

City of Fontana

8437 Sierra Avenue
Fontana, CA 92335



Regular Agenda

Ord. No. 1982 Reso. No. 2026-001

Tuesday, January 13, 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. Meetings are held at the Steelworkers' 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 Steelworkers' 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 Steelworkers' Auditorium. All bags are subject to search. Face masks are prohibited in the Steelworkers' Auditorium, but clear masks will be provided upon request to accommodate individuals with medical needs, ensuring their safety and well-being. Before entering the Steelworkers' Auditorium, you may be subject to a metal detector screening. The City Manager retains the discretion to grant any exemptions. Fontana aims to provide safe buildings for our community members, employees, and visitors.

PUBLIC COMMUNICATION - CLOSED SESSION:

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

A. Public Communications - Closed Session

CLOSED SESSION:

A. 1:00 P.M. CLOSED SESSION

- A. 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS** [26-0737](#)
(Gov. Code section 54956.8)
Property: 15166 Foothill Blvd.
City Negotiator: Phillip Burum, Deputy City Manager
Negotiating Party: Aldea Fontana Foothill, LLC
Under Negotiation: Price and Terms of payment

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE

SECTION 54956.9 (a)

Case: Doug Locey vs. City of Fontana Workers' Compensation (Compromise and Release)

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

Case: Michael Hall vs. City of Fontana Workers' Compensation (Compromise and Release)

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

Case: Samuel Wooten vs. City of Fontana Workers' Compensation (Compromise and Release)

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

Case: Inland Coalition for Immigrant Justice v. City of Fontana

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**

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 [26-0727](#)

Approve the minutes of the December 9, 2025, Regular City Council Meeting.

Attachments: [Attachment No. 1- City Council Meeting Minutes 12-09-2025.pdf](#)

B. 2026 City Holiday and City Council Meeting Calendar - Revisions and Ratification [26-0742](#)

Ratify the reinstatement of the January 13, 2026, City Council meeting and approve the revised 2026 Calendar of City-recognized holidays and City Council meetings.

Attachments: [Attachment No. 1- 2026 City Hall Holiday Calendar.pdf](#)
[Attachment No. 2- 2026 City Council Meetings.docx](#)

C. Adoption of Ordinance No. 1977 (Second Reading), approving pursuant to a Mitigated Negative Declaration, Zoning District Map Amendment No. 24-0004 to update the zoning map from Multi-Family Medium/High Residential (R-4) to Multi-Family Residential (R-3) for 35 parcels [26-0724](#)

Conduct a second reading by title only and adopt **Ordinance No. 1977**, approving pursuant to a Mitigated Negative Declaration, Zoning District Map Amendment No. 24-0004 to update the zoning map from Multi-Family Medium/High Residential (R-4) to Multi-Family Residential (R-3) for 35 parcels (APNs: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05) on approximately 31.0 acres.

Attachments: [Attachment No. 1-Ord 1977.docx](#)

D. Adoption of Ordinance No. 1978 (Second Reading), approving Master Case No. 25-0082 and Municipal Code Amendment No. 25-0012, amending Chapter 17 (Motor Vehicles and Traffic), Article X (Truck Routes) to modify the listed city commercial truck route system to be consistent with the proposed Community Mobility and Circulation Element amendments [26-0726](#)

Conduct a second reading by title only and adopt **Ordinance No. 1978**, approving Master Case No. 25-0082 and Municipal Code Amendment No. 25-0012, amending Chapter 17 (Motor Vehicles and Traffic), Article X (Truck Routes) to modify the listed city commercial truck route system to be

consistent with the proposed Community Mobility and Circulation Element amendments.

Attachments: [Attachment No. 1- Ord 1978.docx](#)

- E. **Adoption of Ordinance No. 1979 (Second Reading), Amending Fontana Municipal Code Section 2-39 to Increase the Salary for Members of the City Council and Mayor** [26-0728](#)

Conduct a second reading by title only and adopt **Ordinance No. 1979** (Second Reading), Amending Fontana Municipal Code Section 2-39 to Increase the Salary for Members of the City Council and Mayor.

Attachments: [Attachment No. 1- Ord 1979.docx](#)

- F. **Adoption of Ordinance No. 1980 (Second Reading), Adding Article IX of Chapter 23 of the Fontana Municipal Code Regarding Prevention of Pollutants into Storm Drains** [26-0731](#)

Conduct a second reading by title only and adopt **Ordinance No. 1980** (Second Reading), Adding Article IX of Chapter 23 of the Fontana Municipal Code Regarding Prevention of Pollutants into Storm Drains.

Attachments: [Attachment No. 1- Ord 1980.docx](#)

- G. **Adoption of Ordinance No. 1981 (Second Reading), Amending Fontana Municipal Code Sections 15-820 (Permits Required) and 15-821 (Review Of Permit Application; Decision) to Comply with New State Law and Help Protect the City's Community by Effectively Regulating the Sale of Food, Goods, and Merchandise that Create a Health and Safety Danger** [26-0733](#)

Conduct a second reading by title only and adopt **Ordinance No. 1981** (Second Reading), Amending Fontana Municipal Code Sections 15-820 (Permits Required) and 15-821 (Review of Permit Application; Decision) to Comply with New State Law and Help Protect the City's Community by Effectively Regulating the Sale of Food, Goods, and Merchandise that Create a Health and Safety Danger.

Attachments: [Attachment No. 1- Ord 1981.docx](#)

- H. **Final Acceptance of McDermott Soccer Field Fencing & Installation Project (PW-24-139-CC)** [25-0676](#)

Accept as complete the work performed by DASH Construction Company, Inc. for the McDermott Soccer Field Fencing & Installation Project (PW-24-139-CC).

Attachments: [Attachment No. 1- Contract Change Order 1 SIGNED.pdf](#)

I. Acceptance of Fontana's Downtown Economic Development Grant [25-0688](#)

1. Authorize the City Manager or his designee to enter into a contract with the San Bernardino County Board of Supervisors to accept a contribution in the amount of \$150,000 for the Downtown Economic Development and promotional events.
2. Authorize the City Manager, or City Manager's designee, to execute and transmit any documents necessary or desirable to ensure the City's timely submittal and execution of the Board of Supervisors discretionary funding allocation.

Attachments: [Attachment No. 1- CON-BOS-01-13-26-BDF-D2-City of Fontana Downtown Economic Development Plan.pdf](#)

J. Final Acceptance of Stage Red Theater Outdoor Deck Construction Project (PW-25-125-SB) [25-0697](#)

Accept as complete the work performed by Oppenheimer National for the Stage Red Theater Outdoor Deck Construction Project (PW-25-125-SB).

K. Approve Amendment No. 1 to a Professional Services Agreement for the Design Services of 8470 Nuevo Avenue Renovation Project (DE-25-179-SP) [26-0708](#)

1. Approve and authorize the City Manager to execute Amendment No. 1 to a Professional Services Agreement with Steiner Studio of 8470 Nuevo Avenue Renovation Project in the amount of \$74,500.00 for a total contract amount of \$292,800.00.
2. Approve and Authorize the City Manager, or City Manager's designee, to execute any future amendments and documents necessary for the Design and Engineering Services of 8470 Nuevo Avenue Renovation Project.

Attachments: [Attachment No. 1- Vicinity Map \(1\).pdf](#)
[Attachment No. 2- Amendment No. 1](#)

L. Approve Right of Entry to Construct and Maintenance Agreement with the Property Owner at 7893 Sierra Avenue, Fontana CA 92335 [26-0716](#)

Approve and authorize the City Manager to execute the Right of Entry to Construct and Maintenance Agreement with the property owner at 7893 Sierra Avenue, Fontana CA 92335.

Attachments: [Attachment No. 1- Agreement Signed.pdf](#)
[Attachment No. 2- 7893 Sierra Ave Exhibit A.pdf](#)

M. Approve Joint Use Agreement with Southern California Edison Company on Locust Avenue and Armstrong Avenue [26-0721](#)

Attachments: [Attachment No. 1- Final Draft of the SCE JUA at Locust & Armstrong for City signature.pdf](#)

N. Sewer Rate Study and Proposition 218 [26-0723](#)

1. Award a contract and authorize the City Manager to execute the Professional Services Agreement for the Sewer Rate Study and Proposition 218 Process (DE-26-77-SP) with Raftelis Financial Consultants, Inc in the amount of \$104,640.
2. Approve and authorize the City Manager to execute any future amendments for the Sewer Rate Study and Proposition 218 Process agreement (DE-26-77-SP).

Attachments: [Attachment No. 1- Sewer Rate Study Scoring Matrix.pdf](#)
[Attachment No. 2 - Sewer Rate Study Project Bid Summary.pdf](#)
[Attachment No. 3 - PSA Sewer Rate Study DE-26-77-SP.pdf](#)

O. Final Acceptance of Perimeter Street, Storm Drain, Sewer and CFD Landscape Improvements for Tract No. 18974 [26-0725](#)

1. Accept as complete the perimeter street, storm drain, sewer and CFD landscape improvements for Tract No. 18974 along Knox Avenue and Havana Court.
2. Adopt **Resolution No. 2026-001**, accepting sewers in Tract 18974 as part of the City sewer system.

Attachments: [Attachment No. 1 - TM 18974 - Sewer Acceptance Resolution.pdf](#)
[Attachment No. 2 - TM 18974 - Subdivision Improvement Agreement & Bonds.pdf](#)
[Attachment No. 3 - TM 18974.pdf](#)
[Attachment No. 4 - TM 18974 Certificate of Correction.pdf](#)
[Attachment No. 5 - TM 18974 - Vicinity Map.pdf](#)

P. Award Bid for Heritage Community Center Pool Plastering (PW-26-70-SB) [26-0740](#)

1. Award bid and authorize the City Manager to enter into a construction contract with California Landscape and Design, Inc., for Heritage Community Center Pool Plastering in the amount of \$151,219.00 and authorize a 10% contingency in the amount of \$15,122.00 for a total contract authorization amount of \$166,341.00 (PW-26-70-SB).

2. Approve an appropriation of \$23,341.00 from available fund balance in ORG# 60437000.
3. Authorize the City Manager to execute any related items on the behalf of the City of Fontana for Heritage Community Center Pool (PW-26-70-SB).

Attachments: [Attachment No. 1 - Summary Bid Results.docx](#)
[Attachment No. 2-Project Report.pdf](#)
[Attachment No. 3-Bid Recap Letter PW-26-70-SB.pdf](#)

Q. Authorize Operating funding to the Stage Red Enterprise Fund. [26-0738](#)

1. Approve funding for operating expenses to ASM Global in an amount not to exceed \$500,000.
2. Amend the Memorandum of Understanding (MOU) for the inter-city loan between the City of Fontana General Fund and the Stage Red Enterprise Fund increasing the loan by \$314,587 from \$1,750,000 to \$2,064,587.

Attachments: [Stage Red Enterprise Loan \\$226587.docx](#)

R. Appointment of Mayor Pro Tem and City Council Members to Local Agencies and Regional Boards for Calendar Year 2026 [26-0751](#)

1. Appoint Council Member Peter Garcia as Mayor Pro Tem for a one-year term.
2. Approve the appointments of City Council Members to various local agencies, regional boards, authorities, and advisory committees for calendar year 2026, as outlined in the attached appointment list.

Attachments: [Attachment No. 1- Proposed Local Organization Appointments - 2026.pdf](#)

S. Police Department Monthly Information Update (October 2025) [26-0747](#)

Accept the Police Department monthly information update for October 2025.

Attachments: [Attachment No. 1- October 2025 Report for City Council Rev2.pptx](#)

T. Police Department Monthly Information Update (November 2025) [26-0748](#)

Accept the Police Department monthly information update for November 2025.

Attachments: [Attachment No. 1- November 2025 Report for City Council Rev2.pptx](#)

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 February 10, 2026 at 2:00 p.m. in the Steelworkers' Auditorium located at 8437 Sierra Avenue, Fontana, California.



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0737

Agenda #: A.

Agenda Date: 1/13/2026

Category: Closed Session

Closed Session

Tuesday, January 13, 2026

1:00 P.M.

Steelworkers' Auditorium



City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus "Jesse" Sandoval, Council Member

Phillip W. Cothran., Council Member



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0727

Agenda #: A.

Agenda Date: 1/13/2026

Category: Consent Calendar

FROM:

City Clerk

SUBJECT:

Approval of Minutes

RECOMMENDATION:

Approve the minutes of the December 9, 2025, Regular City Council Meeting.

COUNCIL GOALS:

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

DISCUSSION:

The City Council will consider approval of the minutes of the December 9, 2025, Regular City Council Meeting. The draft minutes are attached to this report for Council review and approval.

FISCAL IMPACT:

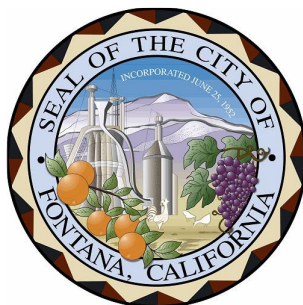
None.

MOTION:

Approve staff recommendation.

City of Fontana

8437 Sierra Avenue
Fontana, CA 92335



Minutes

Tuesday, December 9, 2025

2:00 PM

Grover W. Taylor Council Chambers

City Council Meeting

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

CLOSED SESSION:

A. 1:00 P.M. CLOSED SESSION

The Closed Session meeting of the Fontana City Council was held in the Executive Conference Room, 8353 Sierra Avenue, Fontana, CA 92335, on Tuesday, December 9, 2025.

Mayor Warren called the meeting to order at 1:01 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: 15166 Foothill Blvd.

City Negotiator: Phillip Burum, Deputy City Manager

Negotiating Party: Aldea Fontana Foothill, LLC

Under Negotiation: Price and Terms of payment

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

Case: Inland Coalition for Immigrant Justice v. City of Fontana

3. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6

City Negotiator: Mayor Acquanetta Warren and Mayor Pro Tem Peter Garcia

Employee Organization(s): City Manager, Unrepresented

CALL TO ORDER/ROLL CALL:

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

The Regular Meeting of the Fontana City Council was held in the Grover W. Taylor Council Chambers, 8353 Sierra Avenue, Fontana, CA 92335, on Tuesday, December 9, 2025.

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

ROLL CALL:

PRESENT: Mayor Warren, Mayor Pro Tem Garcia, Council Members 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 Mayor Pro Tem Garcia.

CLOSED SESSION ANNOUNCEMENT:

City Attorney Stephen Deitsch reported that the City Council met in Closed Session on the items listed on the agenda, provided direction to staff, and took no reportable action. He also noted that the City Council would reconvene Closed Session after the meeting to discuss Item 3.

CEREMONIAL ITEMS/PRESENTATIONS:

A. Mayor Warren and City Council to recognize, Records Coordinator, Kathy Kasinger on her retirement.

Mayor Warren and the City Council recognized, Records Coordinator Kathy Kasinger on her retirement.

B. Mayor Warren and City Council to recognize Corporals Christopher Romo, Louis Rios, Samuel Saenz, Johsua Patty and Paul Beltran, Officers Isaiah Sandoval, Bishop Thompson, Christopher Drayer, Celestine Cazares, Donte Gentry, Joshua Rodriguez, Police Digital Forensics II, Kurt Wagner and Police Administrative Technician Cassandra Pimentel as October 2025 Employees of the month.

Mayor Warren and City Council recognized Corporals Christopher Romo, Louis Rios, Samuel Saenz, Johsua Patty and Paul Beltran, Officers Isaiah Sandoval, Bishop Thompson, Christopher Drayer, Celestine Cazares, Donte Gentry, Joshua Rodriguez, Police Digital Forensics II, Kurt Wagner and Police Administrative Technician Cassandra Pimentel as October 2025 Employees of the month.

PUBLIC COMMUNICATIONS:

The following individuals spoke under public communications:

Dale Evans with the Fontana Exchange Club invited the community to the City's Christmas

parade and encouraged participation in Fontana's Martin Luther King Jr. Day of Service, highlighting its growth, partnership with the City, and a goal of increasing volunteer involvement in upcoming service projects.

Grace expressed concerns about the handling of a prior meeting, raised issues related to immigration enforcement activity at community events, and urged the City Council to increase transparency and consider policy changes to address community safety and trust.

Margie asked that the Municipal Code be amended to restrict construction of balconies that are too close to other homes.

Floyd Gross thanked the Mayor and City staff for past support following a personal hardship and expressed appreciation for assistance received from the Fontana Police Department. He also raised concerns about criminal activity and safety issues occurring at his housing complex and requested attention to security and enforcement at the property.

Bishop Emory James with Ephesians New Testament Church praised the City's growth and accountability, announced the 2026 Martin Luther King Jr. Celebration scheduled for January 17, 2026, at Stage Red with a gospel music theme, and invited City Council members and the community to attend while reflecting on the history and significance of the celebration in Fontana.

CONSENT CALENDAR:

Item W.

Prior to the motion being made, City Attorney Deitsch recommended pulling Item W (Third Amendment to the City Manager Contract) from the consent calendar for discussion in continued Closed Session. Following Closed Session, the Council will return to open session and take any action deemed appropriate on Item W.

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

- | | | |
|-----------|--|----------------|
| A. | Approval of Minutes | 25-0649 |
| | Approve the minutes of the October 28, 2025, Regular City Council Meeting and the November 12, 2025, Special City Council Meeting. | |
| B. | 2026 City Hall Holiday and City Council Meeting Calendar | 25-0648 |
| | Approve the attached proposed Calendar of City Holidays and City Council Meetings for the year 2026. | |
| C. | Amendment of the Conflict-of-Interest Code for the City of Fontana, Pursuant to the Political Reform Act of 1974 | 25-0452 |

Adopt **Resolution No. 2025-104**, of the City Council of the City of Fontana, California, adopting and approving the amended Conflict-of-Interest Code for the City of Fontana, Pursuant to the Political Reform Act of 1974.

D. Reject All Bids for the Fire Station No. 80 - Training Center (Bid 25-0581 No. DE-24-01-SP)

Reject All Bids and authorize to re-bid the Fire Station No. 80 - Training Center.

E. Adopt the Updated Salary Table for the Non-Classified, Part-time 25-0612 Classifications Due to Minimum Wage Increases.

Adopt **Resolution No. 2025-105**, a resolution of the City Council of the City of Fontana adopting the non-classified, part-time salary table to comply with minimum wage increases, effective January 1, 2026.

F. Final Acceptance of the Sidewalk Reconstruction Project #1 25-0630 (Grids 29, 35, 36, and 42) (DE-24-108-SB)

Accept as complete the work performed by SNZ Contractors, Inc. for the Sidewalk Reconstruction Project #1 (Grids 29, 35, 36, and 42) (DE-24-108-SB).

G. Purchase and install police and safety vehicle equipment 25-0639 for city vehicles.

1. Authorize the Purchasing Division to utilize the General Services Administration (GSA) contract #GS-07F-0512T to procure and install police and safety vehicle equipment through the contract period of July 31, 2027, per Purchasing Policies and Procedure Manual 3.1.5 Non-Competitive Proposal.
2. Approve the annual purchase of police safety equipment from Dana Safety Supply Inc. for equipment parts and changeover services in an amount not to exceed \$350,000.00.

H. Authorize the Renewal of Licensing for Varonis DatAdvantage 25-0641 Data Audit and Protection Software Solution

1. Authorize the Purchasing Division to utilize the OMNIA Partners IT Solutions, Products, and Services contract #2024056-02 to renew licensing and support for Varonis DatAdvantage Data Audit and Protection Software per Purchasing Policies and Procedure Manual 3.1.5 Non-Competitive Proposal.
2. Approve the purchase from SHI International Corp in the amount of \$216,932.08.

- I. FY 2024 Emergency Management Performance Grant Program 25-0654 Award (EMPG)**
1. Accept the FY 2024 Emergency Management Performance Grant in the amount of \$23,197.
 2. Authorize the Emergency Services Coordinator to sign all related grant documents including extensions or modifications for the grant; and expend funds as outlined in the grant agreement.
 3. Approve the City's in-kind match of \$23,197.
- J. Ratification of the 2024 - 2028 Memorandum of Understanding for the Fontana Police Management Association. 25-0658**
- Adopt **Resolution No. 2025-106**, a resolution of the City Council of the City of Fontana, California, approving the Memorandum of Understanding and the updated salary tables between the Fontana Police Management Association and the City to establish terms of employment.
- K. Acceptance of Final Parcel Map No. 20834 for the Development of a Commercial Property on the north side of Slover Avenue, between Citrus and Oleander Avenues, and the Abandonment of Easements on Said Map 25-0671**
1. Approve Final Parcel Map No. 20834, located on the north side of Slover Avenue, between Citrus Avenue and Oleander Avenue.
 2. Accept dedication of public streets and easements.
 3. Authorize the Mayor and City Clerk to certify the abandonment of a certain portion of right-of-way on Boyle Avenue as identified on the parcel map.
- L. Approve Security Substitution for Tract No. 20397, Located West of Banana Avenue and South of Foothill Boulevard, for Serena Village 206 Owner, LLC 25-0672**
- Approve security substitution for infrastructure improvements of Tract No. 20397 and authorize the City Manager to enter into a Subdivision Improvement Agreement with Serena Village 206 Owner, LLC for construction of infrastructure improvements.
- M. Resolution of the City Council of the City of Fontana Declaring, Pursuant to Government Code Section 54221, that Real Property Located at 7028 Citrus Avenue, Fontana, California, Owned by the City of Fontana, Identified as Assessor Parcel Numbers 0228-151-62 and 0228-151-66, is Exempt Surplus, and Finding that Such Declaration and Authorization is Exempt from Environmental Review under the California Environmental Quality Act 25-0673**

1. Adopt **Resolution No. 2025-107**, declaring City-Owned properties (Lettered Lots E & I of Tract Map No. 17389) as Exempt Surplus Land.
 2. Determine that the project is exempt pursuant to Section No. 15060(c)(3), because it is not a project as defined by the CEQA Guidelines, Section 15378.
- N. Approve Amendment No. 5 to the Professional Services Agreement for Architectural Design Services for the City Hall Renovation Project - Phase II (City Hall; DE-24-147-SP) 25-0674**
1. Approve and authorize the City Manager to execute Amendment No. 5 to the Professional Services Agreement with Sillman Wright Architects for Architectural Design Services for the City Hall Renovation Project - Phase II (DE-24-147-SP) in the amount of \$567,700.00, for a total contract amount of \$2,794,310.00.
 2. Approve and authorize the City Manager to execute future amendments not exceeding \$100,000.00.
- O. Final Acceptance of Purchase and Installation of Metal Picnic Shelters at North Tamarind Park Project (SB-122-PW-23). 25-0675**
1. Accept as complete the work performed by Western State Builders, Inc. for the Purchase and Installation of Metal Picnic Shelters at North Tamarind Park Project (SB-122-PW-23).
 2. Authorize the City Manager to approve the additional contract authorization increase amount of \$14,738.56.
- P. Police Department Monthly Information Update 25-0677**
Accept the Police Department monthly information update for September 2025.
- Q. Co-Sponsorship Application Cycle (2) FY 2025/2026 25-0679**
- Review and approve seven (7) Co-Sponsorships recommended for the remainder of the 2025/2026 fiscal year (January 2026 through June 2026) totaling an amount of \$22,565.00 as recommended by Parks, Community, and Human Services Commission.
- R. Award a Contract for the Demolition of 16756 and 16766 Arrow Blvd. 25-0685**
- Award bid (PW-26-14-CC) and Authorize the City Manager to execute a contract with Interior Demo Inc. in the amount of \$208,168.00 for the Demolition of 16756 and 16766 Arrow Blvd and authorize a 10% contingency in the amount of \$ 20,817.00.

- S. Annual Report on Development Impact Fees 25-0686**
Adopt **Resolution No. 2025-108**, of the City Council of the City of Fontana, approving the Annual Report on Development Impact Fees and making findings as to unexpended funds.
- T. Approve and award a Professional Services Agreement to Soundbox Group 25-0690**
1. Award and authorize the City Manager to enter into a Professional Services Agreement with Issiah Avila dba Soundbox Group, LLC in the amount of \$120,000.00 to provide consulting services for downtown economic development, with a specific focus on Stage Red marketing and promotion.
 2. Approve the Non-Competitive Proposal purchase under the Purchasing Policies 3.1.5 for Single Source/Sole Source method.
 3. Approve and Authorize the City Manager, or City Manager's designee, to execute any future amendments required for the operation of Stage Red.
- U. Approve a Task Order for Traffic Engineering Staff Augmentation Services for Traffic Engineering and Land Development Support with TKE Engineering, Inc. 25-0692**
1. Approve and authorize the City Manager to execute a Task Order in a not-to-exceed amount of \$350,000.00 for Traffic Engineering Staff Augmentation services for Traffic Engineering and Land Development Support (DE-24-195-SQ) with TKE Engineering, Inc.
 2. Approve and authorize the City Manager to execute future Task Order Amendments not exceeding \$50,000.00.
- V. Approval of a Purchase Order with Complete Paperless Solutions for Digitization of Microfiche Building Permit Records 25-0695**
1. Authorize the Purchasing Division to utilize the RFP 2024-16 contract awarded by the City of Menifee for document scanning services per Purchasing Policies and Procedure Manual 3.1.5 Non-Competitive Proposal; and
 2. Approve a Purchase Order with Complete Paperless Solutions in the amount of \$155,000 for the digitization and conversion of approximately 55,000 microfiche building permit records; 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.

PUBLIC HEARINGS:

- A. **Appeal No. 25-0002: Request to overturn the Planning Commission's August 19, 2025 decision adopting a Categorical Exemption per Section 15332 (Class No. 32) and approving Conditional Use Permit No. 24-0022, and Design Review No. 23-0024 for the development of a mixed use project (163 multi-family units and 5,000 square feet of commercial retail) within the R-5 zoning district that includes a five-story 83,125 square foot mixed-use building and associate improvements, on a 3.5 acre site located on the northeast corner of Foothill Boulevard and Sultana Avenue and identified as Assessor Parcel Numbers 1110-331-13 and 1110-331-25.** 25-0646
1. Open the public hearing and accept public comments.
 2. Continue Appeal No. 25-0002 to the January 27, 2026, City Council Meeting.

Mayor Warren opened the public hearing and announced Public Hearing Item "A" would be continued to the January 27, 2026, City Council meeting.

ACTION: Motion was made by Council Member Roberts, seconded by Mayor Pro Tem Garcia, and passed unanimously by a vote of 5-0 to continue Public Hearing Item "A" to the January 27, 2026, City Council meeting. The motion carried by the following vote: AYES: Warren, Garcia, Cothran, Roberts, and Sandoval; NOES: None; ABSTAIN: None; ABSENT: None

- B. **Municipal Code Amendment (MCA) No. 25-0011: Consideration of an Urgency Ordinance Amending 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 Finding the Action to Be Statutorily Exempt from CEQA Under Section 21080.17 of the Public Resources Code** 25-0645

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

1. Find that the adoption of the proposed urgency ordinance is statutorily exempt from review under the California Environmental Quality Act ("CEQA") under Public Resources Code section 21080.17.
2. Waive full reading and introduce for first reading by title only **Ordinance No. 1976** entitled: "AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA AMENDING SECTION 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.”

