential dwelling units.

"Services Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property within CFD No. 117 to fund the Special Tax Requirement for Services, as set forth in Section C.2 herein.

"Special Tax" or "Special Taxes" means the Facilities Special Tax and/or Services Special Tax, as applicable.

"Special Tax Requirement for Facilities" means, for any Fiscal Year, that amount required, after taking into account available amounts held in the funds and accounts under the Indenture, for the following items: (i) debt service on all Outstanding Bonds due in the calendar year commencing in such Fiscal Year; (ii) periodic costs with respect to the CFD No. 117 Bonds, including but not limited to, costs of credit enhancement and federal rebate payments due in the calendar year commencing in such Fiscal Year; (iii) pay all or a portion of Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) without duplicating any amounts described in clause (iv), above, reasonably anticipated Facilities Special Tax delinquencies based on the delinquency rate for the Facilities Special Tax in the previous Fiscal Year, as said levy for delinquencies shall be limited by the Act; and (vi) pay directly for the acquisition or construction of Authorized Facilities, provided that the inclusion of such amount does not increase the Facilities Special Tax levy beyond the first step in Section D.1 herein.

"Special Tax Requirement for Services" means that amount required in any Fiscal Year for CFD No. 117 to (i) pay directly for the Authorized Services; (ii) pay Administrative Expenses not funded through the Special Tax Requirement for Facilities as determined by the CFD Administrator; (iii) pay for reasonably anticipated Services Special Tax delinquencies based on the delinquency rate for the Services Special Tax levy in the previous Fiscal Year; less (iv) a credit for funds available to reduce the annual Services Special Tax levy, as determined by the CFD Administrator, so long as the amount required is not less than zero.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 117 which are not exempt from the Special Tax pursuant to applicable law or Section E herein.

"Taxable Property Owner Association Property" means all Assessor's Parcels of Property Owner Association Property that are not exempt pursuant to Section E herein.

"Taxable Public Property" means all Assessor's Parcels of Public Property that are not exempt pursuant to Section E herein.

"Total Tax Burden" means, for a parcel of residential property within a Land Use Class, for the Fiscal Year in which Total Tax Burden is being calculated, the sum of (a) the Assigned Facilities Special Tax for such Fiscal Year, plus (b) the Maximum Services Special Tax for such Fiscal Year, plus (c) the *ad valorem* property taxes, special assessments, special taxes for any overlapping community facilities districts, and any other governmental fees, charges (other than fees or charges for services such as sewer and trash), taxes and assessments (which, for purposes of clarity, do not include Contractual Impositions) collected by the County on *ad valorem* tax bills and that the CFD Administrator estimates would be levied or imposed on such residential property in such Fiscal Year if the residential dwelling unit thereon or therein had been completed and sold, and was subject to such fees, charges, taxes and assessments in such Fiscal Year.

"Trustee" means the trustee or fiscal agent under the Indenture.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Public Property or Taxable Property Owner Association Property.

Please refer to additional definitions in Section H herein relating to the Prepayment of Facilities Special Tax.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, commencing with Fiscal Year 2026-2027, all Taxable Property within CFD No. 117 shall be classified as Developed Property, Undeveloped Property, Taxable Public Property or Taxable Property Owner Association Property, and shall be subject to Special Taxes in accordance with this Rate and Method of Apportionment determined pursuant to Sections C and D herein.

C. MAXIMUM SPECIAL TAX RATE

1. Facilities Special Tax

At least 30 days prior to the issuance of the first series of CFD No. 117 Bonds, the Assigned Facilities Special Tax for Residential Property (set forth in Table 1 below) shall be analyzed in accordance with and subject to the conditions set forth in this Section C. At such time, the CFD Administrator shall request the Price Point Consultant to prepare a Price Point Study setting forth the Minimum Sale Price of residential property within each Land Use Class. If based upon such Price Point Study the CFD Administrator calculates that the Total Tax Burden applicable to one or more Land Use Classes of residential property constructed or to be constructed within CFD No. 117 shall exceed 1.95% of the Minimum Sale Price of such residential property constructed or to be constructed within CFD No. 117, the CFD Administrator shall reduce the Assigned Facilities Special Tax to the extent necessary to cause the Total Tax Burden that shall apply to residential property within such Land Use Class(es) to not exceed 1.95% of the Minimum Sale Price of such residential property. Each Assigned Facilities Special Tax reduction for a Land Use Class shall be calculated separately, and it shall not be required that such reduction be proportionate among Land Use Classes. In connection with any reduction in the Assigned Facilities Special Tax for Residential Property, the CFD Administrator shall also reduce the Assigned Facilities Special Tax for Non-Residential in accordance with Section C.1.a.(3) herein, and the Backup Facilities Special Tax in accordance with Section C.1.a.(4) herein. Upon determining the reductions, if any, in the

Assigned Facilities Special Tax and Backup Facilities Special Tax required pursuant to this Section C, the CFD Administrator shall complete the Certificate to Amend Facilities Special Tax substantially in the form attached hereto as Exhibit A (the “Certificate to Amend”) and shall execute such completed Certificate to Amend and shall deliver such Certificate to Amend to CFD No. 117. Upon receipt thereof, if in satisfactory form, CFD No. 117 shall execute such Certificate to Amend. The reduced Assigned Facilities Special Tax and Backup Facilities Special Tax specified in such Certificate to Amend shall become effective upon the execution of such Certificate to Amend by CFD No. 117. The Assigned Facilities Special Tax and Backup Facilities Special Tax reductions permitted pursuant to this Section C shall be reflected in an amended notice of Special Tax lien which CFD No. 117 shall cause to be recorded with the San Bernardino County Recorder as soon as practicable after execution of the Certificate to Amend by CFD No. 117. If based upon such Price Point Study the CFD Administrator calculates that the Total Tax Burden applicable to each Land Use Class of residential property constructed or to be constructed within CFD No. 117 does not exceed 1.95% of the Minimum Sale Price of each such Land Use Class of residential property constructed or to be constructed within CFD No. 117, then there shall be no reduction in the Assigned Facilities Special Tax, nor shall there be a reduction in the Backup Facilities Special Tax.

a. Developed Property

(1). Maximum Facilities Special Tax

The Maximum Facilities Special Tax for each Assessor's Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Facilities Special Tax or (ii) the amount derived by application of the Backup Facilities Special Tax.

(2). Assigned Facilities Special Tax for Residential Property

Residential Property shall be assigned to Land Use Classes 1 through 5 as listed in Table 1 below based on the Residential Floor Area associated with each such residential dwelling unit. The Assigned Facilities Special Tax that shall be levied in any Fiscal Year for each Land Use Class is shown below in Table 1 and shall not be subject to escalation.

Table 1
Assigned Facilities Special Tax for Residential Property
City of Fontana CFD No. 117 (Southridge)

Land Use Class	Description	Residential Floor Area (square feet)	Assigned Facilities Special Tax
1	Residential Property	2,175 or greater	\$3,706 per unit
2	Residential Property	2,025 to less than 2,175	\$3,435 per unit
3	Residential Property	1,875 to less than 2,025	\$3,382 per unit
4	Residential Property	1,725 to less than 1,875	\$3,184 per unit
5	Residential Property	Less than 1,725	\$3,107 per unit

(3). Assigned Facilities Special Tax for Non-Residential Property

The Assigned Facilities Special Tax for an Assessor’s Parcel of Non-Residential Property shall equal the lesser of (a) \$42,665 per Acre, or (b) in connection with any reduction in

the Assigned Facilities Special Tax as set forth in Section C.1 herein, the amount per Acre calculated pursuant to the formula below:

$$\text{RAFST} = \text{AFST} \div \text{ATP}$$

These terms have the following meaning:

RAFST = the reduced Assigned Facilities Special Tax for Non-Residential Property

AFST = The total estimated Assigned Facilities Special Tax levy for CFD No. 117 based on the reduced Assigned Facilities Special Taxes for Developed Property permitted pursuant to Section C.1 herein which could be levied on all expected development assuming Buildout of CFD No. 117.

ATP = The sum of the Acreage of all Taxable Property within a Final Subdivision (assuming Buildout) within CFD No. 117 (after excluding Public Property and Property Owner Association Property as set forth in Section E.1 herein).

(4). Backup Facilities Special Tax

The Backup Facilities Special Tax for an Assessor's Parcel of Developed Property shall equal the lesser of (a) \$50,190 per Acre, or (b) in connection with any reduction in the Assigned Facilities Special Tax as set forth in Section C.1 herein, the amount per Acre calculated pursuant to the formula below:

$$\text{BFST} = \text{AFST} \div \text{ATP}$$

These terms have the following meaning:

BFST = the reduced Backup Facilities Special Tax

AFST = The total estimated Assigned Facilities Special Tax levy for CFD No. 117 based on the reduced Assigned Facilities Special Taxes for Developed Property permitted pursuant to Section C.1 herein which could be levied on all expected development assuming Buildout of CFD No. 117.

ATP = The sum of the Acreage of all Taxable Property within a Final Subdivision (assuming Buildout) within CFD No. 117 (after excluding Public Property and Property Owner Association Property as set forth in Section E.1 herein) multiplied by 85%.

Furthermore, all Assessors' Parcels within CFD No. 117 shall be relieved simultaneously and permanently from the obligation to pay and disclose the Backup Facilities Special Tax if the CFD Administrator calculates that (i) the annual debt service required for the Outstanding Bonds, when compared to the Assigned Facilities Special Tax that shall be levied against all Assessors' Parcels of Developed Property in CFD No. 117 results in 110% debt service coverage (i.e., the Assigned Facilities Special Tax that shall be levied against all Developed Property in CFD No. 117 in each remaining Fiscal Year based on the then existing development is at least equal to the sum of (a) 1.10 times the debt service necessary to support the remaining Outstanding Bonds in each corresponding Fiscal Year, and (b) Administrative Expenses), and (ii) all authorized CFD No. 117 Bonds have already been issued or the Council has covenanted that it shall not issue any additional CFD No. 117 Bonds (except refunding bonds) to be supported by the Facilities Special Tax in CFD No. 117.

(5). Multiple Land Uses

In some instances an Assessor's Parcel may contain both Developed Property and Undeveloped Property. In such cases, the Acreage of the Assessor's Parcel shall be allocated between Developed Property and Undeveloped Property based on the portion of the Assessor's Parcel for which building permits had been issued prior to May 1 of the prior Fiscal Year and the portion of the Assessor's Parcel for which building permits had not been issued prior to May 1 of the prior Fiscal Year.

Furthermore, Developed Property may contain more than one Land Use Class. In such cases, the Acreage that is considered Developed Property shall be allocated between Residential Property and Non-Residential Property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Maximum Facilities Special Tax that can be levied on such Assessor's Parcel shall be the sum of the Maximum Facilities Special Tax that can be levied on each type of property located on that Assessor's Parcel.

The CFD Administrator's allocation to each type of property shall be final.

b. Undeveloped Property, Taxable Public Property, and Taxable Property Owner Association Property

The Maximum Facilities Special Tax for each Assessor's Parcel of Undeveloped Property, Taxable Public Property, and Taxable Property Owner Association Property shall be \$50,190 per Acre and shall not be subject to escalation and shall therefore remain the same in every Fiscal Year.

2. Services Special Tax

For purposes of the Services Special Tax, an Assessor(s) Parcel of Developed Property within a Final Residential Subdivision shall be assigned to Land Use Class 1, as identified in Table 2 below. Non-Residential Property shall be assigned to Land Use Class 2. Furthermore, the Services Special Tax levied against each Assessor's Parcel within a Final Residential Subdivision shall be based on the number of residential dwelling units for which building permits have been issued or are expected to be issued for such Assessor's Parcel, as determined by the CFD Administrator based on such Final Residential Subdivision or other available documents.

a. Maximum Services Special Tax

The Fiscal Year 2026-2027 Maximum Services Special Tax for each Land Use Class of Developed Property is shown below in Table 2.