Mayor Warren opened the public hearing.

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

Associate Planner Cecily Session-Goins provided the staff report.

Mayor Pro Tem Garcia asked for clarification regarding the distinction between Accessory Dwelling Units (ADUs) and Junior ADUs (JADUs), specifically concerning whether a deed restriction is required.

Associate Planner Session-Goins explained that attached ADUs may qualify as Junior ADUs if they are 500 square feet or smaller and meet the setback requirements of the primary residence, as JADUs are intended to be conversions of existing space or attached garages. Additions may be constructed to create a JADU, or a unit may be developed as an attached ADU. Associate Planner Session-Goins clarified that the City does not allow ADUs to be sold separately. For detached or independent ADUs, owner occupancy is not required; however, if the unit has an interior connection and shares sanitation facilities with the main dwelling, the property owner must reside on site.

Council Member Cothran asked whether a review period would be included as part of the process.

Associate Planner Session-Goins stated that, pursuant to state law, the City is required to complete plan reviews within 15 business days. While this may require adjustments to current turnaround times, the City must comply, which could result in additional staffing needs and increased costs to meet the mandated timeframe.

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

Mayor Warren clarified that the Council's action would be to approve the amended version of Urgency Ordinance No. 1976, which removes deed restrictions for ADUs.

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

C. First General Plan Amendment and Project for the 1st General Plan Cycle of 2025; Master Case No. (MCN) 24-0060: General Plan Amendment (GPA) No. 24-0004, Zoning District Map 25-0678

Amendment (ZCA) No. 24-0004, Tentative Tract Map No. 24-0009 (TTM No. 20712), Conditional Use Permit (CUP) No. 24-0023, and Design Review (DR) No. 24-0031; a request to change the General Plan Land Use Designation from Multi-Family Medium/High (R-MFMH) to Multi-Family Residential (R-MF), a request to change the zoning designation from Multi-Family Medium High Residential (R-4) to Multi-Family Residential (R-3), a request to subdivide 35 parcels to establish a condominium map and abandon a portion of Knox Avenue, a request to create a Planned Unit Development (PUD), and a request for site and architectural review of , a new 393 multi-family unit development with associated improvements on approximately 30.99 gross acres, located at APNs: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05, pursuant to an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

Master Case No. (MCN) 24-0060; General Plan Amendment (GPA) No. 24-0004, Zoning District Map Amendment (ZCA) No. 24-0004, Tentative Tract Map No. 24-0009 (TTM No. 20712), Conditional Use Permit (CUP) No. 24-0023, and Design Review (DR) No. 24-0031; amendment of the subject site's General Plan Land Use Designation from Multi-Family Medium/High (R-MFMH) Residential to Multi-Family Residential (R-MF), amendment of the Zoning District Map from Multi-Family Medium/High Residential (R-4) to Multi-Family Residential (R-3), a request to create a condominium map, a request to create a Planned Unit Development (PUD), and a request to review the architecture, site design and associated improvements for a new 393 multi-family unit development with site improvements, on approximately 31.0 gross acres, located at APNs: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05, pursuant to a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

1. Adopt **Resolution No. 2025-109** (General Plan Amendment Cycle No. 1 of 2025) a Resolution of the City Council of the City of Fontana adopting a Mitigated Negative Declaration, approving Addendum and Mitigation, Monitoring, and Reporting Program (MMRP) and directing staff to file a Notice of Determination; approving General Plan Amendment No. 24-0004 amending General Plan Exhibit 15.8 Chapter 15 (Land Use Zoning and Urban Design) of the General Plan land use designation, and approving Tentative Tract Map No. 24-0009 (TTM No. 20712), Conditional Use Permit No. 24-0023, and Design Review No. 24-0031 for APNs: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05 on approximately 30.99 gross acres and associated improvements, subject to the Conditions of Approval; and

2. Read by title only and waive further reading of and introduce **Ordinance No. 1977**, an Ordinance of the City Council of the City of Fontana, approving pursuant to Mitigated Negative Declaration, Zoning District Map Amendment No. 24-0004 to update the zoning map from Multi-Family Medium/High Residential (R-4) to Multi-Family Residential (R-3) for 35 parcels (APNs: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05) on approximately 31.0 acres; and that the reading of the title constitutes the first reading thereof.

Mayor Warren opened the public hearing.

City Clerk Key stated that no written communications were received.

Associate Planner Alexia Barberena provided the staff report.

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

ACTION: Motion was made by Council Member Roberts, seconded by Mayor Pro Tem Garcia, and passed unanimously by vote of 5-0 to adopt Resolution No. 2025-109. The motion carried by the following vote: AYES: Warren, Cothran, Garcia, Roberts, and Sandoval; NOES: None; ABSTAIN: None; ABSENT: None

ACTION: Motion was made by Council Member Cothran, seconded by Council Member Roberts, and passed unanimously by vote of 5-0 to read by title only, waive further reading of and introduce Ordinance No. 1977. The motion carried by the following vote: AYES: Warren, Cothran, Garcia, Roberts, and Sandoval; NOES: None; ABSTAIN: None; ABSENT: None

- D. **Master Case No. (MCN) 25-0082: General Plan Amendment (GPA) 25-0693 No. 25-0001 and Municipal Code Amendment (MCA) No. 25-0012: General Plan Amendment to modify the Community Mobility and Circulation Element to incorporate the updated truck route map and modify existing policies and actions, as well as add new policies and actions under Goals 2 and 7 of the Circulation Element to meet the requirements of Assembly Bill 98; Fontana Municipal Code amendments to Chapter 17 (Motor Vehicles and Traffic), Article X (Truck Routes) to modify the listed city commercial truck route system to be consistent with the proposed Community Mobility and Circulation Element amendments, pursuant to an Addendum to the General Plan Final Environmental Impact Report (FEIR)**

1. Determine that this Ordinance is not a project pursuant to Sections 15162 and 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.06 of the City of Fontana's 2019 Local CEQA Guidelines, because this addendum to the General Plan Final Environmental Impact

Report (FEIR) (State Clearinghouse [SCH] No. 2016021099) does not propose any major revisions to the General Plan FEIR and no new additional impacts beyond what was anticipated have been identified, and direct staff to file a Notice of Determination; and

2. Adopt **Resolution No. 2025-110** (General Plan Amendment Cycle No. 2 of 2025), a Resolution of the City Council of the City of Fontana approving General Plan Amendment No. 25-0001, amending the City of Fontana General Plan Community Mobility and Circulation Element to incorporate the updated truck route map and modify existing policies and actions, as well as add new policies and actions under Goal 2 of the Circulation Element to meet the requirements of Assembly Bill 98; and
3. Read by title only, waive further reading of, and introduce **Ordinance No. 1978**, an Ordinance of the City Council of the City of Fontana approving Master Case No. 25-0082 and Municipal Code Amendment No. 25-0012, amending Chapter 17 (Motor Vehicles and Traffic), Article X (Truck Routes) to modify the listed city commercial truck route system to be consistent with the proposed Community Mobility and Circulation Element amendments; and that the reading of the title constitutes the first reading thereof.

Mayor Warren opened the public hearing.

City Clerk Key stated that no written communications were received.

Engineering Manager Ruben Hovanesian provided the staff report.

Mayor Pro Tem Garcia asked for clarification on the definition of “local delivery” as it relates to truck route restrictions under the California Vehicle Code, including whether there is a strict definition and how it applies to different types of deliveries.

Engineering Manager Hovanesian explained that while he did not have the exact statutory definition available, the intent is to allow trucks to access a legitimate delivery destination, whether to a business or a residence, using the shortest and most direct route from a designated truck route. He further clarified that the City’s ordinance is based on vehicle weight: vehicles over 10,000 pounds are subject to the City’s truck route regulations, while vehicles under that weight are not required to follow truck route restrictions.

Council Member Cohran expressed concern that, despite the proposed updates, residents may continue to see trucks using local streets and raise complaints. He asked about public outreach efforts, including the use of truck-route signage and billboards, and inquired whether additional signs would be purchased as part of the City’s public relations and enforcement strategy.

Engineering Manager Hovanesian responded that resident feedback has generally been positive and that the City currently has multiple portable truck-route signs deployed, with additional units available to rotate throughout the City for proper notification. He also noted that, using allocated budget funds, the City is pursuing a dynamic truck messaging and

enforcement system to alert truck drivers when they are on restricted streets. Engineering Manager Hovanessian added that these tools would support enforcement efforts, though demand from residents for signage on individual streets is expected to continue.

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

ACTION: Motion was made by Mayor Pro Tem Garcia, seconded by Council Member Roberts, and passed unanimously to approve the following:

Determine that Ordinance No. 1978 is not a project pursuant to Sections 15162 and 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.06 of the City of Fontana's 2019 Local CEQA Guidelines, because this addendum to the General Plan Final Environmental Impact Report (FEIR) (State Clearinghouse [SCH] No. 2016021099) does not propose any major revisions to the General Plan FEIR and no new additional impacts beyond what was anticipated have been identified, and direct staff to file a Notice of Determination.

The motion carried by the following vote: AYES: Warren, Cothran, Garcia, Roberts, and Sandoval; NOES: None; ABSTAIN: None; ABSENT: None

ACTION: Motion was made by Council Member Sandoval, seconded by Mayor Pro Tem Garcia, and passed unanimously by vote of 5-0 to read by title only, waive further reading of and introduce Ordinance No. 1978. The motion carried by the following vote: AYES: Warren, Cothran, Garcia, Roberts, and Sandoval; NOES: None; ABSTAIN: None; ABSENT: None

ACTION: Motion was made by Council Member Cothran, seconded by Mayor Pro Tem Garcia, and passed unanimously by vote of 5-0 to adopt Resolution No. 2025-110. The motion carried by the following vote: AYES: Warren, Cothran, Garcia, Roberts, and Sandoval; NOES: None; ABSTAIN: None; ABSENT: None

NEW BUSINESS:

- A. Introduction and First Reading of Ordinance 1980, an Ordinance of the City Council of the City of Fontana, California, Adding Article IX of Chapter 23 of the Fontana Municipal Code Regarding Prevention of Pollutants into Storm Drains. 26-0702**
Introduce and waive further reading of Ordinance No. 1980, adding Article IX of Chapter 23 of the Fontana Municipal Code regarding prevention of pollutants into storm drains.

Introduce and waive further reading of Ordinance No. 1980, adding Article IX of Chapter 23 of the Fontana Municipal Code regarding prevention of pollutants into storm drains.

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

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

- B. Introduction and First Reading of Ordinance No. 1981, an Ordinance of the City Council of the City of Fontana, County of San Bernardino, California, Amending Fontana Municipal Code Sections 15-820 (Permits Required) and 15-821 (Review Of Permit Application; Decision) to Comply with New State Law and Help Protect the City’s Community by Effectively Regulating the Sale of Food, Goods, and Merchandise that Create a Health and Safety Danger. 26-0712**

Introduce and waive further reading of **Ordinance No. 1981** (“Ordinance”), amending Fontana Municipal Code (“FMC”) Sections 15-820 (Permits Required) and 15-821 (Review of Permit Application; Decision) to comply with new State law (SB 635) and to protect the community by effectively regulating the sale of food, goods, and merchandise that pose a significant potential health and safety risk to the public.

City Manager Matt Ballantyne provided the staff report.

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

- C. Amending Fontana Municipal Code Section 2-39 to Increase the Salary for Members of the City Council and Mayor; Introduction and First Reading of Ordinance 26-0703**

Read by title only and waive further reading of and introduce **Ordinance No. 1979**, Amending Section 2-39 of the Fontana Municipal Code, regarding the salary for members of the City Council and Mayor.

City Manager Matt Ballantyne provided the staff report.

ACTION: Motion was made by Council Member Roberts, seconded by Mayor Pro Tem Garcia, and passed by vote of 3-2 to approve New Business Item “C.” The motion carried by the following vote: AYES: Warren, Garcia, and Roberts; NOES: Cothran and Sandoval; ABSTAIN: None; ABSENT: None

CITY MANAGER COMMUNICATIONS:

City Manager Ballantyne reported that the current meeting would be the last held in the existing Council Chambers, with future meetings relocating to the Steelworkers Auditorium adjacent to the library. He also announced that the Finance Department and the City Clerk's Office have moved to the former Community Services Building located at 16860 Valencia Avenue.

Additionally, City Manager Ballantyne noted that older fire equipment, which had exceeded its useful life, was donated to the communities of Mexicali and San Felipe through a partnership with the Rotary Club, continuing a long-standing City tradition. Representatives from those communities expressed appreciation and presented plaques to the City in recognition of the donations.

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

A. Discussion and Possible Action Regarding Appointment to the Parks, Community, and Human Services Commission and Planning Commission. 25-0699

The following Parks, Community, and Human Services Commissioners were slated for re-appointment to a one-year term:

1. Benjamin Alba
2. Faye A. Glass
3. Ana Ordonez
4. Gilbert Roldan
5. Armando Valles

ACTION: Motion was made by Mayor Pro Tem Garcia, seconded by Council Member Cothran, and passed by a vote of 4-1 to approve the re-appointment of said individuals for a one-year term. The motion carried by the following vote: AYES: Warren, Garcia, Cothran, and Roberts; NOES: Sandoval; ABSTAIN: None; ABSENT: None

Council Member Sandoval asked whether the application for the commission had been revised as previously requested, noting concerns about transparency and inquiring if the updated application had been completed and submitted.

City Manager Ballantyne stated that the revised application will be used for future solicitations and that a copy will be provided to the Council Member. He explained that the individuals were appointed in February of the previous year and have met only a few times, so they have not yet completed a full year of service. For that reason, staff recommended extending their appointments for an additional year rather than conducting a new solicitation. He added that while the Mayor makes appointment recommendations subject to Council ratification, the Council may direct staff to open the process to new applicants if it chooses.

The following Planning Commissioners were slated for re-appointment to a one-year term:

1. Joe Armendarez
2. Dylan Keetle
3. Torrie Lozano
4. Ricardo Quintana
5. Idilio Sanchez

ACTION: Motion was made by Council Member Roberts, seconded by Mayor Pro Tem Garcia, and passed by a vote of 4-1 to approve the re-appointment of said individuals for a one-year term. The motion carried by the following vote: AYES: Warren, Garcia, Cothran, and Roberts; NOES: Sandoval; ABSTAIN: None; ABSENT: None

ELECTED OFFICIALS COMMUNICATIONS/REPORTS - CONTINUED:

City Treasurer Koehler-Brooks reflected on the final Council meeting in the current chambers and expressed appreciation for the memories associated with the venue, including her family's long history of service to the City.

City Clerk Key congratulated retiring Records Coordinator Kathy Kasinger, recognized Police Department employees of the month, and extended holiday greetings to the Council and community.

Council Member Sandoval expressed condolences for the passing of the mother of Assemblymember James Ramos and requested that she be formally recognized at a future meeting. He also acknowledged the passing of several community members, including longtime youth coaches, community volunteers, and family members of local leaders, noting their contributions to Fontana and the impact they had on the community.

Council Member Roberts wished all a happy holiday and New Year.

Council Member Cothran highlighted a citywide parks challenge encouraging residents to visit all Fontana parks and requested that staff update the City's online park list to ensure it is complete and accurate. He encouraged community participation, noting the value of experiencing the City's parks and amenities with family.

Council Member Cothran also commended City staff, the Police Department for their responsive service and communication with residents, and the Fire Department for its partnerships and charitable efforts, including international assistance. He concluded by expressing appreciation for the City's legacy and community spirit.

Mayor Pro Tem Garcia invited everyone to join the Fontana Christmas Parade and extended warm holiday wishes to all.

Mayor Warren reflected on the City Council's final meeting in the current chambers, highlighting the community's growth and the planning of a new City Hall designed with modern meeting spaces, updated technology, and long-term use in mind. She emphasized Fontana's

legacy of community involvement, charitable initiatives, and civic pride, noting recent Thanksgiving outreach and ongoing support for children through the Boys & Girls Club.

Mayor Warren also encouraged residents to participate in upcoming community events, including the Fontana Christmas Parade and toy drive, and acknowledged the hard work of staff, police, and fire personnel in supporting these efforts. She concluded by noting that the meeting would adjourn in memory of several community members.

RECESS:

Mayor Warren recessed the meeting to Closed Session at 3:52 p.m., honoring the memory of the following individuals:

1. Earl Aceves, Sr.
2. Richard Cardenas
3. Theresa Grijalva
4. Jasmine Addie B. Jones
5. Joe "Pochie" Ramirez

The meeting resumed at 4:14 p.m. with all members present.

CONSENT CALENDAR - CONTINUED:

- W. Third Amendment to the City Manager Employment Agreement 26-0709**
between the City of Fontana and Matthew A. Ballantyne.
Approve the Third Amendment to the City Manager Employment Agreement
between the City of Fontana and Matthew A. Ballantyne.

City Attorney Deitsch reported on the Third Amendment to the City Manager's contract, pursuant to Government Code Section 65495.3(c)(3), noting it extends the contract through April 17, 2030, includes a 5% merit increase effective July 1, 2025, adjusts the City Manager's base salary to \$383,320.77 with cost-of-living adjustments, and modifies flexible savings account and cafeteria fringe benefits.

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

ADJOURNMENT:

Mayor Warren adjourned the meeting at 4:18 p.m. to the Regular City Council Meeting on Tuesday, January 27, 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 JANUARY 13, 2026.

Germaine Key
City Clerk



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0742

Agenda #: B.

Agenda Date: 1/13/2026

Category: Consent Calendar

FROM:

City Clerk

SUBJECT:

2026 City Holiday and City Council Meeting Calendar - Revisions and Ratification

RECOMMENDATION:

Ratify the reinstatement of the January 13, 2026, City Council meeting and approve the revised 2026 Calendar of City-recognized holidays and City Council meetings.

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:

On December 9, 2025, the City Council formally approved the Calendar of City-recognized holidays and the City Council meeting schedule for 2026. Since that time, revisions to the meeting calendar are necessary. These changes include the ratification of the reinstatement of the January 13, 2026, City Council meeting, which was previously cancelled, and the cancellation of the January 27, 2026, City Council meeting. The revised calendars are presented for formal approval and public availability.

FISCAL IMPACT:

None.

MOTION:

Approve staff recommendation.

CITY OF FONTANA

2026 Calendar

JANUARY						
M	T	W	T	F	S	
			1	2	3	
4	5	6	7	8	9	10
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FEBRUARY						
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MARCH						
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APRIL						
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MAY						
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31						

JUNE						
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28	29	30				

JULY						
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AUGUST						
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30	31					

SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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29	30					

DECEMBER						
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27	28	29	30	31		

OBSERVED HOLIDAYS*

January 1	New Year's Day	November 11	Veterans Day
January 19	Martin Luther King Jr. Day	November 26	Thanksgiving Day
February 16	Presidents' Day	November 27	Day After Thanksgiving
May 25	Memorial Day	December 23	Christmas Day
July 2	Independence Day	December 24	Christmas Eve
September 7	Labor Day	December 31	New Year's Day

- Pay Day
- City Council Meeting
- Cancelled City Council Meeting
- Observed Holiday
- Winter Closure

*There are observed holidays moved due to closures of Administrative Offices

<p align="center">2026 CITY COUNCIL MEETINGS</p> <p align="center">DATES/REPORT SUBMITTAL DEADLINE/DUE TO CM DATES</p>
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CITY COUNCIL MEETING DATE	REPORT SUBMITTAL DEADLINE (5PM)	REPORT DUE TO CM DEADLINE (5PM)
January 13, 2026	December 22, 2025	January 5, 2026
January 27, 2026	MEETING CANCELLED	MEETING CANCELLED
February 10, 2026	January 26, 2026	January 30, 2026
February 24, 2026	February 9, 2026	February 13, 2026
March 10, 2026	February 23, 2026	February 27, 2026
March 24, 2026	March 9, 2026	March 13, 2026
April 14, 2026	March 30, 2026	April 3, 2026
April 28, 2026	April 13, 2026	April 17, 2026
May 12, 2026	April 27, 2026	May 1, 2026
May 26, 2026	May 11, 2026	May 15, 2026
June 9, 2026	May 26, 2026	May 29, 2026
June 23, 2026	June 8, 2026	June 12, 2026
July 14, 2026	June 29, 2026	July 3, 2026
July 28, 2026	July 13, 2026	July 17, 2026
August 11, 2026	MEETING CANCELLED	MEETING CANCELLED
August 25, 2026	MEETING CANCELLED	MEETING CANCELLED
September 8, 2026	August 24, 2026	August 28, 2026
September 22, 2026	September 7, 2026	September 11, 2026
October 13, 2026	September 28, 2026	October 2, 2026
October 27, 2026	October 12, 2026	October 16, 2026
November 10, 2026	October 26, 2026	October 30, 2026
November 24, 2026	MEETING CANCELLED	MEETING CANCELLED
December 8, 2026	November 23, 2026	November 27, 2026
December 22, 2026	MEETING CANCELLED	MEETING CANCELLED



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0724

Agenda #: C.

Agenda Date: 1/13/2026

Category: Consent Calendar

FROM:

City Clerk

SUBJECT:

Adoption of Ordinance No. 1977 (Second Reading), approving pursuant to a Mitigated Negative Declaration, Zoning District Map Amendment No. 24-0004 to update the zoning map from Multi-Family Medium/High Residential (R-4) to Multi-Family Residential (R-3) for 35 parcels.

RECOMMENDATION:

Conduct a second reading by title only and adopt **Ordinance No. 1977**, approving pursuant to a Mitigated Negative Declaration, Zoning District Map Amendment No. 24-0004 to update the zoning map from Multi-Family Medium/High Residential (R-4) to Multi-Family Residential (R-3) for 35 parcels (APNs: 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05) on approximately 31.0 acres.

COUCIL GOALS:

- Provide a diverse range of housing types and levels of affordability while addressing homelessness in the community by promoting diverse range of housing projects and levels of affordability.
- Enhance the local environment for future generations and create a healthy economic and environmental future by creating neighborhoods that are attractive, safe and convenient for walkers and bicyclists.

DISCUSSION:

Ordinance No. 1977 was introduced by a vote of 5-0 at the December 9, 2025, Regular City Council Meeting.

FISCAL IMPACT:

There is no direct fiscal impact from this item.

MOTION:

Approve staff recommendation.

ORDINANCE NO. 1977

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA APPROVING, PURSUANT TO A MITIGATED NEGATIVE DECLARATION, ZONING DISTRICT MAP AMENDMENT NO. 24-0004 TO CHANGE THE ZONING MAP FOR THE PROJECT SITE FROM MULTI-FAMILY MEDIUM/HIGH RESIDENTIAL TO MULTI-FAMILY RESIDENTIAL FOR 35 PARCELS, IDENTIFIED AS ASSESSOR PARCEL NUMBERS 0228-051-01, -14, -15, -16, -17, -19, -20, AND -21; 0228-052-01, -25, -26, AND -27, 0228-061-02 THROUGH -14, -16, -17, -18, -20 THROUGH -25, AND 0228-311-05, TOTALING 31.0 GROSS ACRES.

WHEREAS, on October 8, 1981, Assessor Parcel Numbers (“APNs”) 0228-051-01, -14, -15, -16, -17, -19, -20, and -21; 0228-052-01, -25, -26, and -27, 0228-061-02 through -14, -16, -17, -18, -20 through -25, and 0228-311-05 were annexed from San Bernardino County into the City of Fontana (“Project Site”); and

WHEREAS, on November 13, 2018, the most recent edition of the City of Fontana General Plan (“General Plan”) was adopted by the Fontana City Council (“City Council”) and the City of Fontana Housing Element was adopted by the City Council on February 8, 2022; and

WHEREAS, on September 11, 2024, the City of Fontana (“City”) received an application from Diversified Pacific Communities (“Applicant”) for the Project Site for a General Plan Amendment (“GPA No. 24-0004”), Zoning District Map Amendment (“ZCA No. 24-0004”), Tentative Tract Map (“TTM No. 24-0009”), Conditional Use Permit (“CUP No. 24-0023”), and Design Review (“DRP No. 24-0031”), to change the General Plan land use designation from Multi-Family Medium/High (R-MFMH) to Multi-Family Residential (R-MF), amend the Zoning District Map from Multiple-Family Medium/High (R-4) to Multiple-Family Residential (R-3), subdivide multiple parcels to establish a condominium map for the Project Site, establish a planned unit development (PUD) within an R-3 zone, and review the architecture and site design for the development of 393 multi-family units (condominium), at the Project Site which is comprised of approximately 31.0 gross acres. Together, all of the requested entitlements constitute Master Case Number (“MCN No. 24-0060”); and

WHEREAS, the amendments to the Zoning District Map will contribute to additional residential dwelling units that will provide a sustainable community where future occupants of the Project Site could live and utilize the services in the area as anticipated in the General Plan; and

WHEREAS, the amendment to the Zoning District Map will contribute to a balanced and diverse neighborhood with associated amenities and services, as well as contribute to an infrastructure that will support a qualified workforce and attract business; and

WHEREAS, the Zoning District Map Amendment is considered a “Project” as

defined by the California Environmental Quality Act (CEQA); and

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

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

WHEREAS, the Draft MND was prepared in accordance with CEQA and circulated for public review and comment between October 17, 2025 to November 18, 2025 by: (1) filing a Notice of Intent to Adopt a Mitigated Negative Declaration (“NOI”) with the State Clearinghouse; (2) filing a NOI with the San Bernardino County Clerk; (3) placing a NOI in the Sun, a newspaper of general circulation; (4) mailing a NOI to various interested persons, agencies and tribes; and (5) posting a NOI on the City’s website; and

WHEREAS, copies of the Draft MND were available during the public review period at City Hall and on the City’s website; and

WHEREAS, pursuant to Public Resources Code section 21081.6 and State CEQA Guidelines section 15074(d), the MMRP has been prepared and includes mitigation measures for biological resources and cultural resources; and

WHEREAS, on November 28, 2025, a notice of the public hearing was published in The Herald newspaper and simultaneously displayed at City Hall and at the Project Site; and

WHEREAS, the owners of property within 660 feet of the Project Site were notified via public hearing notice mailer prior to the public hearing; and

WHEREAS, on November 18, 2025, the Fontana Planning Commission (“Planning Commission”) conducted a publicly noticed hearing and received public testimony and evidence presented by the Applicant, City staff, and other interested parties, at the public hearing held on the project, specifically its MND, MMRP and MCN No. 24-0060, and recommended approval with a vote of 4-0 to the Fontana City Council (“City Council”) by Resolution PC No. 2025-044; and

WHEREAS, on December 9, 2025, the City Council conducted a noticed public hearing on the project, specifically its MND, MMRP, and MCN No. 24-0060 and received testimony from all parties and documentation from the Planning Commission’s public hearing on November 18, 2025; and

WHEREAS, on December 9, 2025, the City Council, per Resolution 2025-109, adopted the MND along with the MMRP for the project; and

WHEREAS, based on the evidence and testimony presented to the City Council at public hearing held on December 9, 2025, for the project, MND, MMRP and MCN No. 24-0060, the City Council found that the project is in conformance with the goals and policies of the General Plan as referred herein; and

WHEREAS, all of the notices required by statute and the Fontana Municipal Code ("FMC") have been given as required; and

WHEREAS, the City wishes to protect and preserve the quality of life throughout the City, through effective land use and planning; and

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

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

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

Section 2. CEQA. The City Council has reviewed and considered the Initial Study ("IS"), MND, and MMRP, any oral or written comments received, and the administrative record prior to making any decision on the proposed project. The City Council finds that the IS/MND and MMRP contain a complete and accurate reporting of all the environmental impacts associated with the project. The City Council finds that the MND and MMRP have been completed in compliance with the State CEQA Guidelines and Section 6.21 of the City of Fontana's 2019 Local Guidelines for Implementing CEQA.

a. The City Council has reviewed and considered the information contained in the Final MND and the administrative record, including all written and oral evidence presented to it, and the City Council finds based on its independent review and analysis: (i) that the Final MND was prepared in compliance with CEQA; and (ii) that, based on the imposition of mitigation measures, there is no substantial evidence in the administrative record supporting a fair argument that the Project may have a significant effect on the environment. The City Council finds that the Final MND contains a complete, objective, and accurate reporting of the environmental impacts associated with the project and reflects the independent judgment and analysis of the city. As well the City Council finds that no new significant environmental impacts have been identified in the Final MND and any changes to the Final MND in response to comments or otherwise do not constitute substantial revisions requiring recirculation under State CEQA Guidelines section 15073.5.

b. The City Council has also reviewed and considered the MMRP for the project that has been prepared pursuant to the requirements of Public Resources Code

Section 21081.6 and finds that such MMRP is designed to ensure compliance with the mitigation measures during project implementation.

c. **Adoption of MND.** Pursuant to Public Resources Code section 21080, subdivision (c)(2), the City Council adopts the Final IS/MND prepared for the project.

d. **Approval of MMRP.** Pursuant to Public Resources Code section 21081.6, the City Council approves the MMRP, which was prepared for the project and make it a condition of project approval and is attached hereto.

e. **Notice of Determination.** The City Council directs staff to file a Notice of Determination with the San Bernardino County Clerk and the Office of Planning and Research within five (5) working days of approval of the project.