Table 2
Maximum Services Special Tax for Developed Property
City of Fontana CFD No. 117 (Southridge)

Land Use Class	Description	Fiscal Year 2026-2027 Maximum Services Special Tax
1	Final Residential Subdivision	\$1,080.45 per unit
2	Non-Residential Property	\$13,765.00 per Acre

b. Increase in the Maximum Services Special Tax

The Maximum Services Special Tax in Table 2 above shall be applicable for Fiscal Year 2026-2027, and shall increase thereafter, commencing on July 1, 2027, and on each July 1 thereafter by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

c. Multiple Land Uses

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. In such cases, the Acreage of Developed Property shall be allocated between Residential Property and Non-Residential Property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Maximum Services Special Tax that can be levied on such Assessor's Parcel shall be the sum of the Maximum Services Special Tax that can be levied on each type of property located on that Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

1. Facilities Special Tax

Commencing with Fiscal Year 2026-2027, and for each following Fiscal Year, the CFD Administrator shall determine the Special Tax Requirement for Facilities and shall provide for the levy of the Facilities Special Tax each Fiscal Year as follows:

First: The Facilities Special Tax shall be levied on each Assessor's Parcel of Developed Property in an amount equal to 100% of the applicable Assigned Facilities Special Tax;

Second: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first step has been completed, the Facilities Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the Maximum Facilities Special Tax for Undeveloped Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first two steps have been completed, then the levy of the Facilities Special Tax on each Assessor's Parcel of Developed Property whose Maximum Facilities Special Tax is determined through the application of the Backup Facilities Special Tax shall be increased in equal percentages from the Assigned Facilities Special Tax up to the Maximum Facilities Special Tax for each such Assessor's Parcel;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first three steps have been completed, then the Facilities Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property and Taxable Property Owner Association Property at up to 100% of the Maximum Facilities Special Tax for Taxable Public Property and Taxable Property Owner Association Property, as needed to satisfy the Special Tax Requirement for Facilities.

Notwithstanding the above, the CFD Administrator shall, in any Fiscal Year, calculate a levy Proportionately less than 100% of the Assigned Facilities Special Tax in step one (above), when (i) the CFD Administrator is no longer required to provide for the levy of the Facilities Special Tax pursuant to steps two through four above in order to meet the Special Tax Requirement for Facilities; and (ii) all authorized CFD No. 117 Bonds have already been issued or the Council has covenanted that it shall not issue any additional CFD No. 117 Bonds (except refunding bonds) to be supported by the Facilities Special Tax.

Further notwithstanding the above, under no circumstances shall the Facilities Special Tax levied in any Fiscal Year against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued (in accordance with Section 53321(d)(3) of the California Government Code), be increased as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 117 by more than ten percent above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults. To the extent that the levy of the Facilities Special Tax on Residential Property is limited by the provision in the previous sentence, the levy of the Facilities Special Tax on each Assessor's Parcel of Non-Residential Property shall continue in equal percentages up to 100% of the applicable Maximum Facilities Special Tax.

2. Services Special Tax

Commencing with Fiscal Year 2026-2027, and for each following Fiscal Year, the CFD Administrator shall determine the Special Tax Requirement for Services and shall levy the Services Special Tax Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Services Special Tax as needed to satisfy the Special Tax Requirement for Services;

E. EXEMPTIONS

1. Facilities Special Tax

No Facilities Special Tax shall be levied on up to 12.22 Acres of Public Property and/or Property Owner Association Property in CFD No. 117. Tax-exempt status shall be assigned by the CFD Administrator in the chronological order in which property in CFD No. 117 becomes Public Property or Property Owner Association Property. However, should an Assessor's Parcel no longer be classified as Public Property or Property Owner Association Property, it shall, from that point forward, be subject to the Facilities Special Tax.

Notwithstanding the above, an Assessor's Parcel in CFD No. 117 that is transferred to a public agency or property owner's association prior to the issuance of the first series of CFD No. 117 Bonds that causes the Acreage of Public Property and Property Owner Association Property to exceed the 12.22 Acreage limit that can be designated by the CFD Administrator under this Section E.1 shall also be exempted from paying the Facilities Special Tax.

Public Property or Property Owner Association Property that is not exempt from the Facilities Special Tax under this Section E.1 shall be subject to the levy of the Facilities Special Tax and shall be taxed Proportionately as part of the fourth step in Section D herein, at up to 100% of the applicable Maximum Facilities Special Tax for Taxable Public Property and Taxable Property Owner Association Property.

In addition, no Facilities Special Tax shall be levied on Lower Income Households Welfare Exemption Property, provided that if, in any Fiscal Year, applicable law does not require that an Assessor's Parcel that is Lower Income Households Welfare Exemption Property be exempt from the Facilities Special Tax, then the Facilities Special Tax shall be levied on such Assessor's Parcel in accordance with this Rate and Method of Apportionment as if such Assessor's Parcel were not classified as Lower Income Households Welfare Exemption Property.

2. Services Special Tax

No Services Special Tax shall be levied on Undeveloped Property, Taxable Public Property, Taxable Property Owner Association Property, Public Property, or Property Owner Association Property.

In addition, no Services Special Tax shall be levied on Lower Income Households Welfare Exemption Property, provided that if, in any Fiscal Year, applicable law does not require that an Assessor's Parcel that is Lower Income Households Welfare Exemption Property be exempt from the Services Special Tax, then the Services Special Tax shall be levied on such Assessor's Parcel in accordance with this Rate and Method of Apportionment as if such Assessor's Parcel were not classified as Lower Income Households Welfare Exemption Property.

F. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 117 may directly bill the Special Tax, and/or may collect Special Taxes at a different time or in a different manner if necessary to meet financial obligations, and, to the extent of the Facilities Special Tax, may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels.

G. APPEALS AND INTERPRETATIONS

Any landowner or resident who feels that the amount of the Special Tax levied on his/her Assessor's Parcel is in error may submit a written appeal to the CFD Administrator, provided that the appellant is current in his/her payment of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, a cash refund shall not be made (except for the last year of levy), but the amount of the Special Tax levied shall be appropriately modified through an adjustment to the Special Tax levy in the following Fiscal Year. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Council by filing a written notice of appeal with the City Clerk, provided that the appellant is current in his/her payment of Special Taxes. This second appeal must specify the reasons for its disagreement with the CFD Administrator's determination.

The CFD Administrator shall interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner or resident appeals. Any decision of the CFD Administrator shall be subject to appeal to the Council whose decision shall be final and binding as to all persons.

H. PREPAYMENT OF FACILITIES SPECIAL TAX

Under this Rate and Method of Apportionment, an Assessor's Parcel within CFD No. 117 is permitted to prepay the Facilities Special Tax. The obligation of the Assessor's Parcel to pay the Facilities Special Tax may be fully prepaid and permanently satisfied or partially prepaid as described herein, provided that a prepayment may be made only for Assessor's Parcels of Developed Property, or for an Assessor's Parcel of Undeveloped Property for which a building permit has been issued after January 1, 2026, and only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Facilities Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount for such Assessor's Parcel. The

CFD Administrator may charge such owner a reasonable fee for providing this service. If there are Outstanding Bonds, prepayment must be made not less than 30 days prior to a date that notice of redemption of CFD No. 117 Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture that is specified in the report of the Facilities Special Tax Prepayment Amount (defined below).

The following additional definitions apply to this Section H:

"CFD Public Facilities Costs" means either \$9,463,900 in 2026 dollars, which shall increase by the Construction Inflation Index on July 1, 2027, and on each July 1 thereafter, or such lower number as (i) shall be determined by the CFD Administrator as sufficient to provide funding for the Authorized Facilities under the authorized bonding program for CFD No. 117, or (ii) shall be determined by the Council concurrently with a covenant that it shall not issue any more CFD No. 117 Bonds (except refunding bonds) to be supported by the Facilities Special Tax levy under this Rate and Method of Apportionment.

"Construction Inflation Index" means the annual percentage change in the Engineering News Record Building Cost Index for the City of Los Angeles, measured as of the month of December in the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Engineering News Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means the CFD Public Facilities Costs minus (i) costs of Authorized Facilities previously paid from the Improvement Fund, (ii) moneys currently on deposit in the Improvement Fund available to pay costs of Authorized Facilities, and (iii) the amount the CFD Administrator reasonably expects to derive from the reinvestment of these funds.

"Improvement Fund" means a fund or account specifically identified in the Indenture (or prior to the issuance of the first series of CFD No. 117 Bonds a fund or account held by the City) to hold funds which are currently available for expenditure to acquire or construct Authorized Facilities.

"Previously Issued Bonds" means, for any Fiscal Year, all Outstanding Bonds that are outstanding under the Indenture after the first interest and/or principal payment date following the current Fiscal Year.

1. Prepayment in Full

The Facilities Special Tax Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

Bond Redemption Amount	
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
less	Capitalized Interest Credit
Total:	equals Facilities Special Tax Prepayment Amount

As of the proposed date of prepayment, the Facilities Special Tax Prepayment Amount shall be calculated according to the following paragraphs:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.

2. For Assessor's Parcels of Developed Property, compute the Assigned Facilities Special Tax and Backup Facilities Special Tax for the Assessor's Parcel to be prepaid. For Assessor's Parcels of Undeveloped Property for which a building permit has been issued after January 1, 2026, compute the Assigned Facilities Special Tax and Backup Facilities Special Tax for that Assessor's Parcel as though it was already designated as Developed Property, based upon the building permit which has already been issued for such Assessor's Parcel.
3. (a) Divide the Assigned Facilities Special Tax computed pursuant to paragraph 2 by the total estimated Assigned Facilities Special Tax levy for CFD No. 117 based on the Assigned Facilities Special Taxes for Developed Property which could be levied on all expected development assuming Buildout of CFD No. 117, excluding any Assessor's Parcels which have been prepaid, and
 (b) Divide the Backup Facilities Special Tax computed pursuant to paragraph 2 by the total estimated Backup Facilities Special Taxes at Buildout for the entire CFD No. 117, excluding any Assessor's Parcels which have been prepaid.
4. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the Previously Issued Bonds to compute the amount of Previously Issued Bonds to be redeemed (the "Bond Redemption Amount").
5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium (e.g., the redemption price minus 100%) set forth in the Indenture, if any, on the Previously Issued Bonds to be redeemed (the "Redemption Premium").
6. Compute the current Future Facilities Costs.
7. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").
8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the redemption date for the Previously Issued Bonds specified in the report of the Facilities Special Tax Prepayment Amount.
9. Determine the Facilities Special Tax levied on the Assessor's Parcel in the current Fiscal Year which has not yet been paid.
10. Compute the minimum amount the CFD Administrator reasonably expects to derive from the reinvestment of the Facilities Special Tax Prepayment Amount, less any interest earnings attributed to the Future Facilities Amount, and less any interest earnings attributed to the Administrative Fees and Expenses (defined below) from the date of prepayment until the redemption date for the Previously Issued Bonds to be redeemed with the prepayment.
11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").
12. The administrative fees and expenses of CFD No. 117 are as calculated by the CFD Administrator and include the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 117 Bonds, and the costs of

recording any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").

13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Previously Issued Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Previously Issued Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero. No Reserve Fund Credit shall be granted if the amount then on deposit in the reserve fund for the Previously Issued Bonds is below 100% of the reserve requirement (as defined in the Indenture).
14. If any capitalized interest for the Previously Issued Bonds will not have been expended as of the date immediately following the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the expected balance in the capitalized interest fund or account under the Indenture after such first interest and/or principal payment date (the "Capitalized Interest Credit").
15. The Facilities Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "Facilities Special Tax Prepayment Amount").

2. Prepayment in Part

The amount of the prepayment shall be calculated as in Section H.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = [(PE - A) \times F] + A$$

These terms have the following meaning:

PP = the partial prepayment.

PE = the Facilities Special Tax Prepayment Amount calculated according to Section H.1.

F = the percentage, expressed as a decimal, by which the owner of the Assessor's Parcel is partially prepaying the Facilities Special Tax.

A = the Administrative Fees and Expenses calculated according to Section H.1.