Section 3. Zoning District Map Amendment Findings. The City Council hereby makes the following findings for ZCA No. 24-0004 in accordance with Section 30-40 "Purpose" of the Fontana Zoning and Development Code:

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

Findings of Fact: ZCA No. 24-0004 will change the zoning for the Project Site from Multi-Family Medium/High Residential (R-4) to Multi-Family Residential (R-3) to accommodate the development of 393 multi-family residential units. This project will introduce a well-designed community featuring modern, high quality architecture and landscaping. This type of development is appropriate in the context of generally accepted planning principles, surrounding land uses and the General Plan because it enhances the surrounding area with an attractive street scene and high-quality landscaping. This zone change will promote the public's health, safety, and general welfare.

The zoning district map amendment is consistent with the goals and policies of the Housing Element in the General Plan. In particular, the project aligns with the following goals of the Housing Element:

- Provide adequate housing to meet the needs of all residents in Fontana.

- Provide a high standard of quality in existing affordable housing stock.

Furthermore, the project will meet the following policies of the Housing Element of the General Plan:

- Goal No.1, Policy No. 1.1, by providing a “Establish a range of rental and for sale housing opportunities in the city” and
- Goal No. 1, Policy No. 1.3 – “Promote the development and access to housing affordable to all income levels in Fontana.”

The amendment will present an opportunity for development of a wider variety of housing types for residents.

Section 4. Approval. Based on the foregoing, the City Council hereby approves ZCA No. 24-0004 to redesignate the Project Site from Multi-Family Medium/High Residential (R-4) to Multi-Family Residential (R-3) as shown as **Exhibit “A”** attached hereto and incorporated herein by reference as fully set forth herein.

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

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

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

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

APPROVED AND ADOPTED this 13th day of January 2026.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

Ordinance No. 1977

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance adopted by the City Council and was introduced at a regular meeting on the 9th day of December 2025, and was finally passed and adopted not less than five days thereafter on the 13th day of January 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”

EXISTING AND PROPOSED ZONING LAND USE DESIGNATION - FOR THE ENTIRE PROJECT SITE COMPRISED OF THIRTY-FIVE PARCELS (APNS: 0228-051-01, -14, -15, -16, -17, -19, -20, AND -21; 0228-052-01, -25, -26, AND -27, 0228-061-02 THROUGH -14, -16, -17, -18, -20 THROUGH -25, AND 0228-311-05) FROM MULTI-FAMILY MEDIUM/HIGH RESIDENTIAL (R-4) TO MULTI-FAMILY RESIDENTIAL (R-3).





City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0726

Agenda #: D.

Agenda Date: 1/13/2026

Category: Consent Calendar

FROM:

City Clerk

SUBJECT:

Adoption of Ordinance No. 1978 (Second Reading), approving Master Case No. 25-0082 and Municipal Code Amendment No. 25-0012, amending Chapter 17 (Motor Vehicles and Traffic), Article X (Truck Routes) to modify the listed city commercial truck route system to be consistent with the proposed Community Mobility and Circulation Element amendments.

RECOMMENDATION:

Conduct a second reading by title only and adopt **Ordinance No. 1978**, approving Master Case No. 25-0082 and Municipal Code Amendment No. 25-0012, amending Chapter 17 (Motor Vehicles and Traffic), Article X (Truck Routes) to modify the listed city commercial truck route system to be consistent with the proposed Community Mobility and Circulation Element amendments.

COUCIL GOALS:

- To increase citizen involvement by seeking community input.
- To increase citizen involvement by informing the public about issues, program, and accomplishments.
- To increase citizen involvement by providing the community with information on development projects.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by focusing on relief of traffic congestion.

DISCUSSION:

Ordinance No. 1978 was introduced by a vote of 5-0 at the December 9, 2025, Regular City Council Meeting.

FISCAL IMPACT:

There is no direct fiscal impact from this item.

MOTION:

Approve staff recommendation.

ORDINANCE NO. 1978

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, PURSUANT TO THE ADOPTION OF AN ADDENDUM TO THE GENERAL PLAN ENVIRONMENTAL IMPACT REPORT, ADOPTING MUNICIPAL CODE AMENDMENT NO. 25-0012 TO AMEND CHAPTER 17 OF THE FONTANA MUNICIPAL CODE TO ESTABLISH A TRUCK ROUTE NETWORK CONSISTENT WITH THE REQUIREMENTS OF ASSEMBLY BILL 98

WHEREAS, on September 29, 2024, the State of California enacted Assembly Bill 98 (“AB 98”); and

WHEREAS, AB 98 establishes statewide standards and planning requirements intended to ensure that the development and operation of warehouses and logistics facilities occur in a manner that minimizes adverse impacts on surrounding communities and sensitive receptors; and

WHEREAS, the law identifies certain jurisdictions, including those located within the State’s “warehouse concentration region,” as being required to complete these Circulation Element updates by January 1, 2026, while all other jurisdictions must comply by January 1, 2028; and

WHEREAS, the City of Fontana (“City”) is located within the State-designated warehouse concentration region as defined by AB 98 and, as such, is required to update its Circulation Element to comply with the bill’s truck route planning requirements by January 1, 2026; and

WHEREAS, in compliance with AB 98, the City initiated General Plan Amendment (“GPA”) No 25-0001 to amend Chapter 9 (“Community Mobility and Circulation”) of the City of Fontana General Plan (“General Plan”), thereby incorporating an updated truck route and effectuating necessary modifications, and additions, to existing policies and actions under Goals 2 and 7; and

WHEREAS, the City also initiated Municipal Code Amendment (“MCA”) No. 25-0012 to modify Chapter 17 (“Motor Vehicles and Traffic”) of the Fontana Municipal Code (“FMC”) to ensure the listed city commercial truck route system is consistent with the amendments to the General Plan; and

WHEREAS, the proposed General Plan and Municipal Code amendments are collectively considered a “Project” as defined by the California Environmental Quality Act (CEQA); and

WHEREAS, an Addendum to the City of Fontana General Plan Environmental Impact Report (State Clearinghouse [SCH] No. 2016020199) (“FEIR”) which was adopted by the City Council on November 13, 2018 has been prepared for this proposed project pursuant to Sections 15162 and 15164 of the CEQA Guidelines and

Section 8.06 of the City of Fontana's 2019 Local CEQA Guidelines; and

WHEREAS, a duly noticed public hearing was held by the City of Fontana Planning Commission ("Planning Commission") was held on November 18, 2025, at which time all interested persons were given an opportunity to be heard concerning GPA No. 25-0001 and MCA No. 25-0012; and

WHEREAS, after conducting the duly noticed public hearing and considering all written and oral testimony presented, the Planning Commission voted to recommend approval of GPA No. 25-0001 and MCA No. 25-0012 to the City Council; and

WHEREAS, by ensuring that the City's planning and zoning regulations are consistent with State law, the amendments substantially promote the goals of the General Plan by protecting public welfare and providing clear guidance for future land use decisions; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have been met.

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

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

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

Section 3. Having considered the Addendum, the administrative record, the City of Fontana General Plan EIR and all written and oral evidence presented to the City Council, the City Council finds that all environmental impacts of the proposed project have been addressed within the City of Fontana General Plan EIR and the Addendum. The City Council finds that no new or additional mitigation measures or alternatives are required. The City Council further finds that there is no substantial evidence in the administrative record that the project may result in any significant environmental impacts beyond those analyzed in the City of Fontana General EIR. The City Council finds that the Addendum contains a complete, objective, and accurate reporting of the environmental impacts associated with the project and reflects the independent judgment and analysis of the City Council.

Section 4. The City Council adopts the Addendum to the EIR for the City of Fontana General Plan (SCH No. 2016021099) and Mitigation, Monitoring, and Reporting

Program (MMRP) that have been prepared pursuant State CEQA Guidelines Sections 15162 and 15164 along with the City of Fontana's 2019 Local Guidelines for Implementing CEQA and direct staff to file and post a Notice of Determination.

Section 5. After receiving the recommendation of the Planning Commission and considering all written and oral testimony presented at the public hearing, the City Council finds that MCA No. 25-0012 is necessary to ensure the City's regulations remain current and responsive to the needs and desires of the community. The City Council further finds that the amendment is required to comply with the requirements of AB 98, as detailed in Exhibit A, which is attached hereto and incorporated herein by this reference, and that the modification is appropriate in the context of generally accepted planning principles, surrounding land uses, and the General Plan. Based on these findings, the City Council hereby approves MCA No. 25-0012.

Section 6. 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 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 phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

Section 7. The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk's office located at 8353 Sierra Avenue, Fontana, CA 92335. The custodian of these records is the City Clerk.

Section 8. This Ordinance shall be effective thirty days (30) following its adoption.

Section 9. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City of Fontana such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council 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 phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

APPROVED AND ADOPTED this 13th day of January, 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 9th day of December, 2025 and was finally passed and adopted not less than five days thereafter on the 13th day of January, 2026, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk of the City of Fontana

Mayor of the City of Fontana

ATTEST:

City Clerk

“EXHIBIT A”**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 17**(*Additions shown in underline, deletions shown in ~~strikeout~~)**Chapter 17 – TRUCK ROUTES****Sec. 17-428. Street segments that are part of city commercial truck route system.**

Alder Avenue	Foothill Boulevard to Valley Boulevard
Arrow Boulevard	Hex <u>Almeria</u> Avenue to Maple <u>Citrus</u> Avenue
Baseline Avenue	Interstate 15 to Maple Avenue
Beech Avenue	Foothill Boulevard to Whittram Avenue
Beech Avenue	Slover Avenue to Jurupa Avenue
Cherry Avenue	Interstate 15 <u>State Route 210</u> to Jurupa Avenue <u>150 feet south of Owen Street</u>
<u>Cherry Avenue</u>	<u>50 feet north of Andel Drive to Jurupa Avenue</u>
Citrus Avenue	Baseline Avenue <u>State Route 210</u> to Jurupa Avenue
Etiwanda Avenue	¼ mile south of Whittram Avenue <u>Interstate 10</u> to Philadelphia Avenue
Foothill Boulevard	East Avenue to Maple Avenue
Interstate 10	Etiwanda Avenue to Alder Avenue
Interstate 15	Baseline Avenue to Sierra Avenue
1-15 East Frontage Road	Cherry Avenue to Beech Avenue
Jurupa Avenue	Etiwanda Avenue to Sierra Avenue
Marlay Avenue	Etiwanda Avenue to Mulberry Avenue
Mulberry Avenue	Slover Avenue to Philadelphia Avenue

Philadelphia Avenue	Etiwanda Avenue to Mulberry Avenue
Riverside Avenue	Sierra Avenue to 1650 feet southeast of Sierra Avenue
State Route 30	Interstate 15 to Palmetto Avenue
San Bernardino Avenue	Etiwanda Avenue to Citrus Avenue
San Bernardino Avenue	Alder Avenue to Locust Avenue
Santa Ana Avenue	Mulberry Avenue to Citrus Avenue
Sierra Avenue	Interstate 15 to Foothill Boulevard State Route 210
Sierra Avenue	Valley Boulevard Interstate 10 to Jurupa Avenue
Sierra Lakes Parkway	Sierra Avenue to 525 feet east of Mango Avenue
Slover Avenue	Etiwanda Avenue to 660 feet west of Alder Avenue
South Highland Avenue	Sierra Avenue to Palmetto Avenue
South Highland Avenue	West of Sierra Avenue (temporary—Route 30 construction)
Summit Avenue	Interstate 15 to Beech Avenue
Valley Boulevard	Interstate 10 Banana Avenue to Alder Avenue Citrus Avenue



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0728

Agenda #: E.

Agenda Date: 1/13/2026

Category: Consent Calendar

FROM:

City Clerk

SUBJECT:

Adoption of Ordinance No. 1979 (Second Reading), Amending Fontana Municipal Code Section 2-39 to Increase the Salary for Members of the City Council and Mayor.

RECOMMENDATION:

Conduct a second reading by title only and adopt **Ordinance No. 1979** (Second Reading), Amending Fontana Municipal Code Section 2-39 to Increase the Salary for Members of the City Council and Mayor.

COUCIL GOALS:

- Increase citizen involvement by Developing future leaders.
- Create and maintain a dynamic team by promoting stability and predictability by providing consistent policy direction.

DISCUSSION:

Ordinance No. 1979 was introduced by a vote of 3-2 at the December 9, 2025, Regular City Council Meeting.

FISCAL IMPACT:

The fiscal impact associated with the approval of this item will result in a net increase in annual salary expenses of \$7,574.40 once fully effective in December 2026. There is no fiscal impact for 2025-26 and necessary budget adjustments will be included in the 2026-27 Supplemental Budget.

MOTION:

Approve staff recommendation.

ORDINANCE NO. 1979

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA AMENDING SECTIONS 2-39 OF THE FONTANA MUNICIPAL CODE, REGARDING THE SALARY FOR MEMBERS OF THE CITY COUNCIL AND MAYOR.

WHEREAS, the City of Fontana, California is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, Article XI, section 7 of the California Constitution grants the City broad discretionary power to “make and enforce within its limits all local police, sanitary, and other ordinances and regulations not in conflict with general laws”; and

WHEREAS, Section 36516 of the Government Code provides the method by which salaries for members of a city council of a city are established and increased; and

WHEREAS, Section 36516(a)(4) of the Government Code provides that a city council of a city may, by ordinance, authorize an increase in salary to members of the city council, so long as such increase does not exceed an amount equal to five percent (5%) for each calendar year from the operative date of the last adjustment of salary; and

WHEREAS, the salary for the members of the City Council of the City pursuant to Ordinance No. 1884 adopted February 8, 2022, is currently set at \$2,106.00 per month, with an additional \$2,094 per month for the City’s directly elected Mayor in accordance with Government Code § 36516.1; and

WHEREAS, the salary for the members of the City Council was set in 2022; and

WHEREAS, the City Council wishes to enact a new ordinance superseding Ordinance No. 1884 and increasing the monthly salary of the members of the City Council and Mayor within the limitations of Government Code Section 36516(a)(4); and

WHEREAS, in order to encourage qualified persons to become members of the City Council and to assure that members of the City Council are compensated comparably to council members of other cities, it is in the best interests of the City to increase the salary of the members of the City Council; and

WHEREAS, a duly noticed public meeting was held at which time this ordinance was considered and at which time all persons wishing to be heard were afforded an opportunity to do so; and

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

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

Section 1. 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. Section 2-39 of Article II of Chapter 2 of the Fontana Municipal Code is hereby amended in its entirety to read as follows:

Sec. 2-39. - Salaries—Generally.

As allowed in Government Code § 36516, each member of the council shall receive as salary the sum of \$2,211 per month and in addition to this sum the mayor shall receive an additional \$2,198 per month in accordance with Government Code § 36516.1, which shall be payable at the same time and in the same manner as the salaries are paid to other officers and employees of the city.”

Section 3. CEQA. The City Council determines that this code amendment is not subject to environmental review under the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines (Cal. Code Regs., § 15000 et seq.) sections 15060(c)(3) and 15061(b)(3). Pursuant to State CEQA Guidelines section 15060(c)(3) and Section 3.01(f) of the City of Fontana 2018 Local Guidelines for Implementing the California Environmental Quality Act, the proposed regulations do not constitute a project under CEQA and have no potential to result in a direct or reasonably foreseeable indirect physical change in the environment.

Section 4. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk’s office located at 8353 Sierra Avenue, Fontana, CA 92335. The custodian of these records is the City Clerk.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The people of the City of Fontana hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 6. Effective Date. This Ordinance shall be effective thirty days following its adoption. The increased salaries for the Mayor and members of the City Council shall be provided immediately following the seating of one or more members of City Council at the next municipal election following the effective date of this Ordinance.

Section 7. Publication. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City of Fontana.

APPROVED AND ADOPTED this 13th day of January 2026.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance adopted by the City Council and was introduced at a regular meeting on the 9th day of December 2025, and was finally passed and adopted not less than five days thereafter on the 13th day of January 2026, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk of the City of Fontana

Mayor of the City of Fontana

ATTEST:

City Clerk



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0731

Agenda #: F.

Agenda Date: 1/13/2026

Category: Consent Calendar

FROM:

City Clerk

SUBJECT:

Adoption Ordinance No. 1980 (Second Reading), Adding Article IX of Chapter 23 of the Fontana Municipal Code Regarding Prevention of Pollutants into Storm Drains.

RECOMMENDATION:

Conduct a second reading by title only and adopt **Ordinance No. 1980** (Second Reading), Adding Article IX of Chapter 23 of the Fontana Municipal Code Regarding Prevention of Pollutants into Storm Drains.

COUCIL GOALS:

- To promote the City's existing infrastructure.
- To operate in a business-like manner.
- To preserve the local environment for generations to come.

DISCUSSION:

Ordinance No. 1980 was introduced by a vote of 5-0 at the December 9, 2025, Regular City Council Meeting.

FISCAL IMPACT:

Revisions to Article IX of Chapter 23 of the Fontana Municipal Code regarding prevention of pollutants into storm drains will allow the City to impose the stormwater-related fees and penalties adopted in Resolution 25-0415: Adopting Updated and New User Fees for City Services.

MOTION:

Approve staff recommendation.

ORDINANCE NO. 1980

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, ADDING ARTICLE IX OF CHAPTER 23 OF THE FONTANA MUNICIPAL CODE REGARDING PREVENTION OF POLLUTANTS INTO STORM DRAINS.

WHEREAS, Article 11, Section 7 of the California Constitution authorizes the City of Fontana ("City") to make and enforce within its limits all ordinances and regulations not in conflict with general laws; and

WHEREAS, the City owns and operates a municipal separate storm sewer system (MS4) that collects and transports stormwater flows through the City;

WHEREAS, the City's ownership and operation of the MS4 is regulated under various laws and permits, including but not limited to the Federal Water Pollution Control Act ("CWA"), the Porter-Cologne Water Quality Control Act, and Santa Ana Regional Water Quality Control Board Order No. R8-2010-0036, NPDES No. CAS618036;

WHEREAS, the Fontana Municipal Code ("FMC") addresses requirements for uses of the city's storm drain system in Article IX of Chapter 23; and

WHEREAS, the City Council now desires to amend FMC Chapter 23, Article IX, to include requirements on new development and significant redevelopment and other prohibitions and limitations required by the regulations cited above; and

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

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

Section 1. Findings. The City Council finds that all the facts, findings, and conclusions set forth above in this Ordinance are true and correct.

Section 2. CEQA. The City Council further finds that, under Public Resources Code section 21065, adoption of this Ordinance is not a project subject to the California Environmental Quality Act ("CEQA") and, alternatively, adoption of the Ordinance is exempt from CEQA under CEQA Guidelines (14 Cal. Code Regs. § 15000 et seq.) section 15061(b)(3), under the general rule that CEQA applies only to projects that have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Section 3. Chapter 23, Article IX. Article IX in Chapter 23 of the Fontana Municipal Code is hereby deleted and replaced, as set forth in Exhibit "A" attached hereto and incorporated herein.

Section 4. Location and Custodian of Records. The documents and materials associated with this Ordinance that constitute the record of proceedings on which these findings are based are located at Fontana City Hall, 8353 Sierra Avenue, Fontana, California 92335. The City Clerk is the custodian of the record of proceedings.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Fontana hereby declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any or more sections, subsections, sentences, clauses and phrases may be declared invalid or unconstitutional.

Section 6. Effective Date. This Ordinance shall take effect and be in full force 30 days from and after its passage. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted in at least three public places within the City, and published once in San Bernardino County Register, a newspaper of general circulation in the City, within 15 days after its passage.

APPROVED AND ADOPTED this 13th day of January 2026.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance adopted by the City Council and was introduced at a regular meeting on the 9th day of December 2025, and was finally passed and adopted not less than five days thereafter on the 13th day of January 2026, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk of the City of Fontana

Mayor of the City of Fontana

Ordinance No. 1980

ATTEST:

City Clerk

EXHIBIT A

ARTICLE IX. - PREVENTING DISCHARGE OF POLLUTANTS INTO STORM DRAINS

DIVISION 1 - GENERALLY

Sec. 23-507. - Purpose.

This article sets forth uniform requirements for all uses of the City's MS4.

The purpose of this article is to protect and enhance the water quality of watercourses, water bodies, ground water and wetlands in a manner consistent with federal, state and local laws and regulations, and to implement the requirements of the City's NPDES permit.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23- 508. – Definitions.

Best management practices or *BMPs* means schedules of activities, prohibitions of practices, maintenance procedures, source control, any on-sight or off-site treatment control measures, 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 Official means the Building Official of the City of Fontana or the Building Official's designee.

Chemical oxygen demand or *COD* is an indicative measure of the amount of oxygen that can be consumed by reactions in a measured solution.

City Engineer means that person designated as the City Engineer of the City of Fontana or the City Engineer's designee.

City's NPDES permit means that permit issued to the City as co-permittee by the Regional Water Quality Control Board, Santa Ana region, pursuant to the Federal Clean Water Act and California's Porter-Cologne Water Quality Control Act, as that permit currently exists or may hereafter be amended.

Construction activity includes, but is not limited to: clearing, grading, demolition, excavation, construction of new structures, any new development, significant redevelopment, other project for which a building, grading or other local permit or approval is required, and reconstruction of existing facilities involving removal and replacement that results in soil disturbance. The term construction activity includes, but is not limited to, all projects that require a construction activity storm water permit.

Construction discharger means any person who contributes to, causes or permits any materials associated with construction activities to be discharged into the storm drain system.

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

Illegal discharge means any discharge into the storm drain system that is prohibited under local, state or federal statutes, ordinances, codes or regulations, including, without limitation, any discharge that causes, has the potential of causing or contributes to a violation of the City's NPDES permit. The term illegal discharge includes all non-storm water discharges except discharges made pursuant to an NPDES permit, discharges that fall within the discharge exceptions identified in section 23-511 of this chapter or discharges authorized by the executive officer of the Regional Water Quality Control Board, Santa Ana region.

Illicit connection means any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm water drainage system or any connection to the storm drain system that is not authorized by a NPDES permit or in writing by the City Engineer.

Industrial activity means any activity associated with an industrial development. The term industrial activity includes, but is not limited to, those activities for which an industrial activity storm water permit is required.

Industrial discharger means any person who contributes to, causes or permits any materials associated with industrial activities to be discharged into the storm drain system. Households and private residences shall not be considered industrial dischargers.

Local Implementation Plan or *LIP* means a requirement by the MS4 Permit and describes how the City of Fontana will implement the requirements of the MS4 permit within its own jurisdiction. *Low Impact Development* or *LID* means systems and practices that use or mimic natural processes that result in the infiltration, evapotranspiration, use, or any combination thereof of storm water in order to protect water quality and associated aquatic habitat.

Maximum Extent Practicable or *MEP* means management practices, control techniques, and system design and engineering methods for the control of pollutants taking into account considerations of synergistic, additive, and competing factors, including, but not limited to pollutant removal effectiveness, regulatory compliance, gravity of the problem, public acceptance, social benefits, cost and technological feasibility.

Memorandum of Agreement or *MOA* means that formal business document signed between the owner(s) and the City of Fontana outlining the responsibilities and roles of each party relating to Water Quality Management Plan and Storm Water BMP

Transfer, Access and Maintenance that has been approved by and is available from the City's Engineering Department.

Municipal Separate Storm Sewer System or MS4 or storm drain system means the City's separate storm sewer system. The MS4 is a system of conveyances (including, but not limited to roads with drainage systems, municipals streets, catch basins, curbs, gutter, ditches, natural drainage features or channels, modified natural channels, man-made channels, or storm drains) designated or used for collecting or conveying storm water. 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.

National pollutant discharge elimination system permit or NPDES permit means those permits issued by the State Water Resources Control Board or the Regional Water Quality Control Board, Santa Ana Region pursuant to the Federal Clean Water Act, including but not limited to the CGP and the IGP.

New development means land disturbing activities; structural development, including construction or installation of a building or structure, creation of impervious surfaces; and land subdivision.

Notice of Intent or NOI means an application for coverage under the general storm water permits.

Non-storm water means any liquid, water or other agent which contains pollutants. Non-storm water consists of all discharges to and from a storm water conveyance system that do not originate from precipitation events (i.e., all discharges from storm water). Non-storm water includes illegal discharges, non-prohibited discharges, and NPDES permitted discharges.

Operating Procedures means Standard Operations Procedures with references to applicable Statewide NPDES General Permits.

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.

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).

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

Significant redevelopment means the addition or creation of 5,000 or more square feet of impervious surface on an already developed site. This includes, but is not limited to, additional buildings and/or structures, extension of an existing footprint of a building and construction of parking lots.