3. General Provisions Applicable to the Prepayment of Facilities Special Tax

(a). Use of the Facilities Special Tax Prepayment Amount

The Facilities Special Tax Prepayment Amount, less the Administrative Fees and Expenses calculated according to Section H.1 which shall be retained by CFD No. 117, and less the Future Facilities Amount calculated according to Section H.1 which shall be deposited into the Improvement Fund, shall be deposited into specific funds established under the Indenture, to fully or partially redeem as many Outstanding Bonds as possible, and, if amounts are less than \$5,000, to make debt service payments on the Outstanding Bonds.

(b). Full Prepayment of Facilities Special Tax

Upon confirmation of the payment of the current Fiscal Year's entire Facilities Special Tax obligation, the CFD Administrator shall remove the current Fiscal Year's Facilities Special

Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid in accordance with Section H.1, the CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of the Facilities Special Tax and the release of the Facilities Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Facilities Special Tax shall cease.

(c). Partial Prepayment of Facilities Special Tax

With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute or cause to be distributed the funds remitted to it according to Section H.3.(a) and (ii) indicate in the records of CFD No. 117 that there has been a partial prepayment of the Facilities Special Tax and that a portion of the Facilities Special Tax with respect to such Assessor's parcel, equal to the outstanding percentage (1.00 – F) of the remaining Maximum Facilities Special Tax, shall continue to be levied on such Assessor's Parcel pursuant to Section D herein.

(d). Debt Service Coverage

Notwithstanding the foregoing, no prepayment of the Facilities Special Tax shall be allowed unless the amount of Facilities Special Tax that may be levied on Taxable Property (assuming Buildout) within CFD No. 117 in each future Fiscal Year (after excluding Public Property and Property Owner Association Property as set forth in Section E.1 herein), after the proposed prepayment, is at least equal to the sum of (i) 1.10 times the debt service necessary to support the remaining Outstanding Bonds in each corresponding Fiscal Year, and (ii) Administrative Expenses.

I. TERM OF SPECIAL TAX

The Facilities Special Tax shall be levied for a period not to exceed fifty years commencing with Fiscal Year 2026-2027. The Services Special Tax shall be levied in perpetuity to fund the Special Tax Requirement for Services.

EXHIBIT A
CERTIFICATE TO AMEND FACILITIES SPECIAL TAX
CFD NO. 117 CERTIFICATE

1. Pursuant to Section C.1 of the Rate and Method of Apportionment (the "Rate and Method") for City of Fontana Community Facilities District No. 117 (Southridge) ("CFD No. 117"), the Assigned Facilities Special Tax and the Backup Facilities Special Tax for Developed Property within CFD No. 117 has been reduced as described herein.

(a) The information in Table 1 of the Rate and Method relating to the Assigned Facilities Special Tax for Residential Property within CFD No. 117 shall be modified as follows:

Land Use Class	Description	Residential Floor Area (square feet)	Original Assigned Facilities Special Tax	Reduced Assigned Facilities Special Tax
1	Residential Property	2,175 or greater	\$3,706 per unit	\$[] per unit
2	Residential Property	2,025 to less than 2,175	\$3,435 per unit	\$[] per unit
3	Residential Property	1,875 to less than 2,025	\$3,382 per unit	\$[] per unit
4	Residential Property	1,725 to less than 1,875	\$3,184 per unit	\$[] per unit
5	Residential Property	Less than 1,725	\$3,107 per unit	\$[] per unit

(b) The Assigned Facilities Special Tax for Non-Residential Property, as stated in Section C.1.a.(3) of the Rate and Method, shall be reduced from \$42,665 per Acre to \$[] per Acre.

(c) The Backup Facilities Special Tax for Developed Property, as stated in Section C.1.a.(4) of the Rate and Method, shall be reduced from \$50,190 per Acre to \$[] per Acre.

2. The Assigned Facilities Special Tax and the Backup Facilities Special Tax for Developed Property may only be reduced prior to the first issuance of CFD No. 117 Bonds.

3. Upon execution of the certificate by CFD No. 117, CFD No. 117 shall cause an amended notice of Special Tax lien for CFD No. 117 to be recorded reflecting the reductions set forth herein.

All capitalized terms used herein shall have the meanings set forth in the Rate and Method.

By: _____ Date: _____
CFD Administrator

By execution hereof, the undersigned acknowledge, on behalf of CFD No. 117, receipt of this certificate and modification of the Rate and Method as set forth in this certificate.

CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 117 (SOUTHRIDGE)

By: _____ Date: _____

I, Germaine Key, City Clerk of the City of Fontana, California, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council of said City at a regular meeting thereof, held on March 10, 2026, by the following vote to-wit:

AYES:

NOES:

ABSENT:

City Clerk

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2026-013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA,
CALIFORNIA DECLARING IT NECESSARY FOR CITY OF FONTANA
COMMUNITY FACILITIES DISTRICT NO. 117 (SOUTHRIDGE) TO INCUR
BONDED INDEBTEDNESS**

WHEREAS, the City Council (the “City Council”) of the City of Fontana (the “City”), pursuant to the Mello-Roos Community Facilities Act of 1982 (the “Act”), has this date adopted a resolution entitled “A Resolution of the City Council of the City of Fontana of Intention to Establish a Community Facilities District Proposed to be Named City of Fontana Community Facilities District No. 117 (Southridge) and to Authorize the Levy of a Special Tax Therein,” stating its intention to establish City of Fontana Community Facilities District No. 117 (Southridge) (the “Community Facilities District”) and to authorize the Community Facilities District to levy a special tax within the Community Facilities District for the purpose of financing certain public facilities (the “Facilities”) and services; and

WHEREAS, the City Council deems it necessary for the Community Facilities District to incur bonded indebtedness;

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

Section 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

Section 2. The City Council declares it necessary for the Community Facilities District to incur bonded indebtedness.

Section 3. The proposed debt will be incurred for the purpose of financing the costs of the Facilities, including all costs and estimated costs incidental to, or connected with, the accomplishment of said purpose, including, but not limited to, such costs and estimated costs as are described in Section 53345.3 of the Act.

Section 4. The maximum amount of the proposed debt is \$14,000,000.

Section 5. The City Council hereby fixes Tuesday, April 14, 2026, at 2:00 p.m., or as soon thereafter as the City Council may reach the matter, at 8437 Sierra Avenue, Fontana, California, as the time and place when and where the City Council will conduct a public hearing on the proposed debt authorization; provided, that, in the event the April 14, 2026 City Council meeting is held via teleconference and/or videoconference only, the means by which the public may observe such public hearing and offer public comment shall be prescribed in the notice and agenda for such City Council meeting.

Section 6. The City Clerk of the City is hereby directed to publish, or cause to be published, a notice of said public hearing one time in a newspaper of general circulation published in the area of the proposed Community Facilities District. Publication of said notice shall be completed at least seven days prior to the date

herein fixed for said public hearing. Said notice shall contain all of the information prescribed by Section 53346 of the Act.

Section 7. All actions heretofore taken by the officers, employees and agents of the City with respect to the incurrence of bonded indebtedness by the Community Facilities District, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

Section 8. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 9. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 10th day of March, 2026.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council of said City at a regular meeting thereof, held on the 10th day of March 2026, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk of the City of Fontana

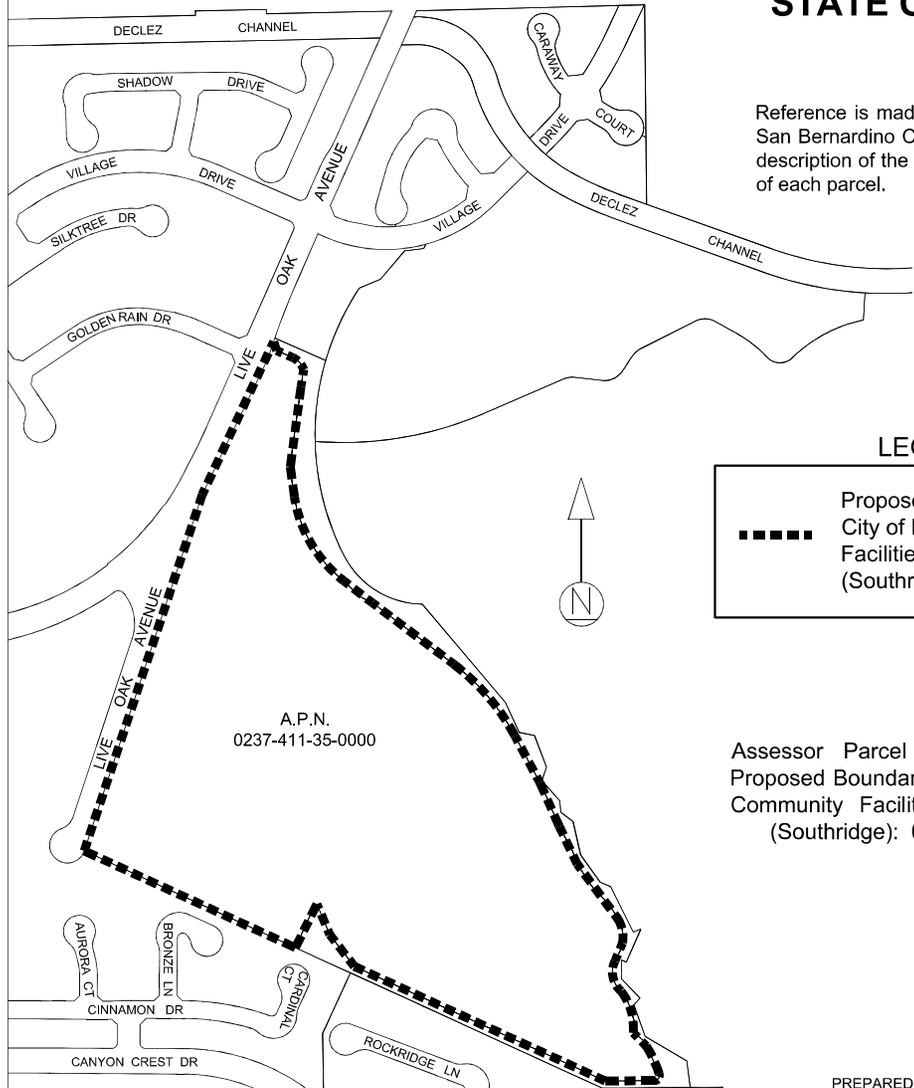
Mayor of the City of Fontana

ATTEST:

City Clerk

**PROPOSED BOUNDARIES OF
CITY OF FONTANA
COMMUNITY FACILITIES DISTRICT NO. 117 (SOUTHRIDGE)
CITY OF FONTANA, SAN BERNARDINO COUNTY
STATE OF CALIFORNIA**

Reference is made to the maps of the San Bernardino County Assessor for a description of the lines and dimensions of each parcel.



LEGEND

- - - - -
 Proposed Boundaries of
 City of Fontana Community
 Facilities District No. 117
 (Southridge)

Assessor Parcel Number within the Proposed Boundaries of City of Fontana Community Facilities District No. 117 (Southridge): 0237-411-35-0000

(1) Filed in the office of the Clerk of the City of Fontana this ____ day of _____ 2026.

 Germaine Key
 City Clerk
 City of Fontana, California

(2) I hereby certify that the within map showing the proposed boundaries of City of Fontana, Community Facilities District No. 117 (Southridge), San Bernardino County, State of California, was approved by the City Council of the City of Fontana at a regular meeting thereof, held on the ____ day of _____, 2026, by its Resolution No. _____.

 Germaine Key
 City Clerk
 City of Fontana, California

(3) San Bernardino County Recorder's Certificate

This map has been filed under Document Number _____, this ____ day of _____, 2026, at _____.m., in Book _____ of Maps of Assessment and Community Facilities Districts at Page _____, in the office of the County Recorder in San Bernardino County, State of California, at the request of the City of Fontana in the amount of \$_____.

Josie Gonzales
 Assessor-Recorder-County Clerk
 San Bernardino County
 By: _____

Deputy Recorder



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0849

Agenda #: H.

Agenda Date: 3/10/2026

Category: Consent Calendar

FROM:

Planning Department

SUBJECT:

Prohousing Designation Program Application

RECOMMENDATION:

1. Adopt **Resolution No. 2026-014**, a Resolution of the City Council of the City of Fontana authorizing application submittal, and participation in, the Prohousing Designation Program.
2. Authorize the City Manager to execute any documents necessary or appropriate as required for the application and participation in the program.

COUNCIL GOALS:

- Practice sound fiscal management by living within our means while investing in the future.
- Concentrate on Inter-governmental relations by pursuing financial participation from county, state and federal governments.
- Concentrate on Inter-governmental relations by advocating Fontana's position in regional, state, and federal organizations.

DISCUSSION:

Background

The City Council previously adopted Resolution No. 2025-094 to authorize the reapplication for the Prohousing Designation. However, language confirming the city's compliance with state practices related to sustainability communities and principles related to treatment of unhoused persons is required to be added to meet program requirements. Therefore, an amended resolution is required and attached.

Purpose

The Prohousing Designation Program provides incentives to cities and counties in the form of additional points or other preference in the scoring of competitive housing, community development and infrastructure programs. Prohousing communities are prioritized for funding by the Transit and Intercity Rail Capital Program (TIRCP), Affordable Housing and Sustainable Communities (AHSC), Infill Infrastructure Grant (IIG), and Transformative Climate Communities (TCC) programs.

In 2024, the City's Housing department received a grant in the amount of \$1,090,000.00 from the state's ProHousing Incentive program, which required that any applicant hold the ProHousing designation in order to be eligible to apply.

The City of Fontana was originally awarded the Prohousing Designation in November 2022 and was one of the first seven cities to receive this designation. The two-year duration of the designation concluded in November 2024 and staff intends to reapply for a second Prohousing Designation.

Analysis

Awarding of the designation is considered “over the counter” and is not a competitive process. Any jurisdiction that meets the threshold criteria could potentially be awarded the Prohousing Designation. Applicants are required to demonstrate that policies that significantly contribute to the acceleration of housing production have been enacted or are proposed to be enacted. The scoring criteria are separated into four (4) categories:

1. Favorable Zoning and Land Use
2. Acceleration of Housing Production Timeframes
3. Reduction of Construction and Development Costs
4. Providing Financial Subsidies

Applicants are required to score points in each of the four (4) categories. Points may be awarded for existing prohousing policies or policies that are proposed to be enacted during the two-year designation period. The City of Fontana’s existing policies contribute to the majority of the points staff will seek in the application. Proposed policies will contribute to the reduction of review times for residential development and an increase in the level of customer service provided to the development community.

FISCAL IMPACT:

The city has previously been awarded over \$1,000,000.00 from the state stemming from its participation in the ProHousing program. Should the ProHousing Designation be awarded, funding opportunities may be pursued in the future.

MOTION:

Accept staff’s recommendation.

RESOLUTION NO. 2026-014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA,
CALIFORNIA AUTHORIZING REAPPLICATION TO, AND
PARTICIPATION IN, THE PROHOUSING DESIGNATION PROGRAM**

WHEREAS, Government Code section 65589.9 established the Prohousing Designation Program (“PDP” or “Program”), which creates incentives for jurisdictions that are compliant with state housing element requirements and that have enacted Prohousing local policies; and

WHEREAS, such jurisdictions will be designated Prohousing, and, as such, will receive additional points or other preference during the scoring of their competitive applications for specified housing and infrastructure funding; and

WHEREAS, the Department of Housing and Community Development (“Department”) has adopted emergency regulations (Cal. Code Regs., tit. 25, § 6600 et seq.) to implement the Program (“Program Regulations”), as authorized by Government Code section 65589.9, subdivision (d); and

WHEREAS, the City Council of the City of Fontana (“Applicant”) desires to submit an application for a Prohousing Designation (“Application”).

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

Section 1. The City Manager and/or Deputy City Manager is hereby authorized and directed to submit an Application to the Department.

Section 2. In connection with the Program, if the Application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver all documents required or deemed necessary or appropriate to participate in the Program, and all amendments thereto (the “Program Documents”).

Section 3. Applicant acknowledges and confirms that it is currently in compliance with applicable state housing law.

Section 4. The Applicant acknowledges and confirms that it will continue to comply with applicable housing laws and to refrain from enacting laws, developing policies, or taking other local governmental actions that may or do inhibit or constrain housing production. Examples of such local laws, policies, and action include moratoriums on development; local voter approval requirements related to housing production; downzoning; and unduly restrictive or onerous zoning regulations, development standards, or permit procedures. Applicant further acknowledges and confirms that it commits itself to affirmatively furthering fair housing pursuant to Government Code section 8899.50 and 65583. Applicant further acknowledges and

confirms that its general plan is in alignment with an adopted sustainable communities strategy pursuant to Public Resources Code section 21155- 21155.4. Applicant further acknowledges and confirms that its policies for the treatment of homeless encampments on public property comply with and will continue to comply with the Constitution and that it has enacted best practices in its jurisdiction that are consistent with the United States Interagency Council on Homelessness' "7 Principles for Addressing Encampments" (June 17, 2022, update).

Section 5. Applicant acknowledges and agrees that it shall be subject to the Application; the terms and conditions specified in the Program Documents; the Program Regulations; and any and all other applicable law.

Section 6. The City Manager and/or the Deputy City Manager are authorized to execute and deliver the Application and the Program Documents on behalf of the Applicant for participation in the Program.

APPROVED AND ADOPTED this 10th day of March 2026.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting held on the 10th day of March, 2026, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk of the City of Fontana

Mayor of the City of Fontana

Resolution No. 2026-014

ATTEST:

City Clerk



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0854

Agenda #: I.

Agenda Date: 3/10/2026

Category: Consent Calendar

FROM:

Development Services

SUBJECT:

Resolution Approving the First Amendment to Commercial Lease Agreements for Fire Station 71, Fire Station 73, Fire Station 74, Fire Station 77, Fire Station 78, Fire Station 79, and Fire Station 81.

RECOMMENDATION:

Adopt **Resolution No. 2026-015**, approving the First Amendment to the Commercial Lease Agreements between the City of Fontana and the Fontana Fire Protection District for Fire Stations 71, 73, 74, 77, 78, 79, and 81, and authorizing the City Manager to enter into the amendment on behalf of the city.

COUNCIL GOALS:

- Improve public safety by increasing operational efficiency, visibility; and,
- Practice sound fiscal management by living within our means while investing in the future.
- Practice sound fiscal management by developing long-term funding and debt management plans.

DISCUSSION:

The City of Fontana owns seven separate properties improved with Fire Stations and other improvements. These Properties are known as Fire Station No. 71 (APN 192-042-26), Fire Station No. 73 (APN 0230-041-01), Fire Station No. 74 (APN 0237-201-27), Fire Station No. 77 (APN 0256-011-22), Fire Station No. 78 (APN 0228-233-01), Fire Station No. 79 (APN 1107-262-58) and Fire Station No. 81 (APN 1118-371-37). In December 2022, the City Council approved six Commercial Lease Agreements between the City of Fontana and the Fontana Fire Protection District for Fire Stations 71, 73, 74, 77, 78, and 79. The Commercial Lease Agreement for Fire Station 81 between the City of Fontana and the Fontana Fire Protection District was approved in Spring 2024.

Staff is now requesting approval of a First Amendment to each of the seven (7) Commercial Leases Agreements to adjust rent and to clarify certain maintenance and insurance provisions.

The proposed First Amendment to each Commercial Lease Agreement would include the following changes:

- Rent Adjustment

Increase rent by ten percent (10%) effective March 1, 2026, resulting in a rate of \$1.05 per square foot per month. Monthly and six-month rent amounts will be calculated based on the square footage

of each facility, as set forth in the applicable First Amendment. All other rent terms, including the annual rent increases in Section 4(c) of each Commercial Lease Agreement will remain unchanged.

- Maintenance Clarification

Clarify the maintenance provision in Section 11 (a) of each Commercial Lease Agreement by adding omitted language to confirm that the City should have a reasonable period of time to complete repairs.

- Insurance Clarification

Correct a typographical error in the liability insurance in Section 16 (b) of each Lease Commercial Agreement to clarify the required coverage limits of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.

FISCAL IMPACT:

With approval of the First Amendment to the seven (7) Lease Agreements, the Fontana Fire Protection District will pay approximately \$534,277.80 per month in total rent for Fire Stations No. 71, 73, 74, 77, 78, 79, and 81, commencing March 1, 2026. Lease payments will continue to be made on a bi-annual basis in January and July, and will reflect the amount due for the upcoming six-month period. The estimated payment for each six-month period following the rent increase will be approximately \$3,205,666.80, subject to annual rent adjustments in accordance with the lease agreements. Rental income will be deposited in Fund 115.

MOTION:

Approve staff recommendation.

RESOLUTION NO. 2026-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, APPROVING A FIRST AMENDMENT TO SEVEN COMMERCIAL LEASE AGREEMENTS WITH THE FONTANA FIRE PROTECTION DISTRICT FOR CITY-OWNED FIRE STATION FACILITIES.

WHEREAS, the City of Fontana (“City”) owns certain real property improved with fire station facilities used by the Fontana Fire Protection District (“District”) for fire protection and emergency services within the City; and

WHEREAS, on December 13, 2022, the City Council approved Commercial Lease Agreements between the City and the District for Fire Stations No. 71,73,74,77,78, and 79; and

WHEREAS, on January 23, 2024, the City Council approved a Commercial Lease Agreement between the City and the District for Fire Station 81; and

WHEREAS, the Commercial Lease Agreements for Fire Station No. 71,73,74,77,78, 79 and 81 are collectively referred to herein as (“Leases”); and

WHEREAS, the City and the District desire to amend the Leases to adjust rent and to clarify certain maintenance and insurance provisions; and

WHEREAS, the proposed First Amendment to the Leases would (i) increase rent to \$1.05 per square foot per month effective March 1, 2026, (ii) clarify the notice requirements applicable to certain landlord maintenance obligations, and (iii) correct a typographical error in the liability insurance requirements; and

WHEREAS, except as expressly provided in the proposed First Amendment, all terms, conditions, and rights under the Leases remain unchanged and subject to all required approvals; and

WHEREAS the City Council finds that approval of the First Amendment is in the best interests of the City and supports sound fiscal management and continued provision of public safety services.

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

Section 1. Recitals. The City Council hereby finds and determines that the above recitals are true and correct and are incorporated herein by this reference.

Section 2. Authorization. The City Council hereby authorizes the City Manager to execute the First Amendment on behalf of the City.

Section 3. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 10th day of March, 2026.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council of said City at a regular meeting thereof, held on the 10th day of March 2026, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk of the City of Fontana

Mayor of the City of Fontana

ATTEST:

City Clerk

**FONTANA FIRES STATION NO. 71
FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT**

This First Amendment to the Commercial Lease Agreement (“First Amendment”) is made as of March 1, 2026, (Effective Date) by and between the CITY OF FONTANA, a municipal corporation (“**Landlord**”) and FONTANA FIRE PROTECTION DISTRICT, a subsidiary district of the City of Fontana (“**Tenant**”); collectively, the “Parties.”

1. Background. Landlord and Tenant entered into a Commercial Lease Agreement dated [INSERT DATE] (the “**Lease**”) for the purpose of leasing commercial property located at 16980 Arrow Blvd., Fontana, California, 92335, in the City of Fontana California (APN 192-042-26) (the “**Property**”). The Property is improved with Fire Station No. 71 and other improvements. The Parties desire to amend certain provisions of the Lease as provided herein. Capitalized terms used in this First Amendment without definition shall have the same meaning given to such terms in the Lease. To the extent of any inconsistency, this First Amendment shall rule over the provisions of the Lease.

2. Lease Modifications:

(a) Section 4 of the Lease titled “Rent” is hereby amended as follows:

Effective as of March 1, 2026, the annual rent set forth in Section 4 of the Lease is increased by ten percent (10%). From and after such date, the annual rent shall be \$1.05 per square foot per month, or \$62,527.50 per month, and \$375,165.00 for each six-month period.