Statewide Construction General Permit or *CGP* mean that permit issues by the State Water Resources Control Board for the construction activities, specifically the general permit for discharges of storm water associated with construction activity, as that permit currently exists or may hereafter be amended.

Statewide Industrial General Permit or *IGP* means that permit issued by the state water resources control board for industrial activities, specifically the industrial storm water general permit, as that permit currently exists or may hereafter be amended.

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.

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.

Water Quality Management Plan or *WQMP* means a plan required of new development/redevelopment projects specified in this chapter, outlining appropriate non-structural and structural BMPs, including storm water infiltration and treatment devices, that will be implemented and installed to prevent pollutants from being discharged into the City's municipal separate storm sewer system, during and after construction.

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

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-509. – Authority; duties of Public Works Director.

The Public Works Director shall have the power and duty to administer, implement and enforce the provisions of this article and all rules and regulations concerning the storm drain system. The Public Works Director shall monitor the maintenance and operation of the BMPs and insure that necessary repairs are made thereto.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23- 510. - Prohibited discharges.

No person shall:

- (1) Cause, allow, contribute to or facilitate an illegal discharge into the MS4.
- (2) Establish, use or maintain any illicit connection, as more fully described in section 23-512.
- (3) Cause, permit or authorize any agent, employee or independent contractor to cause, allow, contribute to or facilitate an illegal discharge or establish, use or maintain any illicit connection to the MS4.
- (4) Throw, deposit, abandon, maintain, or dispose of any refuse, rubbish, garbage, or other pollutants or wastes that may cause water quality concerns in or upon any street, alley, sidewalk, storm drain, catch basin, or other drainage structure, or upon any public or private piece of property, unless permitted by waste discharge requirements or waiver by the Regional Water Quality Control Board, Santa Ana region.
- (5) Discharge or cause to be discharged into any fountain, lake, stream or any other body of water in the City any refuse, rubbish, garbage or other pollutant.
- (6) Cause, allow, contribute to or facilitate a violation of the City's NPDES permit, including, but not limited to, discharges into the MS4 causing, threatening to cause, or contributing to a condition of pollution, contamination, or nuisance as that term is defined in section 13050 of the California Water Code.
- (7) Fail or refuse to implement any BMPs when directed to do so by the Public Works Director.
- (8) In addition to the prohibitions in subsections (1) through (7) above, discharge any of the following into the MS4:
 - (A) Sewage;
 - (B) Wash water resulting from hosing or cleaning, of gas stations, auto repair garages and other types of automobile service station;
 - (C) Discharges resulting from the cleaning, repair, or maintenance of any type of equipment, machinery or facility, including motor vehicles, concrete mixing equipment, portable toilet servicing, or similar activities.
 - (D) Wash water from mobile auto detailing and washing, steam and pressure cleaning, carpet or upholstery cleaning, pool cleaning and other such mobile commercial or industrial activities;
 - (E) Water from cleaning of municipal, industrial, and commercial sites, including parking lots, streets, sidewalks, driveways, patios, plazas, work yards and outdoor eating or drinking areas and similar activities;
 - (F) Runoff from material storage areas or uncovered receptacles that contain chemicals, fuels, grease, oil or other hazardous materials or substances that pose a threat to human health or the environment due to their toxicity, corrosiveness, ignitability, explosive nature or chemical reactivity;
 - (G) Discharges of runoff from washing toxic materials from paved or unpaved areas;

- (H) Discharges of pool fountain water containing chlorine, biocides or other chemicals; pool filter backwash containing debris or chlorine;
- (I) Pet waste, yard waste, litter, debris, sediment or similar wastes;
- (J) Restaurant or food processing facility wastes such as grease, floor mat and trash bin wash water, food waste or similar wastes.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-511. - Discharge exceptions.

The following discharges shall be conditionally exempt from the definition of illegal discharge, unless the Regional Water Quality Control Board, State Water Resources Control Board, Public Works Director determines the discharge causes or contributes to violations of water quality standards set by the Regional Water Quality Control Board, Santa Ana region or State Water Resources Control Board or the discharge significantly contributes to the pollution of waters of the United States:

- (1) Discharges composed entirely of storm water.
- (2) Discharges covered under a separate NPDES permit or written clearances issued by the State Water Resources Control Board or the Regional Water Quality Control Board, Santa Ana region.
- (3) Discharges from potable water line flushing or other potable water sources. Line flushing may only occur when proper BMPs are implemented to ensure pollutants of concern do not enter the storm drain.
- (4) Discharges associated with air conditioning condensate.
- (5) Discharges associated with landscape irrigation, lawn garden watering, and other irrigation waters as long as the landscaping and irrigation complies with Chapter 28 Article IV.
- (6) Discharges from passive foundation drains, only if the source water drained from the foundation is storm water or uncontaminated ground water.
- (7) Discharges from passive footing drains, if the water is uncontained.
- (8) Discharges of water from crawl space pumps, if the water is uncontaminated.
- (9) Discharges of de-chlorinated water from swimming pools, except that cleaning wastewater and filter backwash shall not be discharged into the MS4.
- (10) Discharges from non-commercial vehicle washing, such as residential car washing (excluding engine degreasing) and car washing for fundraisers by a bona-fide 501 non-profit organization.
- (11) Discharges from diverted stream flows.
- (12) Discharges associated with rising ground waters and natural springs, if the groundwater is uncontaminated.
- (13) Discharges associated with uncontaminated groundwater infiltration as defined in 40 CFR 35.2005(20) and uncontaminated pumped groundwater.

- (14) Discharges associated with flows from riparian habitats and wetlands.
- (15) Discharges associated with emergency fire fighting flows. Flows necessary for the protection of life and property do not require BMPs. However, appropriate BMPs to reduce the discharge of pollutants must be implemented to the maximum extent practicable when they do not interfere with health and safety issues.

If the City or any other federal, state or county governmental entity determines that any of the discharges listed above cause or contribute to violations of water quality standards or are significant contributors of pollutants to waters of the United States or water of the State, the City may adopt regulations prohibiting such discharges from entering the storm drain system, authorize the discharge category and ensure that source control BMPs and treatment control are implemented to reduce or eliminate pollutants from the discharge, or require coverage under a separate permit for discharge into the MS4 authorized by the Regional Water Quality Control Board, Santa Ana region or State Water Resources Control Board.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23- 512. - Illicit connections to the storm drain system.

No person shall establish, use or maintain any illicit connection to the storm drain system. This prohibition shall apply retroactively regardless of whether the connection to the storm drain system was permissible under the law or practices applicable at the time of the connection.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-513. - Alterations to the storm drain system.

No person shall, without prior written approval of the Public Works Director:

- (1) Construct or modify or cause to be constructed or modified any structure, facility, or items which may interfere with the normal operations of the storm drain system.
- (2) Alter the capacity, fall, or structural integrity of a storm drain, storm channel, or any portion of the storm drain system.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23- 514. - Prevention of illegal discharges; BMPs.

All users of the storm drain system shall implement such BMPs as are necessary to prevent illegal discharges.

All industrial and construction discharges shall establish operating procedures to protect against discharges of pollutants into the storm drain system. The operating procedures shall be available to the Public Works Director if the Public Works Director finds it is necessary.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-515. - Compliance with best management practices (BMPs).

Any person undertaking any activity or operation in the City that could potentially cause or contribute to storm water pollution or a discharge of non-storm water to the City's MS4 shall comply with all applicable best management practices (BMPs) as listed in the current version of the California Storm Water Quality Association's Best Management Practices Handbooks for the relevant activity or the current county storm water program's "Report of Waste Discharge," to reduce pollutants in storm water runoff and reduce non-storm water discharges to the City's MS4 to the maximum extent practicable or to the extent required by law.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-516. - Containing spills.

The Public Works Director shall establish regulations to control and contain spills of hazardous or toxic substances which could pollute the storm drain system if not contained. Each industrial discharger shall install a spill containment system to conform to the requirements established by the Public Works Director. No person shall operate a spill containment system that allows incompatible liquids to mix and create hazardous or toxic substances. 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 non-reactive materials to the liquids contained. Spill containment systems shall conform to local regulations and policies as to percent containment and container size and type.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-517. - Notification of accidental discharge.

Any person who causes, participates in or has knowledge of a spill of any type of material that may lead to an illegal discharge shall report the spill to the Public Works Director by phone, email or facsimile within twenty-four (24) hours of the spill.

Within five (5) working days following a spill which results in an illegal discharge, the person responsible for the spill shall submit a written report to the Public Works Director. The report shall describe in detail the type and volume of the material spilled, the cause of the spill, clean-up actions taken, and measures to be taken to prevent future accidental spills.

All industrial, commercial, and construction discharges shall post a notice at their place of business advising their employees to contact the City and applicable federal and state offices in the event of an accidental spill of any type of material that may lead to an illegal discharge.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-518. - Regulation of construction and industrial dischargers.

- (a) *Construction dischargers, including discharges from new development and significant redevelopment.* Any person causing or responsible for a construction activity, including a new development or significant redevelopment project, shall do all of the following:
- (1) Comply with the CGP and file with the appropriate agency a notice of intent to be covered by that permit, if applicable. This includes development and implementation of a storm water pollution prevention plan (SWPPP) and Erosion and Sediment Control Plan (ESCP).
 - (2) Provide the Building Official with a copy of the waste discharge identification number issued as evidence of coverage under the Statewide Construction General Permit, if applicable.
 - (3) Apply for, obtain and comply with all building, grading and other local permits required for the construction activity.
 - (4) Implement any BMPs necessary to prevent illegal discharges, any BMPs that are conditions of any building, grading or other local permit and any BMPs imposed by the Building Official.
 - (5) Document and maintain records on the effectiveness of such BMPs implemented to reduce the discharge of pollutants.
 - (6) Prepare and implement a City approved WQMP or equivalent as required by the City in accordance with this article.
 - (7) Refrain from violating or causing a violation of the City's NPDES permit.
 - (8) Penalties. Construction dischargers who fail to comply with the provisions of their NPDES permit or this Chapter including, but not limited to, those provisions prohibiting unauthorized discharges; requiring installation and maintenance of BMPs; and/or having, maintaining, and complying with the SWPPP and ESCP may be subject to additional penalties that shall be adopted by resolution and subject to periodic review and revision by resolution, as part of the City's updated and modified schedule of service fees, inspection fees and processing fees.
- (b) *Industrial and commercial dischargers.* Any person causing or responsible for commercial and industrial discharge shall do all of the following:
- (1) Comply with the IGP and file with the appropriate agency a notice of intent to be covered by that permit, if the discharger operates facilities described in 40 CFR 122.26(b)(14)(i)-(xi). This includes development and implementation of a storm water pollution prevention plan.
 - (2) Provide the Public Works Director with a copy of the waste discharge identification number issued as evidence of coverage under the industrial activity storm water permit, if applicable.
 - (3) Apply for, obtain and comply with all building, grading and other local permits required for the industrial development.

- (4) Implement any BMPs necessary to prevent illegal discharges, any BMPs that are conditions of any building, grading or other local permit and any BMPs imposed by the Building Official.
- (5) Document and maintain records on the effectiveness of such BMPs implemented to reduce the discharge of pollutants
- (6) Prepare or implement a WQMP or equivalent as required by the City in accordance with this article.
- (7) Refrain from violating or causing a violation of the City's NPDES permit.
- (8) Penalties. Industrial uses who fail to comply with the provisions of their NPDES permit or this Chapter including, but not limited to, those provisions prohibiting unauthorized discharges and illicit connections, operating without an NPDES Permit, and/or complying with the SB 205 Business Licenses Stormwater Discharge Compliance Form may be subject to additional penalties that shall be adopted by resolution and subject to periodic review and revision by resolution, as part of the City's updated and modified schedule of service fees, inspection fees and processing fees.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-519. - Compliance with federal, state, and local regulations.

No person may engage in construction or industrial activities within the City which create non-storm water discharges regulated by the EPA, the State Water Resources Control Board and/or the Regional Water Quality Control Board, Santa Ana region and/or this article, unless that person conducts his or her activities pursuant to the rules and regulations set forth in Title 40, Parts 122, 123 and 124 of the Code of Federal Regulations.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-520. - Evidence of compliance.

No person shall engage in any construction or industrial activity, unless such person obtains all permits required by federal, state, county or City regulations and provides evidence to the Public Works Director that he or she has taken measures to control illegal discharges and has obtained all necessary permits.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-521. - Falsifying information.

No person shall:

- (1) Knowingly make any false statement or representations to the Public Works Director.

- (2) File any false record report, plan, or other document with the City to avoid compliance with this chapter.
- (3) Any person who falsifies, tampers with or knowingly renders inaccurate monitoring devices or methods required under this chapter, shall have violated this chapter and shall be guilty of a misdemeanor.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-522. - Damage to monitoring equipment and storm drain system.

No person shall break, damage, deface, destroy or tamper with monitoring equipment used to ensure compliance with this article. No person shall damage or interfere with the storm drain system. Any person who damages the storm drain system or monitoring equipment shall be liable to the City for all damages, including fines and penalties, and administrative costs related thereto.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-523. - Removal of potential pollutants.

The Public Works Director may order a property or business owner to remove any materials, pollutants or substances on his or her property or business which may lead to an illegal discharge or otherwise cause water quality concerns.

Sec. 23-524. Reserved.

Sec. 23-525. Reserved.

Sec. 23-526. Reserved.

Sec. 23-527. Reserved.

Sec. 23-528. Reserved.

Sec. 23-529. Reserved.

Sec. 23-530. Reserved.

Sec. 23-531. Reserved.

Sec. 23-532. Reserved.

Sec. 23-533. Reserved.

Sec. 23-534. Reserved.

Sec. 23-535. Reserved.

Sec. 23-536. Reserved.

(Ord. No. 1442, § 2, 3-2-04)

DIVISION 2 – NEW DEVELOPMENT AND SIGNIFICANT REDEVELOPMENT

Sec. 23-537. – Water Quality Management Plan; compliance and implementation.

The City Engineer shall have the authority to require the preparation and implementation of a WQMP for any development, redevelopment, utility, or road improvement project within the City limits.

(a) Prior to application submittal for plans examination, grading permit, building permit, or entitlement, a WQMP shall be prepared and submitted to the authorized City representative for all priority projects subject to this requirement under the applicable MS4 permit. The WQMP submittal requirement applies to construction projects covered by the Construction General Permit as well as construction projects with land disturbance of less than one acre. Qualifying development/redevelopment projects include:

- (1) All significant redevelopment projects - defined as the addition or replacement of 5,000 or more square feet of impervious surface on an already developed site subject to the discretionary approval of the City. Significant redevelopment does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic capacity, original purpose of the facility, or emergency redevelopment activity required to protect public health and safety. Where redevelopment results in an increase of less than 50 percent of the impervious surfaces of a previously existing developed site, and the existing development was not subject to WQMP requirements, the numeric sizing criteria discussed in Section 4 of the of the San Bernardino County Stormwater Program Technical Guidance Document for Water Quality Management Plans, effective September 19, 2013, (WQMP Technical Guidance Document) and any amendments to that WQMP Technical Guidance Document shall apply only to the addition or replacement, and not to the entire developed site. Where redevelopment results in an increase of 50 percent or more of the impervious surfaces of a previously existing developed site, the numeric sizing criteria discussed in Section 4 of the current version of the WQMP Technical Guidance Document shall apply to the entire developed site.
- (2) All new development projects that create 10,000 square feet or more of impervious surface (collectively over the entire development project site), including commercial, industrial, residential housing subdivisions (i.e., detached single-family home subdivisions, multifamily attached subdivisions or townhomes, condominiums, apartments, etc.), mixed-use, and public projects. New development projects include projects on public and private land that fall under the planning and building authority of the permitting jurisdiction.

- (3) New development or significant redevelopment of automotive repair shops (with SIC Codes 5013, 5014, 5541, 7532-7534, 7536-7539) where the project creates, adds and/or replaces 5,000 square feet or more of impervious surface.
 - (4) New development or significant redevelopment of eating places (with SIC Code 5812) where the land area of project is 5,000 square feet or more.
 - (5) All hillside developments of 5,000 square feet or more that are located on areas with known erosive soil conditions or where the natural slope is 25 percent or more.
 - (6) Developments of 2,500 square feet of impervious surface or more adjacent to (within 200 feet) or discharging directly into Environmentally Sensitive Areas or water bodies listed on the Clean Water Act, section 303(d) list of impaired waters.
 - (7) Parking lots of 5,000 square feet or more of impervious surfaces exposed to storm water. The term "parking lot" is defined as land area or facility for the temporary parking or storage of motor vehicles.
 - (8) New development or significant redevelopment of retail gasoline outlets that are either 5,000 square feet or more or have a projected average daily traffic of 100 or more vehicles per day.
 - (9) Non-priority/non-category projects may be required by the City to implement applicable site design LID and LIP requirements.
- (b) Preliminary project-specific WQMPs shall be submitted as early as possible during the environmental review or planning phase (land use entitlement). The final project-specific must be consistent with the preliminary project-specific WQMP. The City may require additional information and submittals for final approval.
 - (c) The WQMP shall be prepared in conformance with the WQMP Technical Guidance Document, or its successor, and template documents and other related guidance documents.
 - (d) The WQMP shall incorporate and implement site design, source control and/or treatment control BMPs to minimize runoff, increase onsite infiltration, and improve water quality as necessary to meet current MS4 Permit requirements. The WQMP must prioritize the use of LID treatment control measures and explain why LID treatment control measures cannot be used in order to propose another BMPs. The WQMP shall identify all BMPs that will be incorporated into the project to control post-construction storm water and non-storm water quality and quantity and shall be revised as necessary during the life of the project.

- (1) The owner(s) shall demonstrate that the proposed structural BMPs will infiltrate, and/or adequately treat, the projected storm water and urban runoff for the development project using the design standards for structural BMPs as specified in the applicable MS4 permit.
 - (2) All WQMPs shall include a maintenance schedule for all source control and treatment control BMPs, the owner(s) signed statement of responsibility for continued BMP maintenance, and a plan for continued maintenance responsibilities which must include signing a MOA as described in Sec 23-539.
- (e) No Certificate of Occupancy shall be issued for a development/redevelopment project without ensuring that all treatment control BMPs have been constructed as specified in the approved WQMP and will be maintained in compliance with the requirements of the municipal NPDES permit.
 - (f) Owner(s) shall submit and have approved an application to amend an approved WQMP prior to altering any BMP design, size, material, manufacturer, or specification. If a BMP is altered without approval, owner(s) shall restore the BMPs back to the original specifications in the approved WQMP. Altering a BMP without prior approval may result in enforcement actions.
 - (g) The City may, at its discretion, require updates and amendments to a previously approved WQMP when conditions warrant, up to and including: change or alteration in use of property, change or alteration of pollutant loads, inadequate pollutant removal BMPs, or any other circumstance where it can be established that current site conditions do not comply with the provisions of this chapter.
 - (h) Establishment of a Regulatory Fee. The City Council may establish a regulatory fee by Resolution and may from time to time adjust the fee by Resolution to recover the reasonable cost of permit issuance, administration, inspections, sampling, metering, and monitoring by the City Engineer. Such fee shall cover, but not exceed, the full cost of permit issuance, administration, inspections, sampling, metering, and monitoring and shall be allocated in a manner that bears a fair and reasonable relationship to the activities of the fee payers that are relative to the need for the WQMP.
 - (i) Compliance with the conditions and requirements of a WQMP shall not exempt any person from the requirement to independently comply with each provision of this article.

Sec. 23-538. – Installation of Structural source control and treatment control BMPs

In general, treatment control measures must be located within the new development or significant development project except as specified by the City's NPDES Permit. If the City approves treatment control measures outside the new development or significant redevelopment project, ownership of the treatment control measures will follow ownership of the new development or significant redevelopment project as described in 23-540.

Sec. 23-539. - Memorandum of agreement (MOA).

The owner(s) of any parcel subject to the development of a WQMP or any other residential tracts with structural source control or treatment control BMPs shall enter into a legally enforceable agreement with City, which, in consideration of project approval and/or connection to the storm drain system, the owner(s) agree to maintain post-construction source control, treatment control BMPs and other related features. A standard agreement form, or Memorandum of Agreement, has been approved by and is available from the City's Engineering Department. The MOA shall be executed by the owner(s) and shall be recorded with the County of San Bernardino's Assessor-Recorder-City Clerk.

- (a) The MOA agreement shall require the owner(s) to maintain, repair, and, if necessary, reconstruct the structural BMP, and shall state the terms, conditions, and schedule of maintenance for the structural BMP. The MOA agreement shall require the owner(s) to identify, fund, and continue to fund an available source of funding for the maintenance. In addition, it shall grant to the City a right of entry in the event that the City Engineer if the City Engineer has reason to believe it has become necessary to inspect, monitor, maintain, repair, or reconstruct the BMP; however, in no case shall the right of entry, of itself, confer an obligation on the City to assume responsibility for the BMP.
- (b) The MOA shall be binding on all current and subsequent owners of the site, portions of the site, and/or lots or parcels served by the BMP. Until such time that the transference of all property, sites, or lots served by the BMP is completed per section 23-542, the owner(s) listed in the recorded MOA shall have primary responsibility for carrying out the provisions of the agreement. Owner(s) shall provide notice of the transfer, sale, or deed of all property, sites, or lots served by the BMP to the City's Engineering Department.
- (c) The MOA shall require the Owner(s) to comply with the recordkeeping requirements articulated in 23-543.

Sec. 23-540. - Ownership of parcels subject to BMP maintenance requirements.

Owner(s) of a parcel or parcels subject to a requirement for maintenance of structural BMP features, shall:

- (1) Assume responsibility for maintenance and operation of any existing structural BMP feature to at least the MEP standard;
- (2) Conduct BMP maintenance and inspections as required in the approved WQMP;
- (3) Ensure that all structural BMP features are inspected at the frequency set forth in the approved WQMP, and retain proof of such inspections for a minimum of three years;
- (4) Replace any degraded structural BMP feature with new control measures, or BMP features, meeting the then current standards of the City; and
- (5) Shall not be free of liability and shall not be precluded from maintenance, operation, repair, or replacement of BMPs should they not possess knowledge that structural BMP features exist.

Sec. 23-541. - Transfer of ownership of parcels subject to BMP maintenance requirements.

The transfer, sale, or deed of a parcel or parcels subject to a requirement for maintenance of structural BMP features, shall include conditions requiring a transferee, and a transferee's successors and assigns, to:

- (1) Assume responsibility for maintenance and operation of any existing structural BMP feature to at least the MEP standard;
- (2) Conduct BMP maintenance and inspections as required in the approved WQMP;
- (3) Ensure that all structural BMP features are inspected at the frequency set forth in the approved WQMP and/or MOA, and retain proof of such inspections for at least three years;
- (4) Replace any degraded structural BMP feature with new control measures, or BMP features, meeting the then current standards of the City;
- (5) For conditions, covenants, and restrictions for properties which include structural BMP features that are to be maintained by a property or homeowner's association, such conditions, covenants and restrictions shall provide for maintenance of the BMP features by the association;

- (6) Any deed transferring title to said property shall include a reference to owner(s) agreement with the City under Section 23-539, which is applicable to owner(s) successors and assigns, and the BMP features that are to be maintained by the successor owner; and
- (7) If property, on which structural BMP features are located, is to be dedicated to a governmental agency, the transferor shall remain responsible for the BMP features until the agency provides a signed assumption of responsibility and confirmation that structural BMP features meet agency design standards.

Sec. 23-542. – Records.

- (a) Owner(s) shall maintain a copy of the approved WQMP readily accessible at each address associated with WQMP. Owner(s) shall maintain a copy of the approved WQMP readily accessible on themselves if Owner(s) maintains an office at an address different from the project WQMP.
- (b) Owner(s) of each structural BMP shall keep records of inspections, maintenance, and repairs for a minimum of three years from the date of creation of the record and shall submit the same upon request of the Building Official, City Engineer or Public Works Director.

Secs. 23-543. – WQMP Fees and Penalties.

- (a) If the Public Works Director has required a WQMP, the Public Works Director may also require a WQMP inspection fee.
- (b) If the Public Works Director has required a WQMP and determines that the WQMP has not complied with, the Public Works Director may also require a WQMP non-compliance re-inspection fee.
- (c) The Public Works Director may levy penalties for failure to comply with the provisions of this Division including, but not limited to, those provisions requiring WQMP structural equipment and BMP installation and maintenance.
- (d) All penalties and fees in this section shall be adopted by resolution and subject to periodic review and revision by resolution, as part of the City's updated and modified schedule of service fees, inspection fees and processing fees.

Sec. 23-544. Reserved.

Sec. 23-545. Reserved.

Sec. 23-546. Reserved.

Sec. 23-547. Reserved.

Sec. 23-548. Reserved.

Sec. 23-549. Reserved.

DIVISION 3. – ENFORCEMENT

Sec. 23-550. - Inspection and repair; authority to enter.

- (a) The Public Works Director may inspect the premises of any person, business, discharger, or entity subject to the provisions of this article. The Public Works Director may:
 - (1) Conduct industrial and commercial inspections, sample waters and discharges, monitor construction activity, and other activities to determine compliance with the provisions of this article.
 - (2) Review records, reports, test results, or other information required to determine compliance with the provisions of this article and permits.
 - (3) Inspect any wastes, chemicals, storage areas, storage containers, waste generating processes, treatment facilities, and discharge locations.
 - (4) Inspect the premises of any person, business, discharger, or entity for which a WQMP has been prepared to determine whether the BMPs associated with the project WQMP are being installed, implemented, maintained, and continue to function as designed. Owner(s) shall maintain on-site, at all times, the necessary tools and personnel to access each BMP.
 - (5) Take any other action necessary to determine compliance with the provisions of this article.
- (b) Inspections may be conducted as routine inspections, re-inspections, random inspections, inspections based upon complaints or other notice of possible violations, and joint inspections with other agencies inspecting under environmental or safety laws. Inspection fees may be assessed for routine inspections and re-inspections. The inspection fees shall be adopted by resolution and shall be subject to periodic review and revision by resolution, as part of the City's updated and modified schedule of service fees, inspection fees and processing fees.
- (c) All dischargers shall allow the Public Works Director ready access at all reasonable times to all parts of their premises for the purpose of making inspections, sampling discharges, examining and copying of records, taking of photographs and video, and carrying out their duties as set forth in this article. Where a discharger has security measures in force which would require proper identification and clearance before entry into the discharger's premises, the discharger 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.

No person shall obstruct, hamper, or interfere with the Public Works Director while carrying out his or her official duties. Unreasonable delays in allowing the Public Works Director access to the discharger's premises shall be a violation of this article.