Except as expressly modified herein, all other terms and conditions of Section 4 of the Lease, including the annual rent increases set forth in Section 4(d) of the Lease, shall remain unchanged and in full force and effect.

(b) Section 11 (a) of the Lease titled “Landlord’s Repair and Maintenance” is hereby amended so that the last sentence of that subsection reads as follows (with the added words shown in bold):

“Landlord shall not be required to make any repairs to the roof, structural foundation, or exterior walls unless and until Tenant has notified Landlord in writing of the need for such repairs and Landlord shall have had a reasonable period thereafter to commence and **complete the repairs.**”

(c) Section 16 (b) of the Lease titled “Liability Insurance” is hereby amended so that the insurance limits stated therein are clarified and corrected. The first sentence of Section 16 (b) shall read as follows:

“A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) in aggregate, providing coverage for, among other things, blanket contractual liability...”

3. Option to Renew.

The parties acknowledge that the Lease includes an option to renew as set forth in Section 3(c) of the Lease. As of the effective date of this First Amendment, there is no change in the status of the option to renew, and no action has been taken to exercise or approve the option. Other than as expressly stated in this First Amendment, nothing herein is intended to affect or change the option to renew, which remains subject to the terms of the Lease and any required approvals.

4. Back Rent; Separate Agreement.

The parties acknowledge that Section 4(a) of the Lease addresses back rent for Tenant's prior occupancy of the Property beginning on or about July 1, 2015. As of the effective date of this First Amendment, the total amount in back rent owed is \$71,157.13. The Lease further provides that a separate agreement between the parties governs the terms of payment of such back rent. The parties acknowledge that the separate agreement remains in effect. Except as expressly stated in this First Amendment, nothing herein is intended to modify the amount of back rent or the terms governing its payment, which shall continue to be governed by the separate agreement.

5. Ratification; Miscellaneous.

(a) This First Amendment contains the entire agreement between the parties concerning the subject matter hereof, and except as modified by this First Amendment, in all other respects the Lease is remains in full force and effect.

(b) This First Amendment may be executed in one or more counterparts. All terms of the Lease and its Addendums (including this First Amendment) shall remain current, valid and in force upon full execution of this First Amendment.

(c) Subject to the provisions of the Lease prohibiting or limiting the Tenant's right to assign the Lease, otherwise transfer any interest in the Lease, sublease the premises or otherwise allow any other person to occupy or use the leased premises, the provisions of this First Amendment shall be binding upon and inure to the benefit of the parties to this First Amendment and their successors in interest.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date last written below.

LANDLORD

CITY OF FONTANA,
a municipal corporation

By: _____
Name: _____
Its: _____
Dated: _____

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By: _____

TENANT

FONTANA FIRE PROTECTION DISTRICT,
a subsidiary district of the City of Fontana

By: _____
Name: _____
Its: _____
Dated: _____

**FONTANA FIRE STATION NO. 73
FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT**

This First Amendment to the Commercial Lease Agreement (“First Amendment”) is made as of March 1, 2026, (Effective Date) by and between the CITY OF FONTANA, a municipal corporation (“**Landlord**”) and FONTANA FIRE PROTECTION DISTRICT, a subsidiary district of the City of Fontana (“**Tenant**”); collectively, the “**Parties**.”

1. Background. Landlord and Tenant entered into a Commercial Lease Agreement dated [INSERT DATE] (the “**Lease**”) for the purpose of leasing commercial property located at 8143 Banana Ave., Fontana, California, 92335, in the City of Fontana California (APN 0230-041-01) (the “**Property**”). The Property is improved with Fire Station No. 73 and other improvements. The Parties desire to amend certain provisions of the Lease as provided herein. Capitalized terms used in this First Amendment without definition shall have the same meaning given to such terms in the Lease. To the extent of any inconsistency, this First Amendment shall rule over the provisions of the Lease.

2. Lease Modifications:

(a) Section 4 of the Lease titled “Rent” is hereby amended as follows:

Effective as of March 1, 2026, the annual rent set forth in Section 4 of the Lease is increased by ten percent (10%). From and after such date, the annual rent shall be \$1.05 per square foot per month, or 83,042.40 per month, and \$498,254.40 for each six-month period.

Except as expressly modified herein, all other terms and conditions of Section 4 of the Lease, including the annual rent increases set forth in Section 4(d) of the Lease, shall remain unchanged and in full force and effect.

(b) Section 11(a) of the Lease titled “Landlord’s Repair and Maintenance” is hereby amended so that the last sentence of that subsection reads as follows (with the added words shown in bold):

“Landlord shall not be required to make any repairs to the roof, structural foundation, or exterior walls unless and until Tenant has notified Landlord in writing of the need for such repairs and Landlord shall have had a reasonable period thereafter to commence and **complete the repairs.**”

(c) Section 16 (b) of the Lease titled “Liability Insurance” is hereby amended so that the insurance limits stated therein are clarified and corrected. The first sentence of Section 16 (b) shall read as follows:

“A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) in aggregate, providing coverage for, among other things, blanket contractual liability...”

3. Option to Renew.

The parties acknowledge that the Lease includes an option to renew as set forth in Section 3(c) of the Lease. As of the effective date of this First Amendment, there is no change in the status of the option to renew, and no action has been taken to exercise or approve the option. Other than as expressly stated in this First Amendment, nothing herein is intended to affect or change the option to renew, which remains subject to the terms of the Lease and any required approvals.

4. Back Rent; Separate Agreement.

The parties acknowledge that Section 4(a) of the Lease addresses back rent for Tenant's prior occupancy of the Property beginning on or about July 1, 2015. As of the effective date of this First Amendment, the total amount in back rent owed is \$94,503.36. The Lease further provides that a separate agreement between the parties governs the terms of payment of such back rent. The parties acknowledge that the separate agreement remains in effect. Except as expressly stated in this First Amendment, nothing herein is intended to modify the amount of back rent or the terms governing its payment, which shall continue to be governed by the separate agreement.

5. Ratification; Miscellaneous.

(a) This First Amendment contains the entire agreement between the parties concerning the subject matter hereof, and except as modified by this First Amendment, in all other respects the Lease is remains in full force and effect.

(b) This First Amendment may be executed in one or more counterparts. All terms of the Lease and its Addendums (including this First Amendment) shall remain current, valid and in force upon full execution of this First Amendment.

(c) Subject to the provisions of the Lease prohibiting or limiting the Tenant's right to assign the Lease, otherwise transfer any interest in the Lease, sublease the premises or otherwise allow any other person to occupy or use the leased premises, the provisions of this First Amendment shall be binding upon and inure to the benefit of the parties to this First Amendment and their successors in interest.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date last written below.

LANDLORD

CITY OF FONTANA,
a municipal corporation

By: _____
Name: _____
Its: _____
Dated: _____

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By: _____

TENANT

FONTANA FIRE PROTECTION DISTRICT,
a subsidiary district of the City of Fontana

By: _____
Name: _____
Its: _____
Dated: _____

**FONTANA FIRE STATION NO. 74
FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT**

This First Amendment to the Commercial Lease Agreement (“First Amendment”) is made as of March 1, 2026, (Effective Date) by and between the CITY OF FONTANA, a municipal corporation (“**Landlord**”) and FONTANA FIRE PROTECTION DISTRICT, a subsidiary district of the City of Fontana (“**Tenant**”); collectively, the “Parties.”

1. Background. Landlord and Tenant entered into a Commercial Lease Agreement dated [INSERT DATE] (the “**Lease**”) for the purpose of leasing commercial property located at 11500 Live Oak Ave., Fontana, California, 92335, in the City of Fontana California (APN 0237-201-27) (the “**Property**”). The Property is improved with Fire Station No. 74 and other improvements. The Parties desire to amend certain provisions of the Lease as provided herein. Capitalized terms used in this First Amendment without definition shall have the same meaning given to such terms in the Lease. To the extent of any inconsistency, this First Amendment shall rule over the provisions of the Lease.

2. Lease Modifications:

(a) Section 4 of the Lease titled “Rent” is hereby amended as follows:

Effective as of March 1, 2026, the annual rent set forth in Section 4 of the Lease is increased by ten percent (10%). From and after such date, the annual rent shall be \$1.05 per square foot per month, or \$68,607.00 per month, and \$411,642.00 for each six-month period.

Except as expressly modified herein, all other terms and conditions of Section 4 of the Lease, including the annual rent increases set forth in Section 4(d) of the Lease, shall remain unchanged and in full force and effect.

(b) Section 11(a) of the Lease titled “Landlord’s Repair and Maintenance” is hereby amended so that the last sentence of that subsection reads as follows (with the added words shown in bold):

“Landlord shall not be required to make any repairs to the roof, structural foundation, or exterior walls unless and until Tenant has notified Landlord in writing of the need for such repairs and Landlord shall have had a reasonable period thereafter to commence and **complete the repairs.**”

(c) Section 16(b) of the Lease titled “Liability Insurance” is hereby amended so that the insurance limits stated therein are clarified and corrected. The first sentence of Section 16(b) shall read as follows:

“A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) in aggregate, providing coverage for, among other things, blanket contractual liability...”

3. Option to Renew.

The parties acknowledge that the Lease includes an option to renew as set forth in Section 3(c) of the Lease. As of the effective date of this First Amendment, there is no change in the status of the option to renew, and no action has been taken to exercise or approve the option. Other than as expressly stated in this First Amendment, nothing herein is intended to affect or change the option to renew, which remains subject to the terms of the Lease and any required approvals.

4. Back Rent; Separate Agreement.

The parties acknowledge that Section 4(a) of the Lease addresses back rent for Tenant's prior occupancy of the Property beginning on or about July 1, 2015. As of the effective date of this First Amendment, the total amount in back rent owed is \$78,075.68. The Lease further provides that a separate agreement between the parties governs the terms of payment of such back rent. The parties acknowledge that the separate agreement remains in effect. Except as expressly stated in this First Amendment, nothing herein is intended to modify the amount of back rent or the terms governing its payment, which shall continue to be governed by the separate agreement.

5. Ratification; Miscellaneous.

(a) This First Amendment contains the entire agreement between the parties concerning the subject matter hereof, and except as modified by this First Amendment, in all other respects the Lease is remains in full force and effect.

(b) This First Amendment may be executed in one or more counterparts. All terms of the Lease and its Addendums (including this First Amendment) shall remain current, valid and in force upon full execution of this First Amendment.

(c) Subject to the provisions of the Lease prohibiting or limiting the Tenant's right to assign the Lease, otherwise transfer any interest in the Lease, sublease the premises or otherwise allow any other person to occupy or use the leased premises, the provisions of this First Amendment shall be binding upon and inure to the benefit of the parties to this First Amendment and their successors in interest.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date last written below.

LANDLORD

CITY OF FONTANA,
a municipal corporation

By: _____
Name: _____
Its: _____
Dated: _____

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By: _____

TENANT

FONTANA FIRE PROTECTION DISTRICT,
a subsidiary district of the City of Fontana

By: _____
Name: _____
Its: _____
Dated: _____

**FONTANA FIRE STATION NO. 77
FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT**

This First Amendment to the Commercial Lease Agreement (“First Amendment”) is made as of March 1, 2026, (Effective Date) by and between the CITY OF FONTANA, a municipal corporation (“**Landlord**”) and FONTANA FIRE PROTECTION DISTRICT, a subsidiary district of the City of Fontana (“**Tenant**”); collectively, the “Parties.”

1. Background. Landlord and Tenant entered into a Commercial Lease Agreement dated [INSERT DATE] (the “**Lease**”) for the purpose of leasing commercial property located at 17459 Slover Ave., Fontana, California, 92335, in the City of Fontana California (APN 0256-011-22) (the “**Property**”). The Property is improved with Fire Station No. 77 and other improvements. The Parties desire to amend certain provisions of the Lease as provided herein. Capitalized terms used in this First Amendment without definition shall have the same meaning given to such terms in the Lease. To the extent of any inconsistency, this First Amendment shall rule over the provisions of the Lease.