- (d) If the Public Works Director has reasonable cause to believe that non-storm water discharge conditions on or emanating from certain premises are hazardous, unsafe, or dangerous and require immediate inspection to safeguard the public health or safety, the Public Works Director shall have the right to immediately enter and inspect the property, and may use any reasonable means required to effect such entry and make such inspection, whether the property is occupied and whether or not formal permission to inspect has been obtained.
- (e) The Public Works Director shall exercise their rights under this article in a manner consistent with the 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.
- (f) Such inspection may include the necessity to photograph or videotape any applicable chemicals, materials, wastes, storage areas, storage containers, waste generating processes, treatment facilities, and discharge locations.
- (g) If the Public Works Director has reasonable cause to believe that an illicit discharge non-storm water discharge conditions on or emanating from the premises are of a nature so as to require immediate inspection to safeguard public health or safety, the Public Works Director shall have the right to immediately enter, inspect, and repair said property and may use any reasonable means required to effect such entry and make such inspection, regardless if said property is occupied or unoccupied and regardless if formal permission to inspect said property has been obtained. In the case that the City performs emergency repairs, the City may issue an invoice for costs. An invoice for costs is immediately due and payable to the City for the actual costs incurred by the City. 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 23-20, then the enforcing attorney may institute collection proceedings.

Sec. 23-551. – Enforcement; generally.

- (a) The City may take any enforcement action or combination of enforcement actions provided in this article against any person who violates or threatens to violate any provision of this chapter. The remedies in this article are cumulative to any remedies provided in this Code or available under any applicable law and not exclusive.
- (b) Responsible persons/entities. Any person who erects, constructs, reconstructs, alters (whether actively or passively), operates, or maintains or who fails to erect, construct, reconstruct, alter, repair, operate, or maintain any structure,

facility, improvement, BMP, practice, or condition in violation of this chapter; as well as any person who participates in, assists, directs, creates, causes, or maintains a condition that results in or constitutes a violation of this chapter or fails to take appropriate action so that a violation of this chapter results or persists; or an owner, any tenant or occupant, or any other person, who has control over, or responsibility for, the use or development of the property on which the violation occurs shall be subject to the remedies, penalties, and/or enforcement actions in accordance with this section. For the purposes of this chapter, responsible persons/entities shall include but not be limited to:

- (1) Any person who participates in, assists, directs, creates, causes, or maintains a condition that constitutes a violation of this chapter or fails to take appropriate action so that a violation of this chapter results or persists.
 - (2) The owner of the land on which the violation occurs, any tenant or occupant of the property, any person who is responsible for storm water BMPs pursuant to a private agreement or public document, or any person who has control over, or responsibility for, the use, development, or redevelopment of the property.
 - (3) Any owner, person, tenant or occupant of land on which the violation occurs, and who participates in, assists, directs, creates, causes, or maintains a condition that constitutes a violation of this chapter or fails to take appropriate action so that a violation of this chapter results or persists, regardless if the owner, person, tenant or occupant possessed knowledge of provision of this chapter, permit requirement, or approved WQMP, its implementation or maintenance requirements.
- (c) Any failure to comply with an applicable requirement, prohibition, standard, or limitation imposed by this chapter or the terms or conditions of any permit or other development or redevelopment approval or authorization granted pursuant to this chapter is unlawful and shall constitute a violation of this chapter.
- (d) Each day a separate offense. Each day that a violation continues shall constitute a separate and distinct violation or offense.
- (e) Recovery of costs. If any discharger fails to comply with any provision of this chapter, meet the requirements of any permit or WQMP and additional inspections are, therefore, required, such dischargers shall be liable for the cost of additional inspection and any improvements, repairs, modifications, or maintenance necessary. These costs may be recovered through additional inspection fees to cover permit inspection and administration expenses.
- (f) In addition to any other remedies provided by this Code or available to the City under applicable law, the City may enforce violations of this chapter through the administrative, civil or criminal procedures described herein.

- (g) In any action to enforce this chapter, the burden is on the person who is the subject of such action to establish that a discharge was within the scope of a non-prohibited discharge.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-552. – Administrative Enforcement

(a) The Public Works Director in accordance with the provisions of Article XI of Chapter 2 of this Code is authorized to enforce violations of this chapter through the means set forth in Article I of Chapter 23 of this Code.

(b) NOC. Whenever the Public Works Director finds that any person threatens to violate or has already violated any prohibition, limitation, or requirement contained in this chapter, any sewer, any NPDES permit, City permit, or the basin plan, the City may serve upon such person a written notice of correction stating the nature of the violation, the penalties for continued noncompliance, 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. Issuance of an NOC may require a compliance monitoring fee that is subject to an inspection fees adopted by resolution that is subject to periodic review and revision by resolution, as part of the City's updated and modified schedule of service fees, inspection fees and processing fees. Issuance of a NOC shall not be a bar against, or a prerequisite for, taking any other action against the person. 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.

(c) NOV.

(1) When the Public Works Director finds that any person has failed to comply with a NOC or has violated or continues to violate any prohibition, limitation or requirement contained in this chapter, any NPDES permit, City permit, or the basin plan, 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 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 thirty (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) A person shall be guilty of a separate offense for every day during any portion of which any violation of any provision of this chapter is committed, continued or permitted by the person.

(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 Public Works Director:

- (A) A first notice of violation may be issued for a first violation of this chapter 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 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 within one year and shall be punishable by a fine of up to \$500.
- (D) Notwithstanding subparagraphs (A) through (C), a violation that causes or threatens to cause harm to persons or the environment may be issued a fine for the first and any following violation of \$500 per violation per day.

(d) Administrative Compliance Meeting. The Public Works Director may require a IGP discharger to attend a non-compliance meeting with City staff which is intended to assist the discharger with correcting the IGP discharger's non-compliance. If a non-compliance meeting is required, the City may charge the discharger a fee.

(e) Administrative Orders

(1) Stop work order. The Public Works Director or City Engineer may issue an order identifying the provision(s) of this chapter or applicable permit or order that has been violated and directing any or all work or activities causing or contributing to the noted violation to immediately stop. A person ordered to stop any work or activity in accordance with this section must not restart the work or activity until the City has verified that corrective actions have been implemented and authorizes work or activities to resume. A stop work order shall require the discharger to pay a one thousand dollar (\$1,000) penalty fee to the City for the issuance thereof.

(2) Administrative compliance order. The Public Works Director may issue an administrative compliance order to any discharger who fails to correct a violation of this chapter, any NPDES permit or the Basin Plan. The order shall be in writing, specify the violation(s) and require appropriate compliance measures within a specified time period. The administrative compliance order may include the following terms and requirements:

- (A) Specific steps and time schedules for compliance as reasonably necessary to eliminate an existing prohibited discharge or illegal connection or to prevent the imminent threat of a prohibited discharge;
- (B) Specific requirements for containment, cleanup, removal, storage, installation of overhead covering or proper disposal of any pollutant having the potential to contact storm water;

(C) Installation of storm water treatment devices, containment structures, wash racks and addition and removal of storm water drains;

(D) Any other terms or requirements reasonably calculated to prevent imminent threat of or continuing violations of this chapter, including, but not limited to requirements for compliance with best management practices guidance documents promulgated by any federal, state or regional agency.

The Public Works Director may adopt a proposed compliance schedule submitted by the user or may adopt a revised compliance schedule if in his judgement, the proposed compliance schedule would allow the user to cause harm to the receiving waters and/or the City's storm drainage system. An administrative compliance order shall require the discharger to pay a one thousand dollar (\$1,000) penalty fee to the City for the issuance thereof.

(3) Cease and desist order. The Public Works Director may issue a cease and desist order to direct the owner or occupant of any property and/or any other person responsible for a violation of this chapter to:

(A) Immediately discontinue any illicit connection or prohibited discharge to the MS4;

(B) Immediately contain or divert any flow of water off the property, where the flow is occurring in violation of any provision of this chapter;

(C) Immediately discontinue any other violation of this chapter;

(D) Immediately clean up all areas affected by the violation; and/or

(E) Cease and desist with any or all continued work on a project (i.e., a stop work order) until such time as appropriate BMPs are implemented, the prohibited discharge is eliminated, or other appropriate actions are taken to ensure compliance with this chapter.

No cease and desist order is to be stayed, tolled or otherwise put on hold as a result of any administrative or other legal challenge to its terms. A cease and desist order is only to be stayed, tolled or put on hold where required as a result of the administrative review process or by a court of competent jurisdiction. A cease and desist order shall require the discharger to pay a one thousand dollar (\$1,000) penalty fee to the City for the issuance thereof.

(f) Permit revocation or denial. The Public Works Director may suspend, revoke, or deny a permit, license, or other approval for a development project or deny future permits on the project in accordance with the hearing procedures set forth in Section 23-559.

(g) Invoice for costs. The Public Works Director may deliver to the owner or occupant of any property, any permittee and/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 discharges to the MS4. 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 23-20, then the enforcing attorney may institute collection proceedings.

Sec. 23-553. – Inspection Fees.

(a) Inspection Fees. Industrial users and construction dischargers shall pay the applicable annual inspection fees and if necessary, the non-compliance re-inspection fees. The inspection fees shall be adopted by resolution and may be subject to periodic review and revision by resolution, as part of the City's updated and modified schedule of service fees, inspection fees and processing fees.

(b) Business License Inspection Fees. Business license inspection fees shall be collected on an annual basis for those businesses requiring regular compliance inspections. Affected businesses shall include industrial businesses subject to the IGP and other industrial and commercial sites/sources that the City determines may contribute a significant pollutant load to the MS4. The inspection fees shall be adopted by resolution and shall be subject to periodic review and revision by resolution, as part of the City's updated and modified schedule of service fees, inspection fees and processing fees.

Sec. 23-554 – Compensation for Damages

Any person who damages monitoring equipment, has the potential to affect or affects human health or the environment; discharges pollutants into the City's storm drainage system which causes or has the potential to cause increased maintenance of the system, non-routine inspection or sampling of the system, system blockages or other damage or interference to the MS4; 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 fines and penalties. 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 to the City within thirty (30) calendar days of invoicing.

Sec. 23-555. - Public nuisance.

(a) Any violation of this chapter shall be and the same is hereby declared to be unlawful and a public nuisance and the Public Works Director or City Attorney may commence

an action or actions for the abatement thereof, in accordance with the procedures described in Chapter 18 of this Code.

(b) 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 a pollutant on or into any public property, including all publicly owned portions of the MS4.

(c) 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.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-556. - Notices.

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:

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

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-557. - Civil penalties.

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 a 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. The City may institute further legal action to collect such penalties in the

event that the violator of this chapter fails or refuses to pay said penalty within thirty (30) days from the date that it has been assessed.

(Ord. No. 1442, § 2, 3-2-04)

Sec. 23-558. - Criminal prosecution.

Any person violating any of the provisions of this chapter or failing to comply with any mandatory requirement from the City shall be guilty of a misdemeanor and shall be subject to a fine not to exceed One Thousand Dollars (\$1,000), or by imprisonment not to exceed six (6) months, or by both such fine and imprisonment. Each such person shall be guilty of a separate offence 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.

(Ord. No. 1442, § 2, 3-2-04)

Sec 23-559. – Reserved 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, 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 if the Public finds that granting the 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.



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0733

Agenda #: G.

Agenda Date: 1/13/2026

Category: Consent Calendar

FROM:

City Clerk

SUBJECT:

Adoption Ordinance No. 1981 (Second Reading), Amending Fontana Municipal Code Sections 15-820 (Permits Required) and 15-821 (Review Of Permit Application; Decision) to Comply with New State Law and Help Protect the City's Community by Effectively Regulating the Sale of Food, Goods, and Merchandise that Create a Health and Safety Danger.

RECOMMENDATION:

Conduct a second reading by title only and adopt **Ordinance No. 1981** (Second Reading), Amending Fontana Municipal Code Sections 15-820 (Permits Required) and 15-821 (Review of Permit Application; Decision) to Comply with New State Law and Help Protect the City's Community by Effectively Regulating the Sale of Food, Goods, and Merchandise that Create a Health and Safety Danger.

COUCIL GOALS:

- To comply with State law and help protect the City's community by effectively regulating the sale of food, goods, and merchandise that have a significant potential for creating a health and safety danger to the public.

DISCUSSION:

Ordinance No. 1981 was introduced by a vote of 5-0 at the December 9, 2025, Regular City Council Meeting.

FISCAL IMPACT:

There is no direct fiscal impact from this item.

MOTION:

Approve staff recommendation.

ORDINANCE NO. 1981

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, CALIFORNIA, AMENDING FONTANA MUNICIPAL CODE SECTIONS 15-820 (PERMITS REQUIRED) AND 15-821 (REVIEW OF PERMIT APPLICATION; DECISION) TO COMPLY WITH NEW STATE LAW AND HELP PROTECT THE CITY'S COMMUNITY BY EFFECTIVELY REGULATING THE SALE OF FOOD, GOODS, AND MERCHANDISE THAT CREATE A HEALTH AND SAFETY DANGER

WHEREAS, California Constitution, article XI, section 7, authorizes the City of Fontana ("City") to adopt and enforce local police, sanitary, and other ordinances and regulations that are not in conflict with the general laws.

WHEREAS, Government Code section 51038 authorizes the City to regulate sidewalk vending to help protect public health and safety.

WHEREAS, Senate Bill number 635, effective January 1, 2026, changes the law regarding regulation of sidewalk vending.

WHEREAS, the City has previously adopted Fontana Municipal Code ("FMC") chapter 15, article XVII (Sidewalk Vending) to regulate sidewalk vending within the City.

WHEREAS, the City now desires to amend FMC sections 15-820 (Permits Required) and 15-821 (Review of Permit Application; Decision) to comply with State law and help protect the City's community by effectively regulating the sale of food, goods, and merchandise that have a significant potential to create health and safety danger.

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

Section 1. The above recitals are true and correct and are incorporated herein.

Section 2. FMC section 15-820 (Permits Required) is hereby amended, and is to read in its entirety as follows:

15-820 Permits Required

- (a) All sidewalk vendors shall obtain a sidewalk vending permit from the city's business license department prior to engaging in any sidewalk vending activities. All of the following information shall be required:
 - (1) Name, current mailing address, and phone number of the vendor, any person(s) who will be in charge of any sidewalk vending and/or be responsible for the person(s) working at the sidewalk vending location, and any person(s) that will be employed as roaming sidewalk vendors.

- (2) A description of the merchandise/goods to be offered for sale or exchange.
- (3) The days and hours of operation.
- (4) A certification by the vendor that to his or her knowledge and belief, the information contained on the form is true.
- (5) A copy of the California seller's permit with the sales tax number issued by the California Department of Tax and Fee Administration to the vendor, which notes that the city is a location or sub-location, which permit shall be maintained for the duration of the vendor's permit.
- (6) If the vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal.
- (7) If preparing or selling food, a copy of the county health department health permit issued to the vendor and, if applicable, to the transport vehicle.
- (8) For stationary sidewalk vendors, a site plan map of the proposed location(s) where vending will take place, showing that the sidewalk location maintains a minimum of 36 inches of accessible route area, in compliance with the Americans with Disabilities Act, which site plan shall be approved by the planning division in consultation with the engineering department.
- (9) For stationary sidewalk vendors, a public liability policy, including products liability insurance, issued by an insurance company approved by the city with limits of \$1,000,000.00 each person, \$2,000,000.00 each occurrence for personal and \$1,000,000.00 each occurrence for property damage, or equivalent cash, certified check or cashier's check, in favor of the city, to insure the city against any and all liability of every nature whatsoever connected directly or indirectly with the applicant's activities. All insurance companies affording coverage shall be required to add the city as an additional insured under their insurance policy. A copy of the policy endorsement shall be provided to the city. A certificate of insurance, providing evidence of coverage in compliance with this article shall be supplied to the city prior to issuance of the permit.
- (10) If the sidewalk vendor will be selling food, a statement as to whether the food will be prepared on site, whether such food will require a heating element inside or on the sidewalk vending receptacle for food preparation, and the type of heating element.
- (11) An acknowledgment that the sidewalk vendor will comply with all other generally applicable local, state and federal laws.

- (12) A certification that, to the applicant's knowledge and belief, the information contained in the application is true.
 - (13) An agreement by the vendor to defend, indemnify, release, and hold harmless the city, its city council, boards, commissions, officers and employees from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever that may arise from or in any manner relate (directly or indirectly) to the permit or the vendor's sidewalk vending activities. This indemnification shall include, but not be limited to, damages awarded against the city, any costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action or proceeding whether incurred by the permittee, city and/or the parties initiating or bringing such proceeding.
 - (14) An acknowledgment by the vendor that the use of public property is at the vendor's own risk, that the city does not undertake any steps to ensure public property is safe or conducive to sidewalk vending activities, and the sidewalk vendor uses public property at his/her own risk.
 - (15) An acknowledgement by the vendor that the vendor will obtain and maintain throughout the duration of any permit issued under this chapter any insurance required by this chapter.
 - (16) Proof of payment of the applicable business license tax
 - (17) Any other relevant information required by the director permitted by State law.
- (b) At the time the application or renewal application is filed, the applicant shall pay a nonrefundable permit processing fee, which fee may be established and amended from time to time by resolution or motion of the city council.

Section 3. FMC section 15-821 (Review of Permit Application; Decision) is hereby amended, and is to read in its entirety as follows:

15-821 Review of Permit Application; Decision

- (a) Upon receipt of a properly completed and filed sidewalk vendor permit application and payment of the applicable permit processing fee, the director shall conduct a preliminary investigation to determine compliance with this article and shall make such determination within no more than 30 days following such receipt to approve or deny the application. The director

shall provide the applicant with written notice of his or her decision to the address indicated in the application.

- (b) The director may deny an application for a permit if he or she makes any of the following findings:
 - (1) The applicant has failed to pay the application permit fee.
 - (2) The applicant has made one or more material misstatements in the application for a permit.
 - (3) The applicant's vending operation, as described in the application, is inconsistent with the standards, conditions, and requirements of this article.
 - (4) It is determined that the applicant does not possess all federal, state, and local permits and licenses necessary to engage in the activity in which he or she seeks to engage.
- (c) If the application is denied, the reasons for disapproval shall be noted on the application, and the applicant shall be notified that his or her application is denied and that no permit will be issued. Notice shall be mailed to the applicant at the address shown on the application form.
- (d) If the director approves the applicant's permit, he or she shall endorse his or her approval on the application and shall, upon payment of the prescribed fee, deliver the permit to the applicant.
- (e) *Exemptions.* A sidewalk vending permit shall not be required for the following activities:
 - (1) The sale of agriculture products on the site where the product is grown.
 - (2) Catering for private parties held exclusively on private property and not open to the general public.
 - (3) Events permitted pursuant to a lawfully issued temporary event permit including but not limited to a certified farmers' market, swap meet, street fairs, outdoor concerts, sport league opening day, and business sidewalk sales.
- (f) *Term of permit.* A sidewalk vending permit issued pursuant to this chapter shall automatically expire one year from the date issued, unless an earlier expiration

date is noted on the permit. Renewal applications must be submitted 30 days prior to expiration of the permit.

- (g) *Transferability.* A sidewalk vending permit shall not be transferable to any other entity or person and is valid only as to the original applicant for the term stated.

Section 4. Compliance with California Environmental Quality Act. The Fontana City Council ("City Council") finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to California Code of Regulations, title 14, chapter 3 ("CEQA Guidelines"), sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly. Further, if the activity is deemed a project, the City Council finds that this Ordinance is exempt pursuant to CEQA Guidelines section 15061(b)(3).

Section 5. Severability. If any section or provision of this Ordinance is for any reason held to be invalid, unconstitutional, illegal, or unenforceable by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, then such section or provision shall be severed and shall be inoperative, and the remainder of this Ordinance shall remain in full force and effect.

Section 6. The Mayor shall sign and the City Clerk shall certify passage and adoption of this Ordinance, and the City Clerk shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect 30 days after its final passage.

APPROVED AND ADOPTED this 13th day of January 2026.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance adopted by the City Council and was introduced at a regular meeting on the 9th day of December 2025, and was finally passed and adopted not less than five days thereafter on the 13th day of January 2026, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ordinance No. 1981

City Clerk of the City of Fontana

Mayor of the City of Fontana

ATTEST:

City Clerk



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0676

Agenda #: H.

Agenda Date: 1/13/2026

Category: Consent Calendar

FROM:

Public Works

SUBJECT:

Final Acceptance of McDermott Soccer Field Fencing & Installation Project (PW-24-139-CC)

RECOMMENDATION:

Accept as complete the work performed by DASH Construction Company, Inc. for the McDermott Soccer Field Fencing & Installation Project (PW-24-139-CC).

COUNCIL GOALS:

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

DISCUSSION:

On April 9, 2024, the City Council awarded a construction contract to DASH Construction Company, Inc. for the McDermott Soccer Field Iron Fencing Removal and Installation Project (PW-24-139-CC) in the amount of \$172,400.00 and authorized a 10% contingency amount of \$17,240.00 for a total contract authorization of \$189,640.00.

There was one contract change order on this project. The contract retainage amount of \$8,620.00 was forfeited by the contractor due to excessive project completion delays due to their poor workmanship. DASH Construction Company, Inc. completed the project on November 6, 2025. All work has been completed to the satisfaction of the City for a final contract amount of \$163,780.00.

The filing of the Notice of Completion with the County Recorder's Office will be completed upon the approval of this item.

FISCAL IMPACT:

There is no fiscal impact associated with the approval of this item. The final cost for this project was \$163,780.00 and the funding was included in the FY 2023-2024 Operating Budget in Org# 39637202.8130

MOTION:

Approve Staff Recommendation



CONTRACT CHANGE ORDER FORM

CONTRACT INFORMATION

Date: 11/24/2025

Bid/Contract Number: **PW-24-139-CC**

Change Order Number: **01**

Project Description:

McDermott Soccer Field Iron Fencing Removal and Installation Project

Contractor: **DASH Construction Company, Inc.**

PO/Contract Number: **22401243**

Original Contract Price: **\$172,400.00**

Original Time Completion in Working Days: **45**

CHANGE INFORMATION

Prior Contract Price

\$172,400.00

Change Order Amount

(\$8,620.00)

New Contract Price

\$163,780.00

Prior Time of Completion Days

45

Adjusted/Extension Time in Days

0

New Completion Time in Days

45

ENGINEERING USE ONLY:

Estimate Of Cost

This Change Order

Totals To Date

Contract Unit Prices

Extra Work

Agreed Prices

Eliminated Items

Total

% Change

	This Change Order	Totals To Date
Estimate Of Cost		
Contract Unit Prices		
Extra Work		
Agreed Prices		
Eliminated Items		
Total		
% Change		



CONTRACT CHANGE ORDER FORM

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

☒ Change Initiated By Agency

☐ Changes Requested By Contractor

REASON(S) FOR THE CHANGE ORDER

Detailed Justification (Required):

The contract retainage amount of \$8,620.00 is being forfeited by the contractor due to excessive project completion delays due to their poor workmanship.

Execution of this change order by the Contractor constitutes a binding accord and satisfaction that fully satisfies, waives, and releases the Owner from all claims, demands, costs, and liabilities, in Contract, law or equity, arising out of or related to the subject of the change order, whether known or unknown,



CONTRACT CHANGE ORDER FORM

including but not limited to direct and indirect costs and/or damages for delay, disruption, acceleration, loss of productivity, and stacking of trades, as well as any and all consequential damages.

Signature Page

Contractor: DLSH Construction Company, Inc. Date: 11/25/2025

CITY OF FONTANA:

Project Manager: Dan West Date: 11/24/2025

Public Works Manager: Dan West Date: 11/25/2025

Department Head: Gia Kim Date: 11/26/2025

Deputy City Manager: _____ Date: _____

(Required if over \$25,000)

City Manager: _____ Date: _____

(Required Over \$50,000)

Review of Analysis:

Purchasing Office: Sid Lambert Date: 11/26/2025

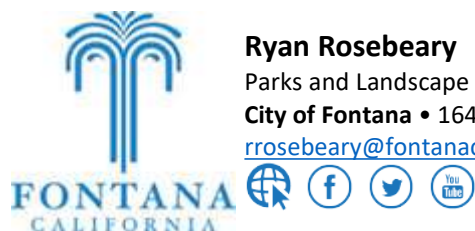
Finance Department: Jessica Brown Date: 12/02/2025



Dan West

From: Ryan Rosebeary
Sent: Monday, August 25, 2025 4:15 PM
To: dashconstructioninc@gmail.com
Cc: Sid Lambert; Dan West
Subject: McDermott Fencing

Thank you for meeting with us today. We appreciate your efforts to correct the work that was previously done incorrectly. With your new partnership with United Iron Works, we would like to move forward with them performing the necessary repairs. Before any work begins, we would like to schedule an on-site meeting with the staff who will be performing the repairs to review our expectations. Following that, we would also like to receive a timeline for the completion of the work. We are available on September 2nd at 8:00 a.m. to meet at McDermott Soccer for the initial walkthrough if that works for you. Also, it is clear that this project went well past the expected finish date; therefore, the City shall retain the final retainage of \$8,620. Thank you for your time and we look forward to hearing from you.



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Certificate Of Completion

Envelope Id: 8B5BA200-34FE-4898-B415-F18B49B630AC
 Subject: Contract Change Order for Approval from Dan West
 Source Envelope:
 Document Pages: 4
 Certificate Pages: 6
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
 Envelope Originator:
 Purchasing Office
 8353 Sierra Avenue
 Fontana, CA 92335
 purchasing@fontana.org
 IP Address: 192.146.186.122

Record Tracking

Status: Original
 11/24/2025 | 02:35 PM
 Holder: Purchasing Office
 purchasing@fontana.org
 Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Dan West dwest@fontanaca.gov Security Level: DocuSign.email ID: 1 11/24/2025 02:35 PM Electronic Record and Signature Disclosure: Accepted: 10/9/2024 03:28 PM ID: 30ce6951-d964-4d85-bc8a-4fa2a9cda523	Completed Using IP Address: 192.146.186.122	Sent: 11/24/2025 02:35 PM Viewed: 11/24/2025 02:35 PM Signed: 11/24/2025 02:42 PM
Ticha Loera tloera@fontana.org Pumpman LLC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/24/2025 02:59 PM ID: 8b63550b-ae5e-494a-9443-3a96e168ae80	Completed Using IP Address: 192.146.186.96	Sent: 11/24/2025 02:42 PM Viewed: 11/24/2025 02:59 PM Signed: 11/24/2025 03:01 PM
Dan West dwest@fontanaca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/24/2025 03:13 PM ID: eb48e83d-6cc5-4253-84b0-ca8f68789c32	 Signature Adoption: Pre-selected Style Using IP Address: 192.146.186.122	Sent: 11/24/2025 03:12 PM Viewed: 11/24/2025 03:13 PM Signed: 11/24/2025 03:13 PM
DASH Construction Company, Inc. dashconstructioninc@gmail.com President DASH CONSTRUCTIPN COMPANY INC. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/24/2025 03:57 PM ID: 8ae22bf1-0234-4a27-8ec6-fd4478148df8	 Signature Adoption: Pre-selected Style Using IP Address: 2603:8000:2600:1233:d93:d952:94ac:bf48	Sent: 11/24/2025 03:13 PM Viewed: 11/24/2025 03:57 PM Signed: 11/25/2025 01:59 PM

Signer Events	Signature	Timestamp
<p>Dan West dwest@fontanaca.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/25/2025 08:26 PM ID: c2c35922-a38f-4096-b440-6d3af191c811</p>	<p><i>Dan West</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 2600:387:15:3f10::1 Signed using mobile</p>	<p>Sent: 11/25/2025 01:59 PM Viewed: 11/25/2025 08:26 PM Signed: 11/25/2025 08:27 PM</p>
<p>Gia Kim gkim@fontanaca.gov Public Works Director/City Engineer City of Fontana Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/26/2025 09:20 AM ID: 080d6119-4cac-4f4a-b0e5-b97866382138</p>	<p><i>Gia Kim</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 192.146.186.123</p>	<p>Sent: 11/25/2025 08:27 PM Viewed: 11/26/2025 09:20 AM Signed: 11/26/2025 09:21 AM</p>
<p>Sid Lambert slambert@fontanaca.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Sid Lambert</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 192.146.186.96</p>	<p>Sent: 11/26/2025 09:21 AM Viewed: 11/26/2025 10:20 AM Signed: 11/26/2025 10:20 AM</p>
<p>Jessica Brown jbrown@fontanaca.gov Chief Financial Officer Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/2/2025 07:55 AM ID: 1c5a11a0-2913-488e-9ee5-ad115994cc6a</p>	<p><i>Jessica Brown</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 2600:1012:b37f:fc1:1113:cb2:1443:c6c8 Signed using mobile</p>	<p>Sent: 11/26/2025 10:20 AM Viewed: 12/2/2025 07:55 AM Signed: 12/2/2025 07:56 AM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
<p>Purchasing slambert@fontana.org Purchasing Office Paragon Partners Consultants, Inc. Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div>VIEWED</div> <p>Using IP Address: 192.146.186.96</p>	<p>Sent: 11/24/2025 03:01 PM Viewed: 11/24/2025 03:12 PM</p>

Carbon Copy Events	Status	Timestamp
Kathy Kasinger kkasinger@fontanaca.gov Records Coordinator Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/1/2025 01:11 PM ID: d241f8ee-2a74-470c-9845-a9af8b91fcac	COPIED	Sent: 12/2/2025 07:56 AM
Laurie Miller lmiller@fontanaca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/3/2025 04:34 PM ID: 4b1f8c38-592c-4aa8-b4b1-0ed5964022ac	COPIED	Sent: 12/2/2025 07:56 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/24/2025 02:35 PM
Certified Delivered	Security Checked	12/2/2025 07:55 AM
Signing Complete	Security Checked	12/2/2025 07:56 AM
Completed	Security Checked	12/2/2025 07:56 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Fontana (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Fontana:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: ctejeda@fontana.org

To advise City of Fontana of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at ctejeda@fontana.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Fontana

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to ctejeda@fontana.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Fontana

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to ctejeda@fontana.org and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Fontana as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Fontana during the course of my relationship with you.



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0688

Agenda #: I.

Agenda Date: 1/13/2026

Category: Consent Calendar

FROM:

Development Services

SUBJECT:

Acceptance of Fontana's Downtown Economic Development Grant

RECOMMENDATION:

1. Authorize the City Manager or his designee to enter into a contract with the San Bernardino County Board of Supervisors to accept a contribution in the amount of \$150,000 for the Downtown Economic Development and promotional events.
2. Authorize the City Manager, or City Manager's designee, to execute and transmit any documents necessary or desirable to ensure the City's timely submittal and execution of the Board of Supervisors discretionary funding allocation.

COUNCIL GOALS:

- Promote economic development by pursuing business attraction, retention, and expansion.
- Promote economic development by being business friendly at all levels and striving to constantly improve the city's competitiveness.
- Practice sound fiscal management by pursuing grant opportunities.
- Concentrate on Inter-governmental relations by pursuing financial participation from county, state, and federal governments.

DISCUSSION:

The San Bernardino County Board of Supervisors is contributing to the City's effort of the downtown economic development plan, focusing primarily on cultural events and local artist cultivation at Stage Red as well as providing Second District Residents the opportunity to attend and participate in low-cost family-friendly and community centered events. Funds may be used towards:

- Economic development for small business located in and around the downtown area, including promotional events and incentive programs.
- Expanding access for low-income families to attend educational, culturally relevant, or other general programming or services in the downtown area.
- Promotional events at Stage Red that feature local artists and ongoing support for cultural arts promotion for Stage Red led by Issiah Avila.

The upcoming events would promote cultural events, small businesses, and have the dual benefit of promoting the redevelopment occurring in Downtown Fontana.

FISCAL IMPACT:

The fiscal impact associated with the approval of this item will result in increased revenues for Stage Red in the amount of \$150,000 in ORG# 72030100. All necessary budget adjustments will be included in the next quarterly budget report.

MOTION:

Approve staff recommendation.



Contract Number

SAP Number

Board of Supervisors

Department Contract Representative	Penelope Chang
Telephone Number	909-387-4886
Contractor	City of Fontana
Contractor Representative	Phillip Burum
	Deputy City Manager
Telephone Number	909-350-6727
Contract Term	01/13/2026 – 01/12/2028
Original Contract Amount	Not-to-Exceed \$150,000
Amendment Amount	
Total Contract Amount	Not-to-Exceed \$150,000
Cost Center	1022001000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, it is the policy of the Board of Supervisors (Board) to work with community partners through services provided by San Bernardino County (County) and contractual agreements to identify programs, projects, and initiatives, that support the mission of the County, and to provide services to citizens that promote health, safety, economic well-being, education, recreation, and other public services that enhance quality of life, and meet the needs of the County's citizens;

WHEREAS, under Government Code sections 26224 and 26227 the Board may contract with certain entities to provide certain services to County residents;

WHEREAS, the County desires to provide funding to the City of Fontana (Contractor) to support the Downtown Economic Development Plan focusing on cultural programming, artist development, small business activation, and expanded community outreach (Services);

WHEREAS, the County would like Contractor to provide these Services;

WHEREAS, the County finds Contractor qualified to provide the Services;

WHEREAS, providing funding to Contractor for the Services serves the public purpose of providing for the cultural, educational and social service needs of the Second District's residents by hosting free or low-cost family-friendly and community-centered cultural events to expand access for low-income families in underserved neighborhoods, supporting cultural and educational events led by Grammy award-winning producer Iz Avila, promoting local artists, and generating economic activities for local small businesses;

WHEREAS, the County residents of Fontana and the surrounding communities of the Second District will be served by the Services; and

WHEREAS, the County desires that such Services be provided by Contractor and Contractor agrees to perform these services as set forth below.

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. PURPOSE OF CONTRACT

This Contract is made for the purpose of providing funding to support Contractor for the Services.

B. CONTRACTOR RESPONSIBILITIES AND SCOPE OF SERVICES

B.1 Funding arising out of this Contract will be used to support Contractor with costs related to providing free or low-cost, family-friendly and community-centered cultural events that expand access for low-income families in underserved neighborhoods. It will also support cultural and educational programming led by Grammy award-winning producer Iz Avila, as well as the promotion and support of local artists and small businesses.

B.2 Contractor shall allow the County, its officers, agents and employees the privilege and right to on-site inspection of the Services for the duration of this Contract. Contractor will ensure that its employees or agents furnish any information that in the judgment of the County, may be relevant to a question of compliance with contractual conditions, or the effectiveness, legality, and achievements of the program.

B.3 Contractor shall provide the County all documentation regarding the scope of Services covered by this Contract that the County requests from Contractor within 10 days of County's request unless a different time is agreed to by the County.

B.4 Contractor shall provide the County with documentation supporting completion of the project within 60 days of project completion.

B.5 Contractor acknowledges and agrees that it will make a matching contribution of at least 25% of the cost of the Services that Contractor will provide under this Contract, which is estimated at \$200,000. Contractor's matching contribution will be a minimum of \$50,000.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part. Any attempt by Contractor to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contractor personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The Second District Supervisor or his/her designee shall represent the County in all matters pertaining to the Services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. Except as provided under Section D of this Contract or as otherwise delegated by the Board of Supervisors, if this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C.14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

C.15.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

C.15.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

C.15.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the

County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for Services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 RESERVED.

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for

the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

C.36.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

C.36.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

C.36.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C.37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County and the Contractor each reserve the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the Services described herein. Upon such termination, payment will be made to the Contractor for Services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue Services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

County may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in County funding for the Contract activity or if for any reason the timely completion of the Services described in Section A or B under this Contract is rendered improbable, infeasible or impossible.

Upon Contract termination, Contractor shall immediately transfer to County all County Funds on hand at the time of expiration and any accounts receivable attributable to the use of County Funds.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto

agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of Services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision “key employees” includes any individuals providing direct service to the County. “Key employees” do not include clerical personnel providing service at the firm’s offices or locations.

C.44 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication. To the extent this Contract is federally funded, Contractor shall provide any information necessary to the County in order to comply with Federal Acquisition Regulation 52.227-15. To the extent applicable, the provisions of Federal Acquisition Regulation 52.227-14 Rights in Data - General shall apply.

C.45 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.46 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).

In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

C.47 Use of Biobased Products

Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

C.48 Prohibition on Use of Certain Telecommunications and Video Surveillance Services or Equipment

In performing under this Contract, Contractor shall not utilize that certain telecommunication and video surveillance services or equipment specified in Federal Acquisition Regulation 52.204-25.

C.49 Service Contract Labor Standards

To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

D. TERM OF CONTRACT

The Contract is effective as of January 13, 2026 and expires January 12, 2028 but may be terminated earlier in accordance with provisions of this Contract.

The County Chief Executive Officer, at the direction of the Second District Supervisor, may extend the term of the Contract, in writing, to allow Contractor to complete all requirements in the Contract under the following conditions:

- a. In aggregate all extensions do not exceed twelve (12) calendar months;
- b. Are specifically requested by Contractor;
- c. Will not change the project goals or scope of Services;
- d. Are in the best interests of County and Contractor in performing the scope of Services under this Contract; and
- e. Do not alter the amount of compensation under this Contract.

E. RESERVED.

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed \$150,000 and is subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's Services and expenses incurred in the performance hereof, including travel and per diem.

F.2 Any costs in excess of the amount available in this section shall be the sole responsibility of Contractor. This condition however, does not preclude County from providing additional funding at its sole discretion. For the purpose of this Contract, County shall disburse compensation and monitor the Contractor's performance in satisfying the scope of work obligations under the terms of this Contract.

Disbursement of funds to Contractor shall be made in one lump sum. Upon review/approval by County, County shall make payment to Contractor within thirty (30) working days after receipt of Contractor's invoice or the resolution of any billing dispute. Contractor shall email County the Contractor's invoice requesting one lump sum payment. The invoice(s) shall reflect the Entity Payable To Name and Address, Invoice Date, Invoice Number, Project Name, Contract Number, County-Issued Purchase Order (if applicable), the text "Final Invoice", amount due, in a format acceptable to the County for Services performed under this Contract. Contractor shall email invoice to County Administrative Office-Finance and Administration (County Finance) and shall include in the Subject Line: BOS – ENTITY NAME – PROJECT NAME – CONTRACT NUMBER – PO # [PURCHASE ORDER NUMBER]" (i.e. BOS-SAN BERNARDINO COUNTY-EDUCATION PROGRAM — 26-NNN – PO 4100NNNNNN).

Contractor shall submit a final expenditure report documented with "audit ready" supportive evidence of each expenditure and proof of payment until all funds have been justified 60 days after project completion. Documentation shall be submitted electronically, and Contractor shall supply hard copies upon request by County. Supportive evidence shall include, but is not limited to, copy of County's approval email to Contractor, quotes, copy(ies) of purchase order, packing slips, **a copy** of the invoice submitted by Contractor requesting one lump sum payment from County, invoices paid by the Contractor for this project, proof of payment, etc., to County Finance. Email to County Finance shall include in the Subject Line: BOS – ENTITY NAME – PROJECT NAME – CONTRACT NUMBER – PO # [PURCHASE ORDER NUMBER]"-SUPPORTIVE DOCUMENTS.

F.3 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

- F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the Services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.5** Costs for Services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for Services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation Services, including but not limited to, the Ontario International Airport.
- F.8** Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract.
- F.9** If the Contractor does not use the County funds provided under this Contract to pay appropriate costs associated with the scope of Services by the termination date of this Contract, the Contractor shall return the County funds, or any unused portion thereof, to the County in accordance with any directions issued by County staff, within 60 days of written demand for the return of the County funds.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of Services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of Services hereunder until the completion of such Services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- G.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing Services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).
 - d. Explosion, collapse and underground hazards.
 - e. Personal injury.
 - f. Contractual liability.
 - g. \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract Services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of Services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 All records pertaining to Services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item “b” of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
CAO – Finance and Administration
385 N. Arrowhead Ave., Fourth Floor
San Bernardino, CA 92415
Attn: BOS Finance Analyst

City of Fontana
8353 Sierra Ave.
Fontana, CA 92335
Attn: Phillip Burum, Deputy City Manager

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated

by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. CONTRACT EXECUTION

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

By _____
Deputy

CITY OF FONTANA

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Matthew C. Ballantyne

(Print or type name of person signing contract)

Title City Manager

(Print or Type)

Dated: _____

Address 8353 Sierra Ave.

Fontana, CA 92335

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Julie Surber, Principal Assistant County
Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Date _____



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0697

Agenda #: J.

Agenda Date: 1/13/2026

Category: Consent Calendar

FROM:

Public Works

SUBJECT:

Final Acceptance of Stage Red Theater Outdoor Deck Construction Project (PW-25-125-SB)

RECOMMENDATION:

Accept as complete the work performed by Oppenheimer National for the Stage Red Theater Outdoor Deck Construction Project (PW-25-125-SB).

COUNCIL GOALS:

- Invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by creating and promoting community through people, parks, and programs.

DISCUSSION:

On May 5, 2025, the City Council awarded a construction contract to Oppenheimer National for the Stage Red Theater Outdoor Deck Construction Project (PW-25-125-SB) in the amount of \$244,400.00 and authorized a 10% contingency of \$24,440.00 for a total contract authorization of \$268,840.00.

There were five (5) contract change orders on this project. Change order #1 was for the placement of temporary steps by the fire marshal for fire exit egress after the original steps were removed during the demolition portion of the work. Change order #2 was for design revisions and additional work on the west ADA access ramp needed for regulatory compliance. Change order #3 was for the addition of a drain line adjacent to the west ADA access ramp. Change order #4 was for the additional placement and re-placement of the temporary fire exit steps during the project. Change order #5 was for the addition of an extension to the existing roof drain line outlet to alleviate the buildup of water between the building and the new deck. The combined total of these change orders was \$26,139.98 which exceeded the 10% contingency in the amount of \$1,699.98. Available funding in Org# 37300002-601-A-8329 was used to cover this extra expense.

Oppenheimer National finished the project on December 5th, 2025, and all work has been accepted as complete by the City for a final contract amount of \$270,539.98.

The final retention payment will be released thirty-five (35) days after the filing of the Notice of

Completion with the County Recorder's Office.

FISCAL IMPACT:

There is no fiscal impact associated with the approval of this item. Funding in the amount of \$268,840.00 was included in the FY 2024-2025 budget in the amounts of \$134,500.00 in ORG# 37300002-601-A-8329 and \$134,340.00 in ORG# 37600035-601-A-8329. Additional funding in the amount of \$1,699.98 was appropriated from available fund balance in ORG# 37300002-601-A-8329 to cover the final contract amount of \$270,539.98.

MOTION:

Approve Staff Recommendation



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0708

Agenda #: K.

Agenda Date: 1/13/2026

Category: Consent Calendar

FROM:

Development Services

SUBJECT:

Approve Amendment No. 1 to a Professional Services Agreement for the Design Services of 8470 Nuevo Avenue Renovation Project (DE-25-179-SP)

RECOMMENDATION:

1. Approve and authorize the City Manager to execute Amendment No. 1 to a Professional Services Agreement with Steiner Studio of 8470 Nuevo Avenue Renovation Project in the amount of \$74,500.00 for a total contract amount of \$292,800.00.
2. Approve and Authorize the City Manager, or City Manager's designee, to execute any future amendments and documents necessary for the Design and Engineering Services of 8470 Nuevo Avenue Renovation Project.

COUNCIL GOALS:

- Promote economic development by concentrating on job creation.
- Promote economic development by pursuing business attraction, retention, and expansion.
- Practice sound fiscal management by living within our means while investing in the future.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.

DISCUSSION:

The 8470 Nuevo Avenue Renovation Project will include the renovation of the existing building, formerly operating as a worship hall, into a full-service Restaurant/Bakery space. Proposed improvements to the building include new infrastructure for the electrical, plumbing, and HVAC systems. The purpose of this Project is to renovate the existing building for a future Restaurant/Bakery tenant to utilize the space with their own appliances and final furnishings.

On September 9, 2025 City Council approved the Professional Services Agreement Steiner Studio in the amount of \$218,300.00 for the Design Services of 8470 Nuevo Avenue Renovation Project (DE-25-179-SP). The original scope of work only included the roof renovation plans, MEP plans, drywall and framing, construction documents, and construction support of the Restaurant and Bakery consisting of approximately 8,128 sf of space.

The proposed amendment No. 1 will add the architectural, kitchen, MEP, and structural scope to include the 3000sf of the adjacent space. The agreed amount of amendment No. 1 is \$74,500.00 increasing the total Professional Services Agreement and all subsequent amendments to date for a

total of \$292,800.00.

FISCAL IMPACT:

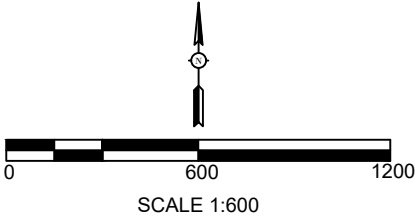
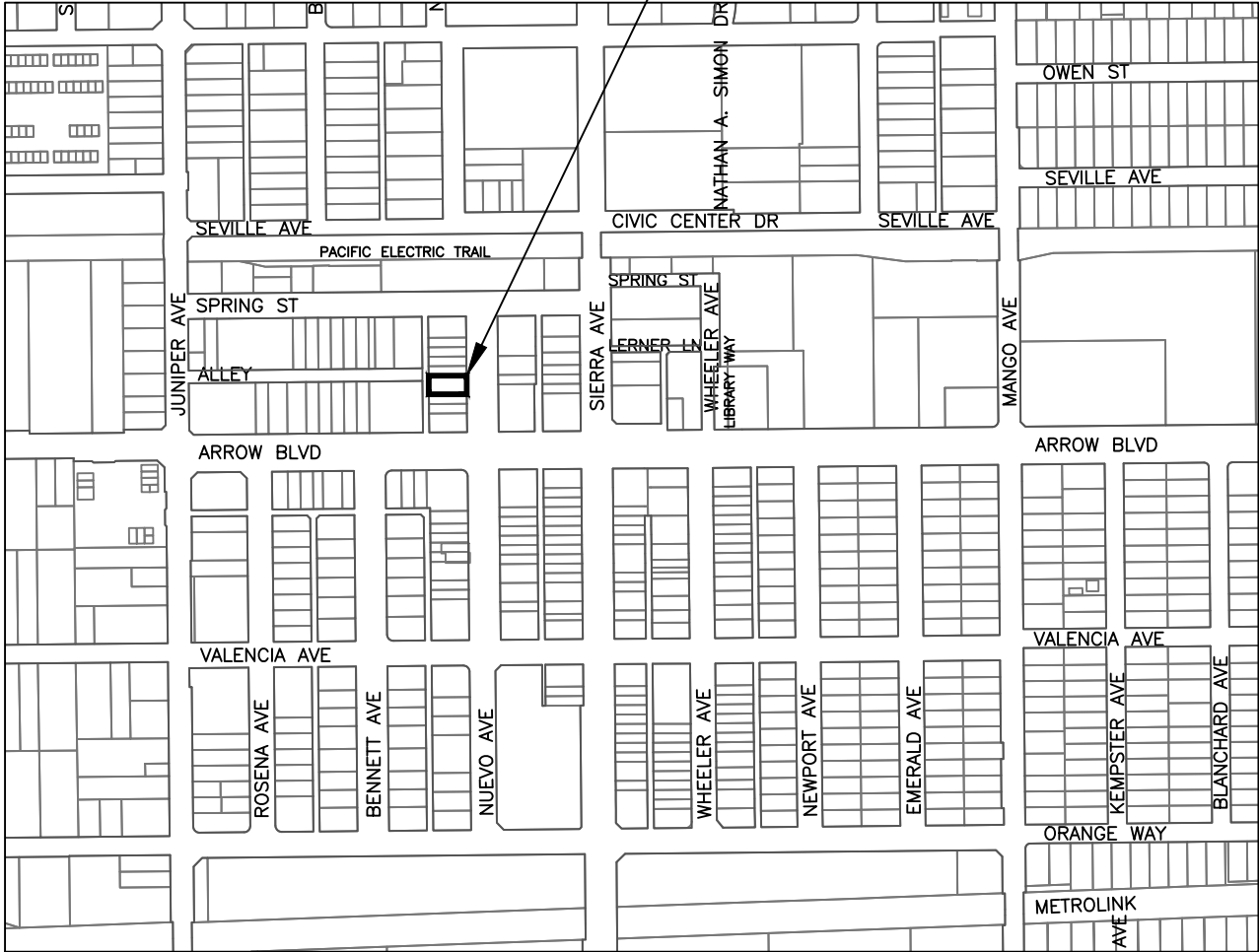
The fiscal impact associated with the approval of this item is \$74,500 and all necessary budget adjustments will be included in the next quarterly FY 2025-2026 budget report in project string 37600081-601-A-8329, Fund 601 - Capital Reinvestment.

MOTION:

Approve staff recommendation.

8470 NUEVO AVENUE RENOVATION PROJECT

PROJECT LOCATION



AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
DE-25-179-SP
BETWEEN
THE CITY OF FONTANA
AND
STEINER STUDIOS

1. Parties and Date.

This Amendment No. 1 to the Professional Services Agreement DE-25-179-SP is made and entered into as of this 13th day of January, 2026, by and between the City of Fontana (“City”) and Steiner Studios, a corporation with its principal place of business at 17800 Mitchell North, Irvine, California 92614 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

2.1 Consultant. The City and Consultant have entered into an agreement entitled “Professional Services Agreement DE-25-179-SP” dated September 15, 2025 (“Agreement”) for the purpose of retaining the services of Consultant to provide Architecture and Interior Design Services for the 8470 Nuevo Avenue Renovation Project.

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to add the scope of services, and the not-to-exceed compensation amount.

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

3. Terms.

3.1 Amendment. Section 1 of the Agreement is hereby added to the scope of services attached hereto as Exhibit “A.”

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$292,800.00**. 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.

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

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

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

[Signatures on Next Page]

**SIGNATURE PAGE FOR AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT DE-25-179-SP**

CITY OF FONTANA

STEINER STUDIOS

By: _____
Matthew C. Ballantyne
City Manager

By: _____
Amy Steiner
Principal

Attest:

By: _____
Germaine McClellan Key
City Clerk

By: _____
Phillip Burum
Deputy City Manager

Approved as to form:

Best Best & Krieger LLP
City Attorney

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Jessica Brown
Chief Financial Officer

Sid Lambert
Purchasing Manager

EXHIBIT "A"



Date: December 8, 2025

Client:

City of Fontana

Phillip Burum

Deputy City Manager • Development Services

pburum@fontanaca.gov • Office: (909) 350-6727

Re: Addendum # 1

Additional Services proposal corresponding to the Professional Design Services for the future Restaurant/Bakery Tenant at 8470 Nuevo Avenue, Fontana, CA 92335

CONTRACT NUMBER DE-25-179-SP

A. ADDITIONAL DESIGN SERVICES

The following service was not part of the original scope of this project, but will be completed for the project.

Additional scope to include Tenant plans at the adjacent space which is 3000sf for a Rotisserie Chicken concept by the same tenant.

B. COMPENSATION

The design services fee will be as follows:

Architectural	\$ 22,000.00
Trimark KEC	\$ 9,300.00
Electrical/Mech/Plumbing	\$ 31,000.00
<u>Structural</u>	<u>\$ 12,200.00</u>
Total	\$ 74,500.00

Steiner Studio

City of Fontana, CLIENT

A handwritten signature in blue ink that reads "Amy Steiner Bagley".

Amy Steiner Bagley
Principal Architect

By:
Title:
Date:



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0716

Agenda #: L.

Agenda Date: 1/13/2026

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Approve Right of Entry to Construct and Maintenance Agreement with the Property Owner at 7893 Sierra Avenue, Fontana CA 92335

RECOMMENDATION:

Approve and authorize the City Manager to execute the Right of Entry to Construct and Maintenance Agreement with the property owner at 7893 Sierra Avenue, Fontana CA 92335.

COUNCIL GOALS:

- To improve public safety by minimizing impacts from disasters through emergency and disaster preparedness.
- 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 utilizing Measure-I Funds wisely.

DISCUSSION:

On June 18, 2024, the City of Fontana Public Works & Engineering Department completed the Sierra Avenue Widening Project between Foothill Boulevard and Baseline Avenue. Following project completion and during the first rainy season, the City received reports of localized flooding at the properties located at 7891 Sierra Avenue and 7901 Sierra Avenue. The property owners indicated that the flooding was primarily caused by the street widening improvements and requested offsite drainage enhancements.

While it has not been conclusively determined that the flooding was directly caused by the street improvements, staff identified an opportunity to implement both onsite and offsite improvements to help reduce potential flooding impacts during future heavy storm events. The proposed improvements include construction of an onsite drainage channel with a steel grate and a high curb along the property line within the 7891 Sierra Avenue property. The project also includes construction of curb behind the sidewalk at the frontage of the 7901 Sierra Avenue property, as well as reconstruction of the under-sidewalk drain.

The proposed drainage channel located within the 7891 Sierra Avenue property will require ongoing maintenance by the property owner upon completion. The City will continue to maintain all drainage facilities located within the public right-of-way. The agreement defines the maintenance responsibilities for each party.

In addition to establishing maintenance responsibilities, the agreement also grants the City and its contractor the right of entry onto the property to construct the proposed improvements. Construction is anticipated to begin in late January 2026.

FISCAL IMPACT:

There is no additional fiscal impact associated with the approval of this item. Maintenance responsibility of the drainage facilities within the private property belongs to the owner of the property. Appropriate funding for the maintenance work of the facilities within the public right-of-way is included in the FY 2025-26 Budget under the Public Works & Engineering Department, Utilities and Streets Division.

MOTION:

Approve staff recommendation.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

(Space above for Recorder's Use)

GRANT OF RIGHT OF ENTRY TO CONSTRUCT AND MAINTENANCE AGREEMENT

Between

**Andy Than, Property Owner
7893 Sierra Avenue, Fontana, CA 92335**

And

**City of Fontana
A municipal corporation**

GRANT OF RIGHT OF ENTRY TO CONSTRUCT AND MAINTENANCE AGREEMENT

This GRANT OF RIGHT OF ENTRY TO CONSTRUCT AND MAINTENANCE AGREEMENT ("Agreement") is entered into on this _____ day of _____ by and between Andy Than ("Grantor") and the City of Fontana, a California municipal corporation ("Grantee").