2. Lease Modifications:

(a) Section 4 of the Lease titled “Rent” is hereby amended as follows:

Effective as of March 1, 2026, the annual rent set forth in Section 4 of the Lease is increased by ten percent (10%). From and after such date, the annual rent shall be \$1.05 per square foot per month, or \$91,932.75 per month, and \$551,596.50 for each six-month period.

Except as expressly modified herein, all other terms and conditions of Section 4 of the Lease, including the annual rent increases set forth in Section 4(d) of the Lease, shall remain unchanged and in full force and effect.

(b) Section 11(a) of the Lease titled “Landlord’s Repair and Maintenance” is hereby amended so that the last sentence of that subsection reads as follows (with the added words shown in bold):

“Landlord shall not be required to make any repairs to the roof, structural foundation, or exterior walls unless and until Tenant has notified Landlord in writing of the need for such repairs and Landlord shall have had a reasonable period thereafter to commence and **complete the repairs.**”

(c) Section 16(b) of the Lease titled “Liability Insurance” is hereby amended so that the insurance limits stated therein are clarified and corrected. The first sentence of Section 16(b) shall read as follows:

“A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) in aggregate, providing coverage for, among other things, blanket contractual liability...”

3. Option to Renew.

The parties acknowledge that the Lease includes an option to renew as set forth in Section 3(c) of the Lease. As of the effective date of this First Amendment, there is no change in the status of the option to renew, and no action has been taken to exercise or approve the option. Other than as expressly stated in this First Amendment, nothing herein is intended to affect or change the option to renew, which remains subject to the terms of the Lease and any required approvals.

4. Back Rent; Separate Agreement.

The parties acknowledge that Section 4(a) of the Lease addresses back rent for Tenant's prior occupancy of the Property beginning on or about July 1, 2015. As of the effective date of this First Amendment, the total amount in back rent owed is \$104,620.70. The Lease further provides that a separate agreement between the parties governs the terms of payment of such back rent. The parties acknowledge that the separate agreement remains in effect. Except as expressly stated in this First Amendment, nothing herein is intended to modify the amount of back rent or the terms governing its payment, which shall continue to be governed by the separate agreement.

5. Ratification; Miscellaneous.

(a) This First Amendment contains the entire agreement between the parties concerning the subject matter hereof, and except as modified by this First Amendment, in all other respects the Lease is remains in full force and effect.

(b) This First Amendment may be executed in one or more counterparts. All terms of the Lease and its Addendums (including this First Amendment) shall remain current, valid and in force upon full execution of this First Amendment.

(c) Subject to the provisions of the Lease prohibiting or limiting the Tenant's right to assign the Lease, otherwise transfer any interest in the Lease, sublease the premises or otherwise allow any other person to occupy or use the leased premises, the provisions of this First Amendment shall be binding upon and inure to the benefit of the parties to this First Amendment and their successors in interest.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date last written below.

LANDLORD

CITY OF FONTANA,
a municipal corporation

By: _____
Name: _____
Its: _____
Dated: _____

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By: _____

TENANT

FONTANA FIRE PROTECTION DISTRICT,
a subsidiary district of the City of Fontana

By: _____
Name: _____
Its: _____
Dated: _____

FONTANA FIRE STATION NO. 78

FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT

This First Amendment to the Commercial Lease Agreement (“First Amendment”) is made as of March 1, 2026, (Effective Date) by and between the CITY OF FONTANA, a municipal corporation (“**Landlord**”) and FONTANA FIRE PROTECTION DISTRICT, a subsidiary district of the City of Fontana (“**Tenant**”); collectively, the “Parties.”

1. Background. Landlord and Tenant entered into a Commercial Lease Agreement dated [INSERT DATE] (the “**Lease**”) for the purpose of leasing commercial property located at 7110 Citrus Ave., Fontana, California, 92335, in the City of Fontana California (APN 0228-233-01) (the “**Property**”). The Property is improved with Fire Station No. 78 and other improvements. The Parties desire to amend certain provisions of the Lease as provided herein. Capitalized terms used in this First Amendment without definition shall have the same meaning given to such terms in the Lease. To the extent of any inconsistency, this First Amendment shall rule over the provisions of the Lease.

2. Lease Modifications:

(a) Section 4 of the Lease titled “Rent” is hereby amended as follows:

Effective as of March 1, 2026, the annual rent set forth in Section 4 of the Lease is increased by ten percent (10%). From and after such date, the annual rent shall be \$1.05 per square foot per month, or \$75, 552.75 per month, and \$453,316.50 for each six-month period.

Except as expressly modified herein, all other terms and conditions of Section 4 of the Lease, including the annual rent increases set forth in Section 4(d) of the Lease, shall remain unchanged and in full force and effect.

(b) Section 11(a) of the Lease titled “Landlord’s Repair and Maintenance” is hereby amended so that the last sentence of that subsection reads as follows (with the added words shown in bold):

“Landlord shall not be required to make any repairs to the roof, structural foundation, or exterior walls unless and until Tenant has notified Landlord in writing of the need for such repairs and Landlord shall have had a reasonable period thereafter to commence and **complete the repairs.**”

(c) Section 16(b) of the Lease titled “Liability Insurance” is hereby amended so that the insurance limits stated therein are clarified and corrected. The first sentence of Section 16(b) shall read as follows:

“A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) in aggregate, providing coverage for, among other things, blanket contractual liability...”

3. Option to Renew.

The parties acknowledge that the Lease includes an option to renew as set forth in Section 3(c) of the Lease. As of the effective date of this First Amendment, there is no change in the status of the option to renew, and no action has been taken to exercise or approve the option. Other than as expressly stated in this First Amendment, nothing herein is intended to affect or change the option to renew, which remains subject to the terms of the Lease and any required approvals.

4. Back Rent; Separate Agreement.

The parties acknowledge that Section 4(a) of the Lease addresses back rent for Tenant's prior occupancy of the Property beginning on or about July 1, 2015. As of the effective date of this First Amendment, the total amount in back rent owed is \$85,980.04. The Lease further provides that a separate agreement between the parties governs the terms of payment of such back rent. The parties acknowledge that the separate agreement remains in effect. Except as expressly stated in this First Amendment, nothing herein is intended to modify the amount of back rent or the terms governing its payment, which shall continue to be governed by the separate agreement.

5. Ratification; Miscellaneous.

(a) This First Amendment contains the entire agreement between the parties concerning the subject matter hereof, and except as modified by this First Amendment, in all other respects the Lease is remains in full force and effect.

(b) This First Amendment may be executed in one or more counterparts. All terms of the Lease and its Addendums (including this First Amendment) shall remain current, valid and in force upon full execution of this First Amendment.

(c) Subject to the provisions of the Lease prohibiting or limiting the Tenant's right to assign the Lease, otherwise transfer any interest in the Lease, sublease the premises or otherwise allow any other person to occupy or use the leased premises, the provisions of this First Amendment shall be binding upon and inure to the benefit of the parties to this First Amendment and their successors in interest.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date last written below.

LANDLORD

CITY OF FONTANA,
a municipal corporation

By: _____
Name: _____
Its: _____
Dated: _____

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By: _____

TENANT

FONTANA FIRE PROTECTION DISTRICT,
a subsidiary district of the City of Fontana

By: _____
Name: _____
Its: _____
Dated: _____

**FONTANA FIRE STATION NO. 79
FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT**

This First Amendment to the Commercial Lease Agreement (“First Amendment”) is made as of March 1, 2026, (Effective Date) by and between the CITY OF FONTANA, a municipal corporation (“**Landlord**”) and FONTANA FIRE PROTECTION DISTRICT, a subsidiary district of the City of Fontana (“**Tenant**”); collectively, the “Parties.”

1. Background. Landlord and Tenant entered into a Commercial Lease Agreement dated [INSERT DATE] (the “**Lease**”) for the purpose of leasing commercial property located at 5075 Coyote Canyon Rd., Fontana, California, 92335, in the City of Fontana California (APN 1107-262-58) (the “**Property**”). The Property is improved with Fire Station No. 79 and other improvements. The Parties desire to amend certain provisions of the Lease as provided herein. Capitalized terms used in this First Amendment without definition shall have the same meaning given to such terms in the Lease. To the extent of any inconsistency, this First Amendment shall rule over the provisions of the Lease.

2. Lease Modifications:

(a) Section 4 of the Lease titled “Rent” is hereby amended as follows:

Effective as of March 1, 2026, the annual rent set forth in Section 4 of the Lease is increased by ten percent (10%). From and after such date, the annual rent shall be \$1.05 per square foot per month, or \$91,534.80 per month, and \$549,208.80 for each six-month period.

Except as expressly modified herein, all other terms and conditions of Section 4 of the Lease, including the annual rent increases set forth in Section 4(d) of the Lease, shall remain unchanged and in full force and effect.

(b) Section 11(a) of the Lease titled “Landlord’s Repair and Maintenance” is hereby amended so that the last sentence of that subsection reads as follows (with the added words shown in bold):

“Landlord shall not be required to make any repairs to the roof, structural foundation, or exterior walls unless and until Tenant has notified Landlord in writing of the need for such repairs and Landlord shall have had a reasonable period thereafter to commence and **complete the repairs.**”

(c) Section 16(b) of the Lease titled “Liability Insurance” is hereby amended so that the insurance limits stated therein are clarified and corrected. The first sentence of Section 16(b) shall read as follows:

“A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) in aggregate, providing coverage for, among other things, blanket contractual liability...”

3. Option to Renew.

The parties acknowledge that the Lease includes an option to renew as set forth in Section 3(c) of the Lease. As of the effective date of this First Amendment, there is no change in the status of the option to renew, and no action has been taken to exercise or approve the option. Other than as expressly stated in this First Amendment, nothing herein is intended to affect or change the option to renew, which remains subject to the terms of the Lease and any required approvals.

4. Back Rent; Separate Agreement.

The parties acknowledge that Section 4(a) of the Lease addresses back rent for Tenant's prior occupancy of the Property beginning on or about July 1, 2015. As of the effective date of this First Amendment, the total amount in back rent owed is \$104,167.82. The Lease further provides that a separate agreement between the parties governs the terms of payment of such back rent. The parties acknowledge that the separate agreement remains in effect. Except as expressly stated in this First Amendment, nothing herein is intended to modify the amount of back rent or the terms governing its payment, which shall continue to be governed by the separate agreement.

5. Ratification; Miscellaneous.

(a) This First Amendment contains the entire agreement between the parties concerning the subject matter hereof, and except as modified by this First Amendment, in all other respects the Lease is remains in full force and effect.

(b) This First Amendment may be executed in one or more counterparts. All terms of the Lease and its Addendums (including this First Amendment) shall remain current, valid and in force upon full execution of this First Amendment.

(c) Subject to the provisions of the Lease prohibiting or limiting the Tenant's right to assign the Lease, otherwise transfer any interest in the Lease, sublease the premises or otherwise allow any other person to occupy or use the leased premises, the provisions of this First Amendment shall be binding upon and inure to the benefit of the parties to this First Amendment and their successors in interest.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date last written below.

LANDLORD

CITY OF FONTANA,
a municipal corporation

By: _____
Name: _____
Its: _____
Dated: _____

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By: _____

TENANT

FONTANA FIRE PROTECTION DISTRICT,
a subsidiary district of the City of Fontana

By: _____
Name: _____
Its: _____
Dated: _____

**FONTANA FIRE STATION NO. 81
FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT**

This First Amendment to the Lease Agreement (“First Amendment”) is made as of March 1, 2026, (Effective Date) by and between the CITY OF FONTANA, a municipal corporation (“**Landlord**”) and FONTANA FIRE PROTECTION DISTRICT, a subsidiary district of the City of Fontana (“**Tenant**”); collectively, the “Parties.”

1. Background. Landlord and Tenant entered into a Commercial Lease Agreement dated [INSERT DATE] (the “**Lease**”) for the purpose of leasing commercial property located at 16615 Casa Grande Avenue, Fontana, California, 92335, in the City of Fontana California (APN 1118-371-37) (the “**Property**”). The Property is improved with Fire Station No. 81 and other improvements. The Parties desire to amend certain provisions of the Lease as provided herein. Capitalized terms used in this First Amendment without definition shall have the same meaning given to such terms in the Lease. To the extent of any inconsistency, this First Amendment shall rule over the provisions of the Lease.

2. Lease Modifications:

(a) Section 4 of the Lease titled “Rent” is hereby amended as follows:

Effective as of March 1, 2026, the annual rent set forth in Section 4 of the Lease is increased by ten percent (10%). From and after such date, the annual rent shall be \$1.05 per square foot per month, or \$61,080.60 per month, and \$366,483.60 for each six-month period.

Except as expressly modified herein, all other terms and conditions of Section 4 of the Lease, including the annual rent increases set forth in Section 4(c) of the Lease, shall remain unchanged and in full force and effect.

(b) Section 11(a) of the Lease titled “Landlord’s Repair and Maintenance” is hereby amended so that the last sentence of that subsection reads as follows (with the added words shown in bold):

“Landlord shall not be required to make any repairs to the roof, structural foundation, or exterior walls unless and until Tenant has notified Landlord in writing of the need for such repairs and Landlord shall have had a reasonable period thereafter to commence and **complete the repairs.**”

(c) Section 16(b) of the Lease titled “Liability Insurance” is hereby amended so that the insurance limits stated therein are clarified and corrected. The first sentence of Section 16 (b) shall read as follows:

“A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) in aggregate, providing coverage for, among other things, blanket contractual liability...”

3. Option to Renew.

The parties acknowledge that the Lease includes an option to renew as set forth in Section 3(c) of the Lease. As of the effective date of this First Amendment, there is no change in the status of the option to renew, and no action has been taken to exercise or approve the option. Other than as expressly stated in this First Amendment, nothing herein is intended to affect or change the option to renew, which remains subject to the terms of the Lease and any required approvals.

4. Ratification; Miscellaneous.

(a) This First Amendment contains the entire agreement between the parties concerning the subject matter hereof, and except as modified by this First Amendment, in all other respects the Lease is remains in full force and effect.

(b) This First Amendment may be executed in one or more counterparts. All terms of the Lease and its Addendums (including this First Amendment) shall remain current, valid and in force upon full execution of this First Amendment.

(c) Subject to the provisions of the Lease prohibiting or limiting the Tenant's right to assign the Lease, otherwise transfer any interest in the Lease, sublease the premises or otherwise allow any other person to occupy or use the leased premises, the provisions of this First Amendment shall be binding upon and inure to the benefit of the parties to this First Amendment and their successors in interest.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date last written below.

LANDLORD

CITY OF FONTANA,
a municipal corporation

By: _____
Name: _____
Its: _____
Dated: _____

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By: _____

TENANT

FONTANA FIRE PROTECTION DISTRICT,
a subsidiary district of the City of Fontana

By: _____
Name: _____
Its: _____
Dated: _____



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0860

Agenda #: J.

Agenda Date: 3/10/2026

Category: Consent Calendar

FROM:

City Manager's Office

SUBJECT:

A Resolution of the City Council of the City of Fontana Approving Measure I Continuation Expenditure Plan developed by the Board of Directors of the San Bernardino Council Transportation Authority (SBCTA).

RECOMMENDATION:

Adopt **Resolution No. 2026-016**, Approving Measure I Continuation of the Transportation Expenditure Plan developed by the Board of Directors of the San Bernardino County Transportation Authority (Exhibit A).

COUNCIL GOALS:

- Practice sound fiscal management by living within our means while investing in the future.
- Practice sound fiscal management by developing long-term funding and debt management plans.
- Concentrate on Inter-governmental relations by working cooperatively with neighboring jurisdictions.
- Concentrate on Inter-governmental relations by establishing partnerships and positive working relationships with other public agencies providing services to residents and local businesses.
- Concentrate on Inter-governmental relations by pursuing financial participation from county, state and federal governments.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by utilizing Measure-I Funds wisely.

DISCUSSION:

Measure I is San Bernardino County's half-cent sales tax dedicated to transportation improvements, first approved by voters in 1989 and extended in 2004. Administered by the San Bernardino County Transportation Authority (SBCTA), Measure I ensures that funds are reinvested locally through a "return-to-source" policy, meaning each region benefits directly from the revenue it generates.

Measure I has funded a wide range of projects, from freeway expansion and interchange upgrades to public transit enhancements and local road repairs. The one-half of one percent transactions and use tax is set to expire in 2040. SBCTA has prepared an Expenditure Plan for the revenues expected to be derived from the proposed continuation of Measure I, which is anticipated to be placed on the November 3, 2026, ballot.

If approved by the voters, the continuation of Measure I would not institute a new tax, but continue the existing one-half of one percent sales tax for transportation after April 1, 2040.

FISCAL IMPACT:

If passed, it would generate an estimated \$7.5 billion for the region in its first 30 years for local transportation projects.

MOTION:

Approve staff recommendation.

RESOLUTION NO. 2026-016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, APPROVING THE EXPENDITURE PLAN FOR THE EXPENDITURE OF REVENUES IN SAN BERNARDINO COUNTY EXPECTED TO BE DERIVED FROM THE PROPOSED CONTINUATION OF MEASURE I.

WHEREAS, the voters of San Bernardino County passed Measure I in November 1989 and renewed it in 2004, authorizing San Bernardino Associated Governments, acting as the San Bernardino County Transportation Authority, to impose a one-half of one percent transactions and use tax for transportation improvements, applicable in the incorporated and unincorporated territory of the County of San Bernardino, through April 1, 2040, and

WHEREAS, Measure I has provided funding for numerous transportation projects, including freeways, local roads, major streets, interchanges, the Metrolink commuter train system, public buses, traffic signals, and more; and

WHEREAS, the imposition of the one-half of one percent transactions and use tax is set to expire in 2040, and

WHEREAS, San Bernardino County Transportation Authority, after engagement with private sector stakeholders and city and County representatives, has prepared an Expenditure Plan for the revenues expected to be derived from the proposed continuation of Measure I, which is anticipated to be placed on the November 3, 2026, ballot, and

WHEREAS, the proposed Expenditure Plan for the continuation of Measure I is attached hereto as Exhibit A, and

WHEREAS, if approved by the voters, the continuation of Measure I would authorize the collection of a one-half of one percent sales tax and generate an estimated \$7.5 billion in its first 30 years for local transportation projects, and

WHEREAS, if approved by the voters, the continuation of Measure I would not institute a new tax, but continue the existing one-half of one percent sales tax for transportation after April 1, 2040, and

WHEREAS, revenues raised from the continuation of Measure I would remain in San Bernardino County and could not be allocated by the state or federal government, and

WHEREAS, Measure I would provide a long-term funding source to help fight traffic congestion; improve local streets, major roads and highways; and enhance San Bernardino County's economy by providing construction-related jobs, manufacturing jobs, and an effective transportation system to meet the needs of residents and the business community, and

WHEREAS, Public Utilities Code section 180206 requires that the Measure I Continuation Expenditure Plan be approved by the County Board of Supervisors and a majority of the cities representing a majority of the population residing in incorporated areas,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fontana, California, hereby approves the Measure I Continuation Expenditure Plan developed by the Board of Directors of the San Bernardino County Transportation Authority (Exhibit A).

APPROVED AND ADOPTED this 10th day of March, 2026.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council of said City at a regular meeting thereof, held on the 10th day of March 2026, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk of the City of Fontana

Mayor of the City of Fontana

ATTEST:

City Clerk

Exhibit A

Transportation Expenditure Plan

Revenue Estimates and Distribution. Allocation of revenue authorized by Ordinance No. 26-1 is established within this Expenditure Plan. Funds shall be allocated by percentage of the actual revenue received. An estimate of revenues and allocation among categories for the first 30 years is \$7.5 billion. The estimated revenue is based upon 2026 value of money and is not binding or controlling.

Return to Source. After deduction of required CDTFA fees, funds dedicated for the Interregional Mobility Expenditure Plan and authorized administrative costs, revenues generated from each specified Subarea within San Bernardino County will be expended on projects of direct benefit to that Subarea. Revenues will be accounted for separately for each Subarea and then allocated to specified project categories. Decisions on how revenues for certain project categories are expended within the Subareas will be made by the Authority Board of Directors, based upon recommendation of local representatives.

Subarea Identification. The San Bernardino Valley Subarea will include the cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa and unincorporated areas in the east and west portions of the San Bernardino valley urbanized area. The Mountain/Desert area will include the following subareas: (1) The North Desert Subarea, which includes the City of Barstow and surrounding unincorporated areas; (2) The Colorado River Subarea, which includes the City of Needles and the surrounding unincorporated areas of the East Desert; (3) The Morongo Basin Subarea, which includes the City of Twentynine Palms, Town of Yucca Valley, and surrounding unincorporated areas; (4) The Mountain Subarea, which includes the City of Big Bear Lake and surrounding unincorporated areas of the San Bernardino Mountains; and (5) the Victor Valley Subarea, which includes the Cities of Adelanto, Hesperia, and Victorville; the Town of Apple Valley; and surrounding unincorporated areas including Wrightwood.

Contribution from New Development. No revenue generated from the tax shall be used to replace the fair share contributions required from new development as further described in Section 8 of the Ordinance.

Requirement for Annual Financial and Compliance Audits of Measure Funds. The San Bernardino County Transportation Authority shall undergo a biennial financial audit, and each local jurisdiction receiving an allocation of Measure revenue authorized in this Expenditure Plan shall undergo an annual financial audit, with all audits to be performed in accordance with generally accepted auditing standards and government auditing standards issued by the Comptroller General of the United States. Compliance audits also shall be conducted to ensure that each agency is expending funds in accordance with the provisions and guidelines established for Measure revenue including compliance with Maintenance of Effort provisions

The Interregional Mobility Expenditure Plan. Upon initial collection of revenue, 3% of the revenue generated across all San Bernardino County subareas will be reserved in advance of other allocations specified in this plan, in an account for the Interregional Mobility Expenditure Plan. The Interregional Mobility Expenditure Plan will provide resources for the planning and implementation of projects and programs that provide critical infrastructure to communities impacted by regional motorist, tourism, interregional travel, and goods movement. This program will help plan and deliver critical infrastructure improvements, such as enhancements in the Cajon Pass and other key corridors, that address congestion,

enhance mobility, improve safety, and strengthen resilience. It will also support evacuation planning, bolster emergency response capabilities, improve primary evacuation routes, and fund transit-related evacuation needs. In addition, the program will be available to address unexpected infrastructure damage resulting from natural or human-caused disasters, ensuring rapid recovery and the restoration of essential interregional mobility.

San Bernardino Valley Subarea Expenditure Plan. In that area described as the San Bernardino Valley Subarea, and referred to herein as the Valley Subarea, project categories shall be established as specified below. The San Bernardino Valley Subarea Expenditure Plan is illustrated in Figure A.

- A. State and Federal Transportation Funds.** A proportional share of projected state and federal transportation funds shall be reserved for use solely within the Valley Subarea.
- B. Local Mobility 25%.** Local priorities that focus on local roadway, bikeway, and sidewalk construction, repair, and maintenance for improved localized movement. Includes pass through for local priorities such as: local street widening & rehabilitation, potholes, grade separations, sidewalks, bike lanes, streetlights, and quiet zones. Allocations to local jurisdictions shall be on a per capita basis using the most recent State Department of Finance population estimates for January 1, with the County's portion based upon unincorporated population in the Valley Subarea. Estimates of unincorporated population within the Valley Subarea shall be determined by the County Planning Department, reconciled with the State Department of Finance population estimate for January 1 of each year.

Upon initial collection of revenue, each local jurisdiction shall reserve 5% of allocated revenue in a special account to be expended on active transportation projects. Eligible active transportation projects may include, at the discretion of the local jurisdiction, bicycle and pedestrian projects and costs for associated studies or plans. If, after at least ten years of revenue collection, the local jurisdiction's governing body makes a finding that the reserve for active transportation projects is no longer necessary, and the Authority Board of Directors subsequently approves the finding, then all Local Mobility funds allocated to the local jurisdiction may be used for any eligible purpose.