Recitals

WHEREAS, Grantor, is the owner of certain real property located at 7893 Sierra Avenue in the City of Fontana, County of San Bernardino, State of California, as more particularly described in Exhibit A, attached hereto and incorporated herein, (hereinafter "Grantor Property"); and

WHEREAS, Grantee will construct drainage improvements along the fence line on the southern property line; and

WHEREAS, Grantee, desires to obtain a right of entry in, under, over, across, and through a portion of a Grantor's Property for the purpose of constructing under sidewalk drainage within the Easement Area for the Drainage Project; and

WHEREAS, Grantor is willing to grant to Grantee a right of entry to construct in, under, over, across, and through the Grantor's property for the purposes of constructing under sidewalk drainage ; and

WHEREAS, the parties acknowledge that the drainage equipment and under sidewalk drainage must be properly maintained; and

WHEREAS, the parties desire to set forth their respective responsibilities for maintenance of the drainage equipment and drainage channels, which shall be allocated between the parties as provided in this Agreement.

Agreement

For valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions set forth herein:

1. Grant Right of Entry to Construct

Grantor hereby grants to Grantee a Right of Entry to accommodate construction activities to be performed by or on behalf of Grantee within the property in connection with the Drainage Project, including but not limited to constructing drainage improvements as shown on City-approved plans attached hereto as Exhibit A and incorporated herein (hereinafter "Improvements").

2. Notice of Entry. Grantee shall provide Grantor with advance notice before occupying any part of the area of the Temporary Construction Easement.

3. Restoration

Grantee shall, at its sole cost and expense, promptly repair and restore any damage to the construction area or other portions of the Grantor Property that occurs as a direct result of the work performed

under this agreement. Such repair and restoration shall be to a condition equal to or as near as equal as reasonably possible to the condition existing immediately prior to the damage.

4. Maintenance.

a) Grantor

Upon completion of the Improvements on the Grantor's Property, the Grantor shall be solely responsible, at its cost and expense, for the maintenance, repair, and replacement of the Improvements located on the Grantor's Property and shall maintain all such Improvements in good order and repair, including debris clean-up. The Grantor shall also be responsible, at its sole expense, for the maintenance and repair of the traffic mirror located at the southern driveway.

b) Grantee

The Grantee shall be responsible, at its cost and expense, for the maintenance, repair, and replacement of any Improvements located within the public right-of-way and shall maintain all such Improvements in good order and repair..

5. Waiver, Release and Indemnification

The Grantor, on behalf of itself and its successors and assigns, hereby releases, acquits, and forever discharges the Grantee, its officers, agents, employees, and contractors (collectively, the "Grantee Parties") from any and all liabilities, claims, demands, damages, losses, or expenses, whether known or unknown, that arise out of, are related to, or result from any work, construction, access, or other activities performed pursuant to the rights granted by this Agreement, or any condition, issue, or defect arising from or related to the existence or use of the Easement Area.

Furthermore, the Grantor hereby covenants and agrees not to sue the Grantee or Grantee Parties for any such claims, demands, damages, or losses. This waiver and release shall be binding upon the Grantor and shall inure to the benefit of the Grantee and Grantee Parties.

The Grantor shall indemnify, defend, and hold harmless the Grantee, its officers, agents, employees, and contractors (collectively, the "Indemnified Parties") from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees) that arise out of, are related to, or result from the condition, existence, maintenance, use, or operation of the Improvements subsequent to the City's initial installation and completion thereof within the Easement Area. The Grantor's obligation to indemnify the Grantee and Grantee Parties under this Agreement shall not extend to any loss, liability, or damage to the extent such is caused by the Grantee's sole negligence or willful misconduct.

6. Notices

All notices or communications shall be delivered to the following:

City of Fontana

Attn: Jeffrey Kim, Engineering Manager
Public Works Department / Engineering Division
8353 Sierra Avenue, Fontana, CA 92335
Email: jkim@fontanaca.gov

Property Owner

Andy Than

7893 Sierra Avenue, Fontana, CA 92335
 Email: andythan@yahoo.com

7. Miscellaneous.

- a) *Recitals.* The foregoing Recitals are true, correct and incorporated herein by this reference.
- b) *Entire Agreement.* This Agreement, together with all attachments and exhibits hereto, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings, negotiations, representations, promises, and agreements, oral or written, by or between the parties, with respect to the subject matter of this Agreement. No representations, inducements, promises, or agreements have been made in connection with this Agreement by any party, or anyone acting on behalf of any party, other than those expressly set forth herein.
- c) *Binding Effect.* This Agreement, including, without limitation, the easements granted and the covenants made herein, generally shall be binding on, and inure to the benefit of, Grantor and Grantee, and their respective transferees, devisees, successors, and assigns.
- d) *Governing Law.* This Agreement shall be governed by, and construed in accordance with the laws of the State of California.
- e) *Assignment.* Parties shall not assign their rights and obligations with respect to the Agreement without the written approval of the non-assigning party, which approval shall not unreasonably be withheld. Any such attempted assignment without the consent of the non-assigning party shall be null and void and of no force or effect.
- f) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which counterparts shall, for all purposes, be deemed an original and all of which counterparts, when taken together, shall constitute one and the same instrument.
- g) *Non-Waiver.* No waiver by either party of any default in performance on the part of the other party, or of any breach or series of breaches of the terms, covenants, or conditions of this Agreement, will constitute a waiver of any subsequent breach or a waiver of any term, covenant, or condition.
- h) *Severability.* If any provision of this Agreement, or the application of any such provision to any person or circumstance, is held by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, will be construed as if the void or unenforceable provision were not included in this Agreement.
- i) *Attorney's Fees.* If an action is commenced to enforce or interpret any provision of this Agreement, each party shall be responsible for its own attorney fees and costs incurred in the action.
- j) *Amendments.* No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

- k) *Construction.* The rule of strict construction does not apply to this Agreement. The language of this grant shall be construed simply, according to its fair meaning, so that the intention of the Parties is carried out.
- l) *Exhibits.* All exhibits attached and referred to in this Agreement are hereby incorporated herein as though fully set forth herein (and shall be deemed to be a part of this Agreement).
- m) *Survival.* The indemnification obligations provided herein shall survive the termination of this Agreement.
- n) *Authority to Execute.* The individuals executing this Agreement and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective Parties to the terms and conditions hereof and thereof.

Signatures

CITY OF FONTANA

By: _____

Matthew Ballantyne, City Manager

Date: _____

PROPERTY OWNER

By: _____

Andy Than

Date: Dec. 03. 2025

Attest:

By: _____

City Clerk

Dare: _____



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0721

Agenda #: M.

Agenda Date: 1/13/2026

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Approve Joint Use Agreement with Southern California Edison Company on Locust Avenue and Armstrong Avenue

RECOMMENDATION:

Approve and authorize the City Manager to execute the Joint Use Agreement with Southern California Edison Company on Locust Avenue and Armstrong Avenue.

COUNCIL GOALS:

- To invest in the city's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.

DISCUSSION:

On March 26, 2019, the City Council approved Ordinance Nos. 1800, 1801, and 1802 approving Specific Plan Amendment No. 11-003 along with certification of the Final Environmental Impact Report (FEIR) (State Clearing House No. 2012071058) for the West Valley Logistic Specific Plan Project and included approvals for General Plan Amendment No. 11-026 and Zone Change No. 11-016 to redesignate the land use designation of the site to Light Industrial; Development Agreement No. 11-002; and Tentative Parcel Map No. 19156 (TPM No. 13-005) to subdivide the site into nine (9) parcels for the development of the Specific Plan that anticipated the development of seven (7) industrial commerce center buildings.

On August 16, 2022, the Planning Commission approved Master Case No. 21-072, Revision to Tentative Parcel Map No. 19156 (TPM No. 13-005 R1), and Design Review No. 21-027 and adopted Resolution No. PC 2022-034. Resolution No. PC 2022-034 included Conditions of Approval for Tentative Parcel Map No. 19156. To adhere to the conditions of approval, the developer has dedicated public right-of-way to the City for the widening of Locust Avenue and Armstrong Avenue to the width required by the General Plan and will relocate the electrical facilities to be outside the roadway at no cost to the City.

As part of the widening and road dedication process, privately owned Southern California Edison Company (SCE) easements for electrical facilities adjacent to Locust Avenue and Armstrong Avenue became part of the public right-of-way. As a result, SCE requested that the City of Fontana enter into a Joint Use Agreement to maintain their existing prior rights for the electrical facilities in their new location. If the City desires in the future to widen Locust Avenue or Armstrong Avenue further, the City will agree to reimburse SCE for any costs incurred for the relocation of the electrical facilities within the joint use area only as specified in the Joint Use Agreement (Serial No. 73777A, T&LM File No.

JUA 204435285).

FISCAL IMPACT:

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

MOTION:

Approve staff recommendation.

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
3 INNOVATION WAY, 2ND FLOOR
POMONA, CA 91768
ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

T&LM File No.: JUA 204435285
Affects SCE Doc No.'s: 13646, 13647, 13648 & 440852

Serial No.: 73777A
Work Order: 802483980

JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, as Successor in interest to The Pacific Light & Power Corporation, a corporation, hereinafter called "Company", and the CITY OF FONTANA, a municipal corporation of the State of California, hereinafter called "City",

W I T N E S S E T H:

THAT WHEREAS Company is the owner in possession of certain rights of way and easement(s) for electrical facilities by virtue of the following easement rights:

That certain Grant of Easement dated May 7, 1913, by W.C. McCally for the Estate of Walter A. Choat, and those certain Grants of Easements recorded March 22, 1917, as Instrument No. 14, in Book 609, Page 111 and recorded March 22, 1917, as Instrument No. 13, in Book 609, Page 110, both of Deeds and by Grant of Easement recorded May 24, 1993, as Instrument No. 220542 of Official Records, hereinafter referred to as "Company's Easements"; and

WHEREAS City has acquired easement rights for street and highway purposes for the construction and/or improvement of Armstrong Avenue and Locust Avenue in said City, County of San Bernardino, State of California, hereinafter referred to as "highway right of way", as shown on the print attached hereto, marked "Exhibit A" and hereby made a part hereof which said highway right of way is subject to Company's easement; and

WHEREAS Company's facilities as now installed and located on said highway right of way will interfere with or obstruct the construction, reconstruction, maintenance or use of said street or highway, and City desires to eliminate such interference or obstruction;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Company and City do hereby agree as follows:

The location of Company's easement insofar as it now lies within the said highway right of way, be, and it hereby is, changed to the strip of land within said highway right of way, hereinafter referred to as "new location", and shown and designated as "area in Joint Use Agreement" on said print marked "Exhibit A".

Company agrees to rearrange, relocate and reconstruct within said new location, any of its facilities heretofore or now installed pursuant to Company's easement within said highway right of way. Company hereby consents to the construction, reconstruction, maintenance or use by City of a

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Fontana
Serial No.: 73777A
T&LM FILE No.: JUA204435285

street or highway over, along and upon Company's easement, both in the old location and in the new location within said highway right of way, upon and subject to the terms and conditions herein contained.

City acknowledges Company's title to Company's easement in said new location and the priority of Company's title over the title of City in said new location. Company has and reserves the right and easement to use, in common with the public's use of said street or highway, said new location for all of the purposes for which Company's easement was acquired, without need for any further permit or permission from City. Except in emergencies, Company shall give reasonable notice to City before performing any work on Company's facilities in said new location where such work will obstruct traffic. In all cases, Company shall exercise due care for the protection of the traveling public.

In the event that the future use of said highway right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's facilities then existing in said new location, and City shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice, Company will provide City with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by City, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall exercise due care for the protection of the traveling public. No further permit or permission from City for such rearrangement, relocation or reconstruction shall be required and City will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Company's facilities within said highway rights of way, (2) provide executed document(s) granting to Company a good and sufficient easement or easements over private property if necessary to replace Company's easement or any part thereof, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement or easements, provided it is mutually agreed in writing that Company shall acquire such easement or easements.

City agrees to indemnify, defend and reimburse Company for any loss or claim Company may suffer because of any lack of or defect in City's title to said new location or any subsequent location within said highway right of way, or in the title to any easement provided by City over private property, to which Company relocates its facilities pursuant to the provisions hereof, and City agrees that if Company is ever required to relocate its facilities because of any such lack of or defect in title, City shall reimburse Company for the cost of relocating its facilities and any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. City shall not reimburse Company for any loss caused by Company's own fault or negligence.

Company agrees to save harmless and indemnify City, its successors and assigns and its and their officers, agents and employees (collectively, City's Related Parties"), from and against all claims, demands, loss, damage, actions, causes of action, expense and/or liability (excepting consequential damages) (collectively, "Claims"), actually incurred by City and/or City's Related Parties and which are directly caused by Company's exercise of the rights granted pursuant to this Agreement, except to the extent that such Claims (i) arise prior to the Effective Date of this Agreement (this "Agreement"), or (ii) are attributable to the degree of the negligence or willful misconduct, error or omission of City or City's Related Parties.

Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement. Both City and Company shall use said new location in such a manner as not to interfere unduly with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Fontana
Serial No.: 73777A
T&LM FILE No.: JUA204435285

or City may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either City or Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party. City agrees that Company's facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said street or highway, by the City or its contractors, and that, if necessary, City will protect Company's facilities against any such damage, at City's expense.

Company shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in said new location in said highway right of way, and which in the opinion of Company may endanger or interfere with the proper operation or maintenance of Company's facilities, to the extent necessary to prevent any such interference or danger.

This agreement shall inure to the benefit of and be binding upon the Company and the City and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereunto duly authorized, as of the day and year herein first above written.

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

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

CITY OF CITY OF FONTANA,
a municipal corporation

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Fontana
Serial No.: 73777A
T&LM FILE No.: JUA204435285

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

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Fontana
Serial No.: 73777A
T&LM FILE No.: JUA204435285

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT 'A'

SHEET 1 OF 4

SCE/CITY OF FONTANA JUA
PLAT
SERIAL NO. 73777A

N.T.S.

JURUPA AVENUE

N 1/2 NW 1/4

SECTION 33

T1S, R5W, SBM

A.P.N. 0256-131-16

SCE R/W

A.P.N. 0256-131-08

A.P.N. 0256-131-20

PARCEL 1

A.P.N. 0256-131-25

PARCEL MAP NO. 19156

P.M.B. 264/78-90

A.P.N. 0256-131-26

LOT "C"

A.P.N. 0194-401-12

PARCEL 2

AREA NO. 2

PARCEL 4

A.P.N. 0194-401-14

ARMSTRONG AVENUE

SEE SHEET 4

AVENUE

11th ST.

10th ST.

9th ST.

8th ST.

7th ST.

SEE SHEET 2

SEE SHEET 3

BASIS OF BEARINGS:

BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF ARMSTRONG AVENUE BEING NORTH 31°15'56" EAST PER PARCEL MAP NO. 19156, P.M.B. 264/78-90.

NOTE: SEE SHEET 4 OF 4 FOR LINE TABLE AND CURVE TABLE.

LEGEND:



INDICATES AREA OF JOINT USE AGREEMENT TO SCE

AREA NO. 1 CONTAINING: 20,871 SQ. FT.
0.479 AC ±

AREA NO. 2 CONTAINING: 126,616 SQ. FT.
2.907 AC ±

CL CENTERLINE

P.M.B. PARCEL MAP BOOK

PREPARED BY:

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

BRIAN L. THIENES
P.L.S. NO. 5750
EXP. DEC. 31, 2025

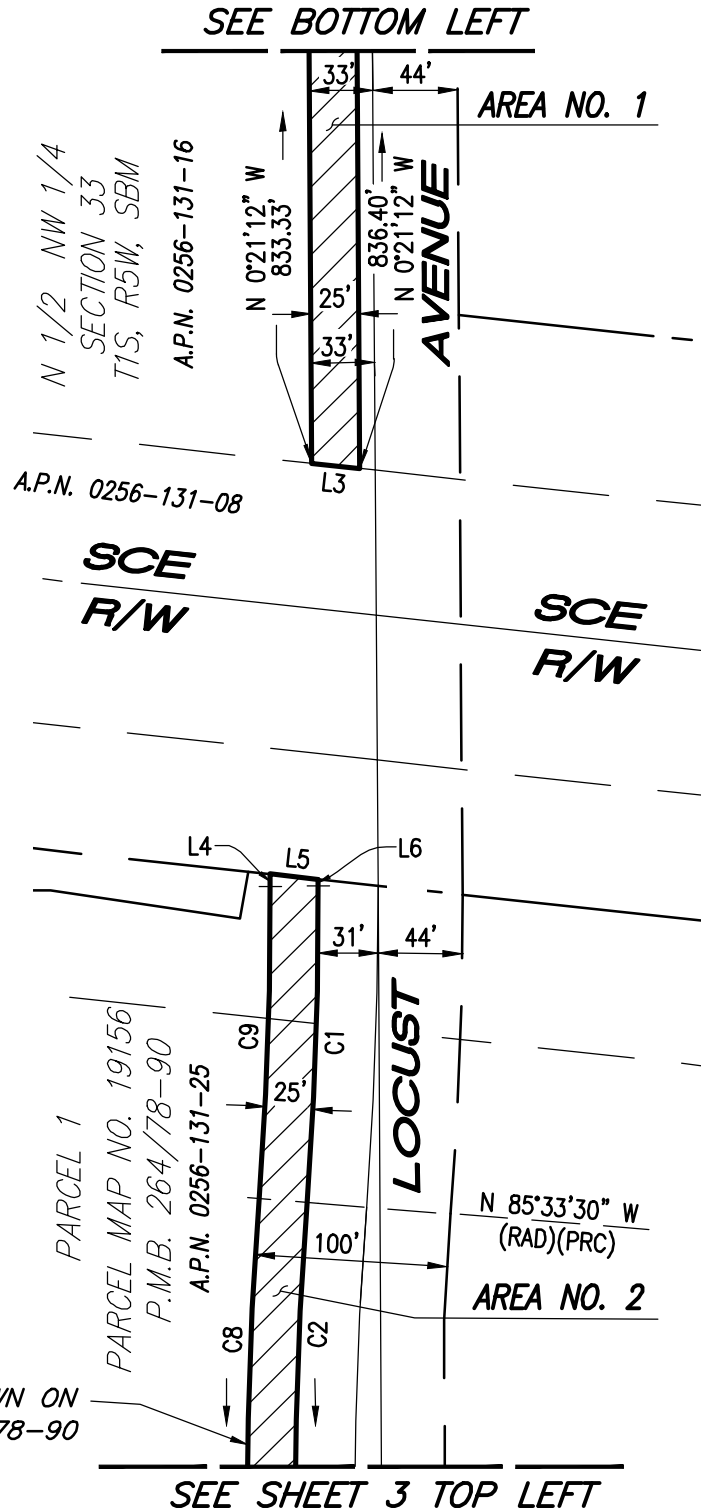
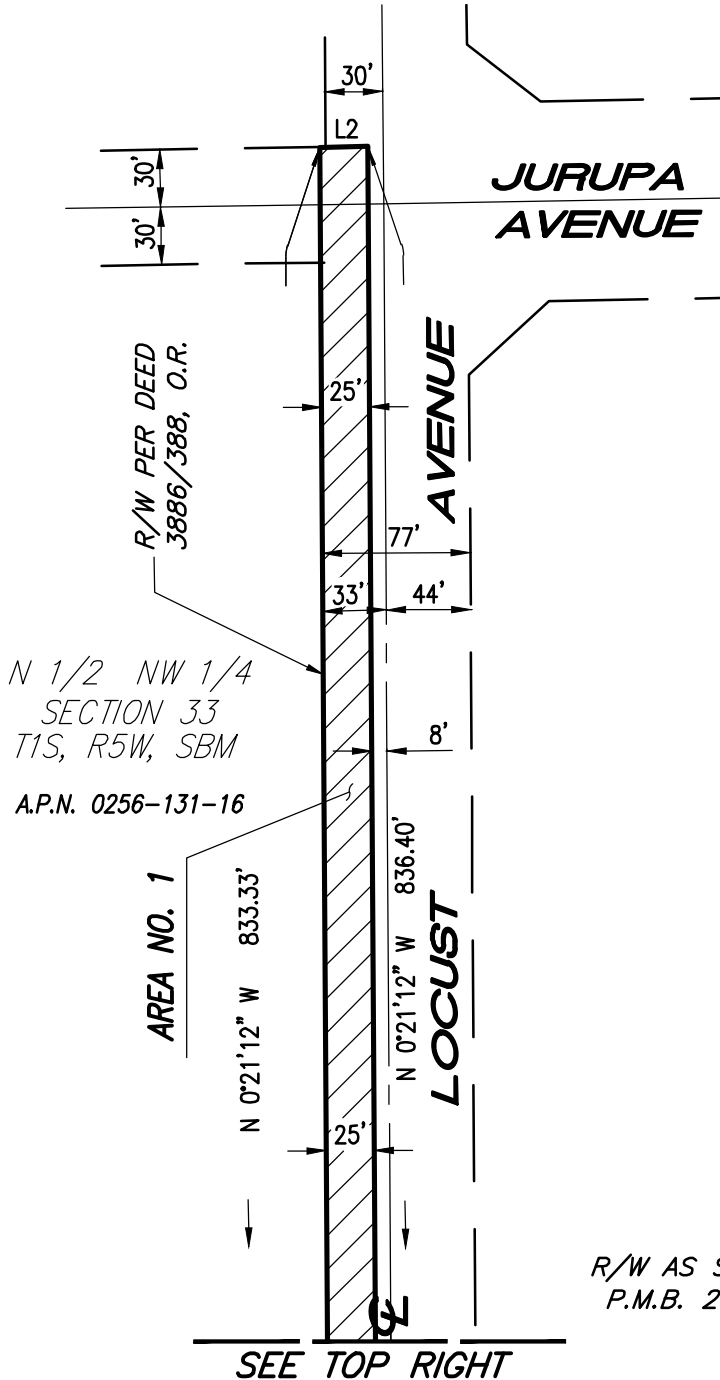
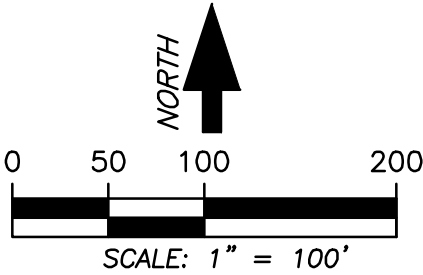
10/09/25
DATE



EXHIBIT 'A'

SHEET 2 OF 4

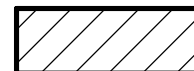
SCE/CITY OF FONTANA JUA
PLAT
SERIAL NO. 73777A



PREPARED BY:

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

LEGEND:



INDICATES AREA OF JOINT
USE AGREEMENT TO SCE

AREA NO. 1 CONTAINING: 20,871 SQ. FT.
0.479 AC ±

AREA NO. 2 CONTAINING: 126,616 SQ. FT.
2.907 AC ±

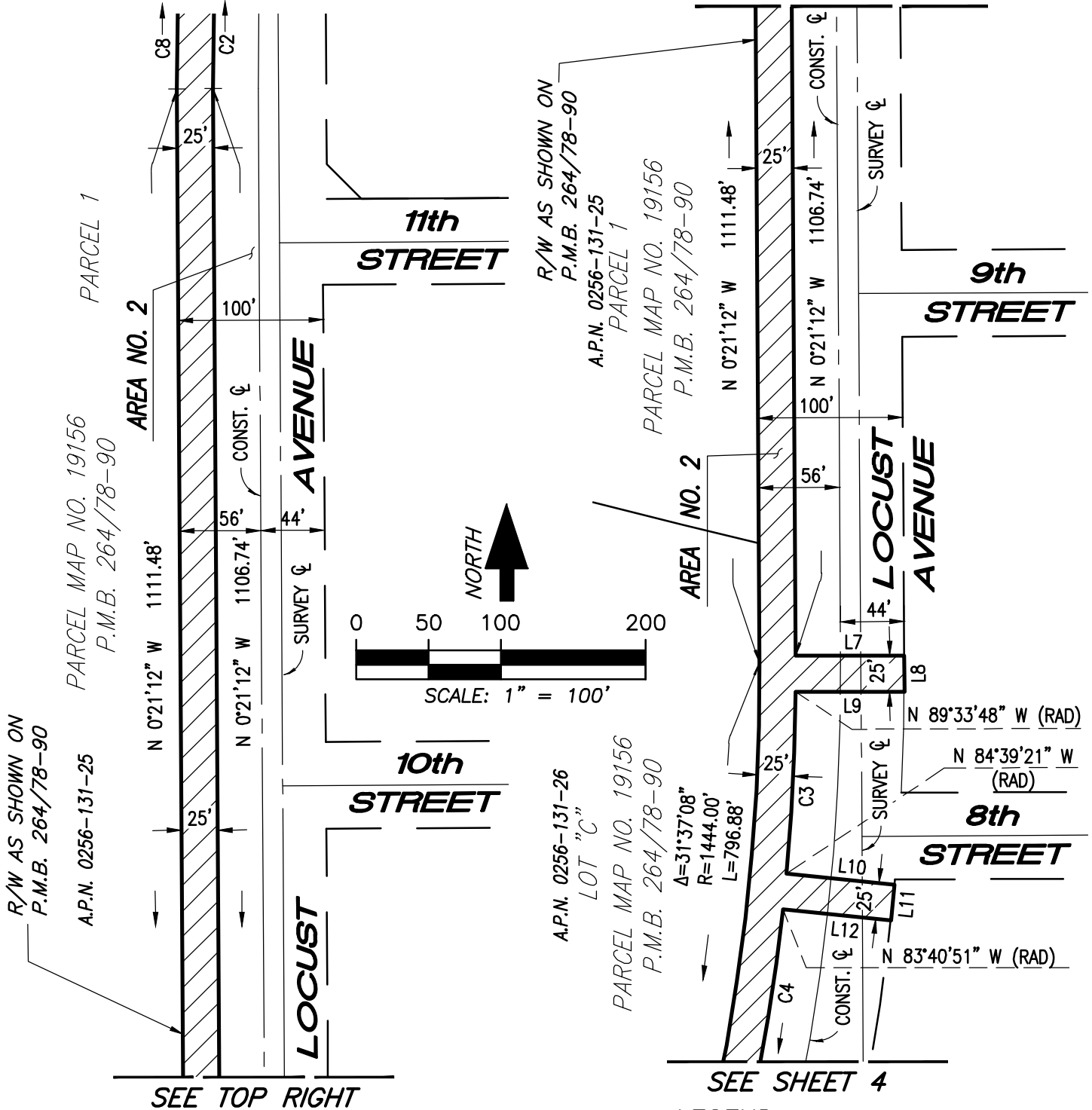
EXHIBIT 'A'