Local Mobility projects are defined as local street and road construction, repair, and maintenance and other eligible local transportation priorities. Except as set forth herein, Local Mobility funds can be used flexibly for any eligible transportation purpose determined to be a local priority, including local streets, major highways, state highway improvements, transit, and other improvements/programs to maximize use of transportation facilities. Expenditure of Local Mobility funds shall be based upon a Five-Year Plan adopted annually by the governing body of each local jurisdiction after being made available for public review and comment. Local Mobility funds shall be disbursed to local jurisdictions upon receipt of the annually adopted Five-Year Plan. The locally adopted Five-Year Plan shall be consistent with local, regional, and state transportation plans.

- C. Regional Mobility 50%.** Regional priorities that focus on goods movement, transit, managed lanes, congestion management, and emerging transportation technologies to enhance regional movement and include: highway improvements, bus and passenger rail (capital and rehabilitation), corridors, interchanges, environmental mitigation, traffic management systems (freeway service patrol and air quality strategies), quiet zones, planning and project development, and emerging transportation technology.

Regional Mobility projects are defined as congestion relief and safety improvements to corridors that connect communities, serve major destinations, and provide freeway access. Decisions on how Regional Mobility funds are expended will be made by the Authority Board of Directors, based upon recommendation of local jurisdiction representatives. Funding priorities shall be given to improving roadway safety, relieving congestion, and street improvements at rail crossings and shall take into

account equitable geographic distribution over the life of the program. Eligible projects also include, but are not limited to, signal synchronization, systems to improve traffic flow, commuter assistance programs, freeway service patrol, and projects that contribute to environmental enhancement associated with transportation facilities.

- D. Operations 25%.** Resourcing the operational costs for providing mobility services via rail, transit, senior and specialized services, first/last mile connections, ridesharing, and safety support functions. Decisions on how Operations funds are expended will be made by the Authority Board of Directors, based upon recommendations of local jurisdiction representatives. Funding priorities shall be given to maintaining core services across all modes of mobility.

Mountain/Desert Expenditure Plan. In that area described as the Mountain/Desert area, the following Expenditure Plan requirements shall apply. The Mountain/Desert Subarea Expenditure Plan is illustrated in Figure B.

- A. State and Federal Transportation Funds.** A proportional share of projected state and federal transportation funds shall be reserved for use solely within the Mountain/Desert Subareas.
- B. Local Mobility 70%.** Local priorities that focus on local roadway, bikeway, and sidewalk construction, repair, and maintenance for improved localized movement. Includes pass through for local priorities such as: local street widening & rehabilitation, potholes, grade separations, sidewalks, bike lanes, and streetlights. Allocations to local jurisdictions shall be based upon population (50 percent) and tax generation (50 percent). Population calculations shall be based upon the most current State Department of Finance estimates for January 1 of each year. Estimates of unincorporated population within each Subarea shall be determined by the County Planning Department, reconciled with the State Department of Finance population estimate. Tax generation calculations shall be based upon CDTFA data.

Upon initial collection of revenue, each local jurisdiction shall reserve 5% of allocated revenue in a special account to be expended on active transportation projects. Eligible active transportation projects may include, at the discretion of the local jurisdiction, but are not limited to, bicycle and pedestrian projects and costs for associated studies or plans. If, after at least ten years of revenue collection, the local jurisdiction's governing body makes a finding that the reserve for active transportation projects is no longer necessary, and the Authority Board of Directors subsequently approves the finding, then all Local Mobility funds allocated to the jurisdiction may be used for any eligible purpose.

Local Mobility projects are defined as local street and road construction, repair, and maintenance and other eligible local transportation priorities. Except as set forth herein, Local Mobility funds can be used flexibly for any eligible transportation purpose determined to be a local priority, including local roads, major streets, state highway improvements, transit, including but not limited to, fare subsidies and service enhancements for seniors and persons with disabilities, and other improvements/programs to maximize use of transportation facilities. Expenditure of Local Mobility funds shall be based upon a Five-Year Plan adopted annually by the governing body of each local jurisdiction after being made available for public review and comment. Local Mobility funds shall be disbursed to local jurisdictions upon receipt of the annually adopted Five-Year Plan. The locally adopted Five-Year Plans shall be consistent with other local, regional, and state transportation plans.

- C. Regional Mobility 20%.** Regional priorities that focus on goods movement, transit, managed lanes, congestion management, and emerging transportation technologies to enhance regional movement and include: highway improvements, bus and passenger rail (capital and rehabilitation), corridors, interchanges, environmental mitigation, traffic management systems (freeway service patrol and air quality strategies), planning and project development, and emerging transportation technology.

Revenue collected within each Subarea shall be reserved in a special account to be expended on Regional Mobility projects of benefit to the Subarea. Regional Mobility projects are defined as major streets and highways serving as primary routes of travel within the Subarea, which may include State highways and freeways, where appropriate. Regional Mobility Projects funds can be used to leverage state and federal funds for transportation projects and to perform advance planning/project reports. Expenditure of Regional Mobility funds shall be approved by the Authority Board of Directors, based upon a recommendation of Subarea representatives and the Mountain/Desert Policy Committee. If, after five years of revenue collection and every five years thereafter, the local representatives and the Mountain/Desert Policy Committee make a finding that Regional Mobility funds are not required for improvements of benefit to the Subarea, then revenue in the Regional Mobility category may be returned to local jurisdictions within the Subarea. Such return shall be allocated and expended based upon the formula and requirements established in the Local Mobility category.

- D. Operations 10%.** Resourcing the operational costs for providing mobility services via rail, transit, senior and specialized services, first/last mile connections, ridesharing, and safety support functions. Decisions on how Operations funds are expended will be made by the Authority Board of Directors, based upon recommendation of Subarea representatives and the Mountain/Desert Policy Committee and/or Transit Committee. Funding priorities shall be given to maintaining core services across all modes of mobility services.

The Authority Board of Directors, based upon recommendation of Subarea representatives and the Mountain/Desert Policy Committee, may provide additional funding beyond 10% upon a finding that such increase is required to address unmet transit needs of the Subarea. All increases above the 10% initial revenue collected for the Operations category shall come from the Local Mobility category of the Subarea.

- E. Mountain/Desert Policy Committee.** The Mountain/Desert Policy Committee of the Authority shall remain in effect and provide oversight of the implementation of the Mountain/Desert Expenditure Plan.

Measure “I”
Transportation Expenditure Plan

FIGURE A
San Bernardino Valley Subarea Expenditure Plan

Local Mobility 25%

Local priorities that focus on local roadway, bikeway, and sidewalk construction, repair and maintenance for improved localized movement. Includes pass through for local priorities.

- Local Street Widening & Rehabilitation
- Potholes
- Grade Separations
- Sidewalks
- Bike Lanes
- Streetlights
- Quiet Zones

Regional Mobility 50%

Regional priorities that focus on goods movement, transit, managed lanes, congestion management, and emerging transportation technologies to enhance regional movement.

- Highway Improvements
 - Managed Lanes
- Bus and Passenger Rail
 - Capital and Rehabilitation
- Corridors
 - Roadway, Transit, ATP
- Interchanges
- Environmental Mitigation
- Traffic Management Systems
 - Freeway Service Patrol
 - Air Quality Strategies
- Planning and Project Development
- Emerging Transportation Technology
- Quiet Zones

Operations 25%

Resourcing the operational costs for providing mobility services via transit, senior and specialized services, first/last mile connections, and safety support functions.

- Transit Operations
 - Bus, Rail, Innovative Technology
 - Student, Senior and Disabled Transit
- Traveler Emergency Network
- Vanpool/Ride Share
- First/Last Mile

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FIGURE B
Mountain Desert Expenditure Plan

Local Mobility 70%

Local priorities that focus on local roadway, bikeway, and sidewalk construction, repair and maintenance for improved localized movement. Includes pass through for local priorities.

- Local Street Widening & Rehabilitation
- Potholes
- Grade Separations
- Sidewalks
- Bike Lanes
- Streetlights
- Quiet Zones

Regional Mobility 20%

Regional priorities that focus on goods movement, transit, managed lanes, congestion management, and emerging transportation technologies to enhance regional movement.

- Highway Improvements
 - Managed Lanes
- Bus and Passenger Rail
 - Capital and Rehabilitation
- Corridors
 - Roadway, Transit, ATP
- Interchanges
- Environmental Mitigation
- Traffic Management Systems
 - Freeway Service Patrol
 - Air Quality Strategies
- Planning and Project Development
- Emerging Transportation Technology
- Quiet Zones

Operations 10%

Resourcing the operational costs for providing mobility services via transit, senior and specialized services, first/last mile connections, and safety support functions.

- Transit Operations
 - Bus, Rail, Innovative Technology
 - Student, Senior and Disabled Transit
- Traveler Emergency Network
- Vanpool/Ride Share
- First/Last Mile

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Exhibit “B”

Independent Taxpayer Oversight Committee (ITOC)

ITOC Goal and Function. Voter approval of this Measure shall result in the continuation of the existing Independent Taxpayer and Oversight Committee (ITOC) as follows:

The ITOC shall provide citizen review to ensure that all Measure funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provisions of the Expenditure Plan and Ordinance No. 26-1, Measure I and the Measure I Expenditure Plan.

Audit Requirement. A bi-annual fiscal and compliance audit shall be performed in accordance with generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States. The audit shall review the basic financial statements of the Authority as defined by the Governmental Accounting Standards Board and the financial and compliance audits of the member jurisdictions.

Role of Financial and Compliance Audit and the ITOC. The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration that the ITOC believes may improve the financial operation and integrity of program implementation.

The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Authority Board of Directors meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.

Membership and Selection Process. The Authority shall have an open process to select five committee members, which shall include solicitation of trade and other organizations to suggest potential nominees to the committee. The committee members shall possess one of the following credentials:

- Professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.
- Licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure funding.
- Three public members who possess knowledge and skills that will be helpful to the work of the ITOC.

The Chair and the Executive Director of the Authority shall serve as ex-officio members of the ITOC.

Terms and Conditions for Committee. Committee members shall serve staggered four-year terms. In no case shall any voting committee member serve more than twelve years on the ITOC.

- Committee members shall serve without compensation, except they shall be reimbursed for authorized travel and other expenses directly related to the work of the ITOC.
- Committee members cannot be a current local elected official in the County or a full-time staff member of any city/town, the County government, local transit operator, or state transportation agency.
- Non-voting ex-officio committee members shall serve only as long as they remain incumbents in their respective positions and shall be automatically replaced by their successors in those positions.
- If vacancies on the ITOC occur, for any reason, Authority staff will collaborate with Authority Board members to find an appropriate replacement, within 90 days of the vacancy or as soon thereafter as possible, to fill the remainder of the term.
- When more than one application is received for a vacancy, the General Policy Committee will make a recommendation to the Authority Board of Directors to appoint an applicant to the ITOC.
- When only one application is received, the Board President will recommend to the Board the applicant's appointment to the ITOC.

ITOC Operation Protocols.

- The ITOC shall continue as long as Measure revenues are collected.
- Authority Board of Directors and staff shall fully cooperate with and provide necessary support to ensure the ITOC successfully carries out its duties and obligations.

Conflict of Interest. ITOC voting members shall have no legal action pending against the Authority and are prohibited from acting in any commercial activity directly or indirectly involving the Authority, such as being a consultant during their tenure on the ITOC. ITOC voting members shall not have direct commercial interest or employment with any public or private entity that receives the transportation tax funds authorized by the voters in this Ordinance.

Exhibit C (Ballot Question)

Measure "I" Local Transportation Improvement Program

San Bernardino County Road Repair/Traffic Relief Extension

Without raising tax rates, shall an ordinance to fund repairing potholes; keeping local roads in good condition; completing freeway/highway projects to improve traffic flow/safety, reduce traffic bottlenecks;

upgrading aging bridges/overpasses; creating local jobs; keeping student/senior/disabled/veteran transit fares low be adopted, extending the ½¢ voter-approved transportation sales tax, providing approximately \$250,000,000 annually until ended by voters, requiring audits, oversight, spending disclosure, local control?

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