SHEET 3 OF 4

SCE/CITY OF FONTANA JUA
PLAT
SERIAL NO. 73777A

SEE SHEET 2 BOTTOM RIGHT

SEE BOTTOM LEFT



PREPARED BY:

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
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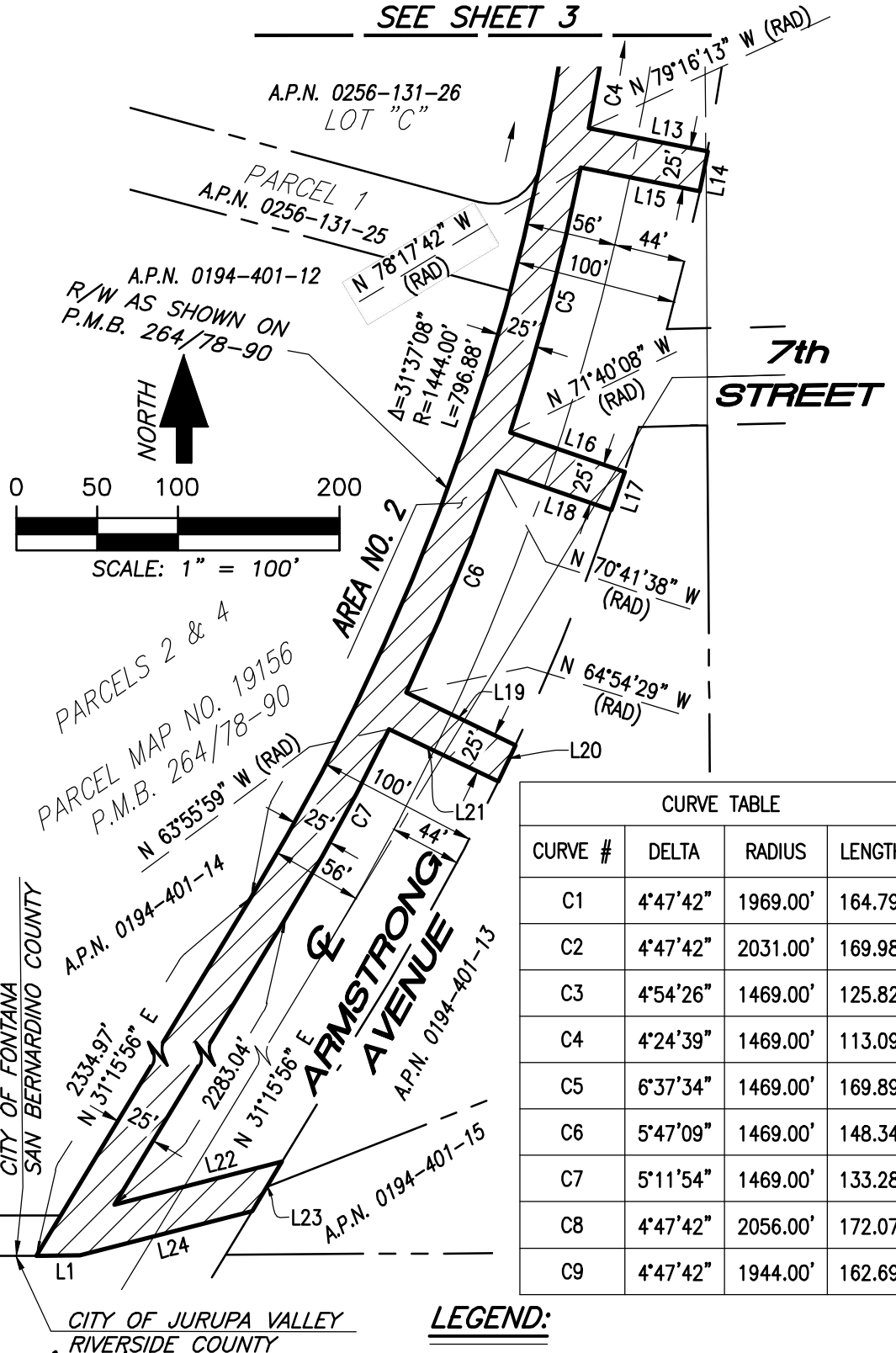
EXHIBIT 'A'

SHEET 4 OF 4

SCE/CITY OF FONTANA JUA
PLAT
SERIAL NO. 73777A

SEE SHEET 3

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 89°41'15" W	27.04'
L2	N 89°09'48" E	25.00'
L3	N 83°49'43" W	25.16'
L4	N 0°21'12" W	6.48'
L5	S 83°49'32" E	25.16'
L6	S 0°21'12" E	3.61'
L7	N 89°56'57" E	75.00'
L8	S 0°21'12" E	25.00'
L9	S 89°56'58" W	75.14'
L10	S 84°10'06" E	75.05'
L11	S 5°49'54" W	25.00'
L12	N 84°10'06" W	75.05'
L13	S 78°46'57" E	75.05'
L14	S 11°13'03" W	25.00'
L15	N 78°46'57" W	75.05'
L16	S 71°10'53" E	75.00'
L17	S 18°49'07" W	25.00'
L18	N 71°10'53" W	75.05'
L19	S 64°25'14" E	75.00'
L20	S 25°34'46" W	25.00'
L21	N 64°25'14" W	75.00'
L22	N 75°37'11" E	107.28'
L23	S 31°15'56" W	35.76'
L24	S 75°37'11" W	110.09'



CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	4°47'42"	1969.00'	164.79'
C2	4°47'42"	2031.00'	169.98'
C3	4°54'26"	1469.00'	125.82'
C4	4°24'39"	1469.00'	113.09'
C5	6°37'34"	1469.00'	169.89'
C6	5°47'09"	1469.00'	148.34'
C7	5°11'54"	1469.00'	133.28'
C8	4°47'42"	2056.00'	172.07'
C9	4°47'42"	1944.00'	162.69'

PREPARED BY:

Thienes Engineering, Inc.
 CIVIL ENGINEERING • LAND SURVEYING
 14349 FIRESTONE BOULEVARD
 LA MIRADA, CALIFORNIA 90638
 PH.(714)521-4811 FAX(714)521-4173

LEGEND:



INDICATES AREA OF JOINT
USE AGREEMENT TO SCE

AREA NO. 2 CONTAINING: 126,616 SQ. FT.
2.907 AC ±



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0723

Agenda #: N.

Agenda Date: 1/13/2026

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Sewer Rate Study and Proposition 218

RECOMMENDATION:

1. Award a contract and authorize the City Manager to execute the Professional Services Agreement for the Sewer Rate Study and Proposition 218 Process (DE-26-77-SP) with Raftelis Financial Consultants, Inc in the amount of \$104,640.
2. Approve and authorize the City Manager to execute any future amendments for the Sewer Rate Study and Proposition 218 Process agreement (DE-26-77-SP).

COUNCIL GOALS:

- To practice sound fiscal management by producing timely and accurate financial information.
- To practice sound fiscal management by living within our means while investing in the future.
- To practice sound fiscal management by fully funding liabilities and reserves.
- To practice sound fiscal management by developing long-term funding and debt management plans.

DISCUSSION:

The City operates and maintains the sewer system that transports all sewage collection through the Inland Empire Utilities Agency (IEUA) or the City of Rialto for treatment, depending upon the location of the property service. IEUA and Rialto impose charges for providing sewage treatment services, and the City in turn passes those costs onto the property owners served by IEUA or Rialto. On May 2021, the City Council approved the passthrough of any increases in IEUA charges or Rialto charges, and it expires on June 30, 2026.

Staff solicited a consultant to study the current sewer rate and perform the Proposition 218 process. The purpose of the study is to ensure that the City's sewer rates are legally compliant, financially sustainable, and equitably allocated among customers. Proposition 218 requires the City to demonstrate that sewer rates do not exceed the cost of providing service and that charges are proportional to the benefits received by each customer class. The rate study evaluates operating and maintenance costs, capital improvement needs, debt obligations, and reserve requirements to establish a clear and defensible cost-of-service basis for proposed rates. Completing this analysis and the associated Proposition 218 process is necessary for the City to lawfully adjust sewer rates and maintain sufficient funding to operate, maintain, and reinvest in the wastewater collection system.

On November 5, 2025, the City issued a Request for Proposal (RFP) for the study. On December 4, 2025, proposals were received from three (3) firms interested in providing services for the project. The proposals were evaluated based on the firm and staff qualifications, project approach, scope of work, and proposed schedule, in accordance with City policies and procedures. The proposals ranged from \$38,820 to \$104,640.

Based on the evaluations, staff recommends approval of the Professional Services Agreement with Raftelis Financial Consultants, Inc due to their experience, available project staffing, schedule, and detailed approach to the project.

FISCAL IMPACT:

The fiscal impact associated with the approval of this item is \$104,640 for the full term of the Professional Services Agreement. Budget for the project is included in the Fiscal Year 2025-2026 budget in account 70130112.8115 under the Public Works & Engineering Department, Utilities and Streets Division.

MOTION:

Approve staff recommendation.

PROJECT Evaluation

Firms	Total Score	Ranking
Raftelis Financial	78%	1
Willdan	62%	2
Bartle Wells	61%	3

Bid Detail

Project Title	Sewer Rate Study
Invitation #	DE-26-77-SP
Bid Posting Date	11/06/2025 10:31 AM (PST)
Project Stage	Closed
Project Due Date	12/04/2025 2:00 PM (PST)
Response Format	Electronic only
Link to Project Reference ID	https://vendors.planetbids.com/portal/14391/bo/bo-detail/135498
Project Type	RFP (Request for Proposal)
Response Types	Cost File Response File
Type of Award	Lump Sum
Categories	91063 - Public Utilities: Water, Sewer And Gas Maintenance And Repair 91345 - Construction, Sewer And Storm Drain 91381 - Maintenance And Repair, Sewer And Storm Drain (Including Removal) 91812 - Analytical Studies And Surveys (Consulting) 91846 - Feasibility Studies (Consulting) 96132 - Environmental Impact Studies
License Requirements	
Restriction Restricted To	None
Department Address County	Purchasing 8353 Sierra Ave Fontana, California 92335 San Bernardino
Bid Valid	90 Days
Liquidated Damages	
Target Bid Amount	
Estimated Bid Value	
Start/Delivery Date	01/2026
Project Duration	
Prevailing Wage	No
Cooperative Bid	No
Piggy-backable	No
eBid Notes	

Bid Bond

Bid Bond	0%
Payment Bond	0%
Performance Bond	0%

Pre-Bid Meeting Information

Pre-Bid Meeting	No
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Online Q&A

Online Q&A Yes

Q&A Deadline 11/27/2025 2:00 PM (PST)

Contact Information

Contact Info Elia Alvarez 909-350-6605
 ealvarez@fontanaca.gov

Bids to
Owner's Agent

Description

Scope of Services

The City of Fontana is located in San Bernardino County, California, and is surrounded by Interstate 10, Interstate 15, and State Route 210. As of 2025, the City’s population is approximately 218,455. Fontana has experienced rapid growth over the past few decades, driven by its strategic location in the Inland Empire and its attractive residential and commercial development opportunities. This trend is expected to continue, with the population projected to reach approximately 286,700 by 2045.

The existing wastewater collection system consists of approximately 457 miles of sewer lines, 8 active lift stations, 9 inverted siphons, roughly 44,000 service connections, and 5 regional discharge outlets. The City does not own or operate a wastewater treatment facility; instead, Fontana has acquired discharge capacity rights with the Inland Empire Utilities Agency (“IEUA”) and the City of Rialto.

Other Details

The City maintains and operates the wastewater collection system to convey flows to IEUA and the City of Rialto for treatment, serving approximately 46,498 customers (44,426 residential, 963 commercial, 286 industrial, and 823 apartment/multi-family condominiums). Current sewer rates are based on a “flat rate” structure using Equivalent Dwelling Units (EDUs), with 13 rate categories.

Notes

Special Notices

Local Programs &
Policies

Documents

File Title	File Name	Status
Request for Proposal	Spec-Sewer Rate Study DE-26-77-SP.pdf	On Server
Download Cost	\$0.00	

Prospective Bidders

20 Prospective Bidders

Vendor	Contact	Vendor Type	Status	Classification
AcelerarTechnology (3074142) 12345 Lake City Way NE #3189 California, California 90001 United States	Contact: Karishma Lawania Phone: 995-353-6893 Fax: Email: karishma.lawania@acelerartech.com		Non-Bidder, no communications	Other
Albert A. Webb Associates (3069801) 3788 McCray Street Riverside, California 92506 United States	Contact: Alison Vejar Phone: 951-686-1070 Fax: Email: info@webbassociates.com		Non-Bidder, no communications	Prime
Bartle Wells Associates (3078269) 2625 Alcatraz Ave #602 Berkeley, California 94705 United States	Contact: Michael DeGroot Phone: 510-653-3399 ext. 114 Fax: Email: michael@bartlewells.com		Bidder	Prime
ConstructConnect (3070182) 3825 Edwards Road Ste 800 Cincinnati, Ohio 45209 United States	Contact: Patrick Quarry Phone: 877-794-8071 Fax: 866-570-8187 Email: Content@constructconnect.com		Bidder	Other
DH and Company (3070178) 118 South King Street Carlsbad, New Mexico 88220 United States	Contact: Dara Harsh Phone: 448-447-2348 Fax: Email: daraharsh@gmail.com		Bidder	Other
GovGuide (3071207) 1916 N Dinwiddie St. Arlington, Virginia 22207 United States	Contact: Connor Fusselman Phone: 407-619-6738 Fax: Email: rfp@yourgovguide.com		Bidder	Subcontractor
Maximus US Services, Inc. (3069599) 1600 Tysons Blvd. Suite 1400 McLean, Virginia 22102 United States	Contact: Anastasia Navarro Phone: 703-251-8500 Fax: 703-251-8240 Email: rfpinfo@maximus.com		Bidder	Prime
MGT Impact Solutions, LLC (3070209) 4320 W Kennedy Blvd. Suite 200 Tampa, Florida 33609 United States	Contact: Malony Allen Phone: 888-302-0899 Fax: Email: RCVRFP@MGTAMER.COM		Bidder	Prime
MZB Traffic Management Inc. (3069778) 1192 Athlone lane Corona, California 92882 United States	Contact: Humayun Aziz Phone: 949-254-4792 Fax: Email: info@mzbinc.com	CADIR	Bidder	Subcontractor

NBS Government Finance Group (3071214) 32605 Temecula Parkway, Suite 100 Temecula, California 92592 United States	Contact: Tim Seufert Phone: 800-676-7516 Fax: 951-296-1998 Email: contactnbs@nbsgov.com		Bidder	Prime
NewGen Strategies and Solutions, LLC (3071648) 225 Union Blvd Suite 450 Lakewood, Colorado 80228 United States	Contact: Nicole Levinson Phone: 720-633-9514 Fax: Email: bd@newgenstrategies.net		Bidder	Prime
Preferred Plumbing Solutions (3083384) 14224 Remington Ct Fontana, California 92336 United States	Contact: Lary Lewis-Hollins Phone: 909-419-3292 Fax: Email: preferredplumber@yahoo.com	FON, MBE	Bidder	Subcontractor
Raftelis Financial Consultants, Inc. (3083593) 445 S. Figueroa Street Suite 1925 Los Angeles, California 90017 United States	Contact: David George Phone: 704-910-8965 Fax: Email: vendor@raftelis.com		Bidder	Prime
Robert D. Niehaus, Inc. (3074221) 140 E Carrillo Street Santa Barbara, California 93101 United States	Contact: Jack Lyon Phone: 805-618-1356 Fax: Email: bizdev@rdniehaus.com		Bidder	Prime
SWCA Environmental Consultants (3070210) 320 N. Halstead Street, Suite 120 Pasadena, California 91107 United States	Contact: Nancy Dalman Phone: 626-240-0587 ext. 6618 Fax: 626-240-0607 Email: pasmktg@swca.com		Bidder	Other
Watearth, Inc. (3074479) 3371 Glendale Blvd Suite 208 Los Angeles, California 90039 United States	Contact: Jennifer Walker Phone: 213-465-6350 Fax: Email: sales@watearth.com	OSB, WBE	Bidder	Subcontractor
Water Works Engineers (3070988) 2260 Douglas Blvd Suite 105 Roseville, California 95661 United States	Contact: Jodi Wagner Phone: 916-758-2783 Fax: Email: proposals@wwengineers.com		Bidder	Prime
Webb Municipal Finance, LLC (3069808) 3750 McCray St. Riverside, California 92506 United States	Contact: Pam Gamble Phone: 951-686-1070 Fax: Email: info@webbmfinance.com		Bidder	Prime
West Coast Safety Supply, Inc (3069561) 2271 W. Malvern Avenue Suite 370 Fullerton, California 92833 United States	Contact: CB Patel Phone: 760-890-8924 Fax: Email: sales@westcoastsafetysupply.com	MBE, WBE, OSB	Bidder	Prime

Willdan Financial Services (3069843) 27368 Via Industria Suite 110 Temecula, California 92590 United States	Contact: Rebekah Smith Phone: 951-587-3587 Fax: 951-587-3587 Email: wfsrfp@willdan.com	Bidder	Prime
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Bid Results

Bidder Details

Vendor Name	Bartle Wells Associates
Address	2625 Alcatraz Ave #602 Berkeley, California 94705 United States
Respondee	Kim Boehler
Respondee Title	Principal
Phone	510-315-5235
Email	kboehler@bartlewells.com
Vendor Type	
License #	
CADIR	

Bid Detail

Bid Format	Electronic
Submitted	12/03/2025 1:52 PM (PST)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	459451
Ranking	0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
City of Fontana_BWA Cost Proposal for Sewer Rate Study 12-3-2025.pdf	City of Fontana_BWA Cost Proposal for Sewer Rate Study 12-3-2025.pdf	Cost File
City of Fontana_BWA Technical Proposal for Sewer Rate Study 12-3-2025.pdf	City of Fontana_BWA Technical Proposal for Sewer Rate Study 12-3-2025.pdf	Response File BAFO

Bidder Details

Vendor Name	Willdan Financial Services
Address	27368 Via Industria Suite 110 Temecula, California 92590 United States
Respondee	Avery Perier
Respondee Title	Proposal Coordinator II
Phone	951-587-3500
Email	APERIER@WILLDAN.COM
Vendor Type	
License #	
CADIR	

Bid Detail

Bid Format	Electronic
Submitted	12/04/2025 1:03 PM (PST)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	459693
Ranking	0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Fontana (CA) Sewer Rate Study_COST proposal_WFS.pdf	Fontana (CA) Sewer Rate Study_COST proposal_WFS.pdf	Cost File
Fontana (CA) Sewer Rate Study_TECHNICAL proposal_WFS.pdf	Fontana (CA) Sewer Rate Study_TECHNICAL proposal_WFS.pdf	Response File

Bidder Details

Vendor Name	Raftelis Financial Consultants, Inc.
Address	445 S. Figueroa Street Suite 1925 Los Angeles, California 90017 United States
Respondee	Angie Flores
Respondee Title	Vice President
Phone	512-790-2108
Email	aflores@raftelis.com
Vendor Type	
License #	
CADIR	

Bid Detail

Bid Format	Electronic
Submitted	12/04/2025 1:25 PM (PST)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	459706
Ranking	0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Raftelis Cost Proposal.pdf	Raftelis Cost Proposal.pdf	Cost File
Raftelis Proposal.pdf	Raftelis Proposal.pdf	Response File

**CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT
DE-26-77-SP**

This Agreement is made and entered into as of January 13, 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 Raftelis Financial Consultants, Inc., a Corporation, with its principal place of business at 3755 S. Capital of Texas Highway Suite 245 Austin, TX 78704 (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:

Sewer Rate Study DE-26-77-SP
(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 **\$104,640**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a

statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within Exhibit A. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

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

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

e. Minimum Policy Limits Required

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

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any

insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which

include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination

occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign **Angie Flores** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Fontana
8353 Sierra Avenue
Fontana, California 92335
Attn: Mae Lynn Alcantara

CONSULTANT:

Raftelis Financial Consultants, Inc.
3755 S. Capital of Texas Highway Suite 245
Austin, TX 78704
Attn: Angie Flores

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]

**CITY OF FONTANA
SIGNATURE PAGE
SEWER RATE STUDY
DE-26-77-SP**

CITY OF FONTANA

**RAFTELIS FINANCIAL CONSULTANTS,
INC.**

By: _____
Matthew C. Ballantyne
City Manager

By: _____
Angie Flores
Vice President

Attest:

By: _____
Germaine Key
City Clerk's Office

By: _____
Phillip Burum
Deputy City Manager

Approved as to form:

Best Best & Krieger LLP
City Attorney

By: _____
Gia Kim
Public Works Director/City Engineer

IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS

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

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Jessica Brown
Chief Financial Officer

Sid Lambert
Purchasing Office

EXHIBIT A
Scope of Services

PROJECT UNDERSTANDING

Project Understanding

The City is seeking an expert consultant to complete a comprehensive sewer utility cost of service study. The key elements of the study are:

- **Financial Planning.** Development of a 10-year financial plan and associated revenue requirement forecast for the period FY2027 – FY 2036 that will ensure a level of annual sewer rate revenues adequate to recover the full cost of providing service.
- **Cost of Service Analysis.** The completion of a cost of service analysis that develops the cost of service for each of the City’s sewer customer classes using cost allocation methodologies compliant with Proposition 218 and industry accepted standards. In conjunction with the cost of service analysis, the following tasks will also be completed in conjunction with the cost of service analysis:
 - **Rate Structure Review.** Evaluation of the appropriateness of the City’s existing sewer utility customer class designations to ensure that customer classes are based on common demand characteristics. This will help achieve the City’s affordability and equity concerns.
 - **Comparative Benchmarking.** Analysis of the rate structures of comparable sewer utilities in California to inform potential City rate structure modifications
- **Proposed Rates.** Development of a five-year schedule of proposed rates for the period FY 2027 – FY 2031.
- **Review of Customer Service Fees.** Review of customer service fees and recommendations for modifications. Note that this is not a comprehensive fee analysis.
- **Comprehensive Report.** Preparation of a comprehensive rate study report that will fully document the assumptions and methodologies used to develop proposed rates.
- **Proposition 218 Notice Assistance.** Assistance developing a Proposition 218 notice that complies with all applicable legal requirements and educates customers and other stakeholders of the need for rate increase and the value of the City’s sewer utility services.
- **Public Outreach Materials.** Creation of customer outreach materials for the City’s website, public meetings, and the Proposition 218 notice.
- **Public Meetings.** Presentations at public meetings and a minimum of two City Council meetings.
- **Financial Model.** Development of an interactive Microsoft Excel financial model for use by City Staff.

Scope of Services

Our project approach has been developed based on our work with sewer utilities throughout California. To ensure a successful project, we have developed a theme or framework under which this project will be guided – the ‘3d’s’:



Defensible. Scenarios, options, and ideas developed can withstand scrutiny or challenge by being grounded in logical reasoning, evidence and sound principles.



Durable. The ability of a solution, system, or decision to remain effective and relevant over time, even in the face of changing circumstances or pressures.



Deliberate. Using a process of intentionally and thoughtfully design or executing actions with a clear purpose, ensuring careful consideration of potential risks and outcomes.

This framework will ensure a clear focus, guide decision making, and encourage long-term thinking with the overarching goal of having a defined process for updating the City's financial planning, cost allocation, and rate design in a manner that is defensible, durable, and deliberate.

Task 1: Project Initiation and Data Collection

- *Conduct a project kickoff meeting*
- *Review existing financials, rate resolutions, CIP plans, user classifications, billing records, and reserve policies*
- *Identify data gaps and request missing data*

The Kickoff Meeting – Foundation for Project Success

Raftelis will facilitate an onsite kickoff meeting at the City. The meeting will allow for the finalization of the project scope, milestones, deliverables, and communications protocols along with the guiding principles for the study against which we will measure results. Key areas of discussion at the kickoff meeting will include:

- Customer water consumption characteristics and service territory demographics
- Planned capital improvement program expenditures
- The City's pricing objectives for water and sewer rates
- The effectiveness of the current water and sewer rate structures
- City staff's assessment of customer and key stakeholder concerns
- Potential rate structure alternatives considering recent Proposition 218 litigation
- Design of the water and sewer financial/rate models.

Prior to the meeting, we will submit a data request. Gathering the requested this information prior to the kickoff meeting will allow us to review and aggregate our list of questions and clarifications. We will place a priority on receiving customer billing data as rapidly as possible.



Project Management

Nimble. Flexible. Adaptable. Those are three adjectives we often hear clients use to describe our performance on projects at the end-of-study of rate studies. We have high expectations for ourselves and a strong sense of what goes into a successful project. In addition to solid work products, you can expect:



Efficient Use of Time. Your time is valuable, and we treat it that way. We commit to running well-planned, useful, and efficient meetings. We will arrive at all meetings with a game-plan and expectation to move the project forward.



Regular Check-Ins. Many decades of project experience have taught us that the best way to keep a project on track is to ensure that it doesn't have too much room to drift off course. We like to schedule short weekly (or bi-weekly) check-in calls to ensure everyone's questions are answered, data needs are met, and no bottlenecks are developed in the project process. You will know we are on track because we will touch base with you regularly.



Thorough Documentation of Calls and Meetings. The Raftelis team takes detailed meeting notes and shares them promptly after each meeting or important call. This allows the full project team to stay abreast of progress, agreements made, and results delivered.

Raftelis will conduct careful and detailed project management and administration. Our Project Manager and Deputy Project Manager will plan, coordinate, monitor, and control all project tasks in concert with other appropriate project team members to ensure continuity and momentum throughout the project.

- **Project Schedule.** We will finalize the project schedule, milestones, and deliverables for the study at the kick-off meeting. We will review the schedule during the regularly scheduled meetings and identify tasks that may be at risk of delay and how that might impact other deliverables. Working with staff, we will develop a contingency plan if needed such as adjusting the sequence of tasks to minimize delays.
- **Staff and Team Management.** We will develop an internal responsibility matrix to clarify roles and maintain project delivery requirements. This will ensure that there is no duplication of effort and will allow us to stay on task and budget. Raftelis will also hold weekly internal meetings to review progress and coordinate deliverables.

Raftelis uses internal safeguards to forecast and track all personnel hours and expenses incurred on each task, which the Project Manager and Deputy Project Manager closely monitor. Analyzing weekly costs helps prevent cost overruns and allows the City to shift funding priorities if necessary. In our monthly invoicing of services, we typically indicate the dollar value of project work completed so our clients can see where the work stands in any given month. Regular reporting will indicate how the project schedule is proceeding and whether there are issues that need to be addressed relative to analysis, approach, assumptions, schedule, and/or administration.

Quality Assurance and Quality Control

Credibility is vital for building consensus and gaining support for the implementation of study recommendations. To maintain stakeholder trust, the City must ensure the information provided is accurate, complete, and reliable. Our robust quality assurance (QA) process is designed to guarantee the integrity and reliability of all deliverables. Below are the key steps we implement throughout the project:

- **Initial Review and Validation.** Data inputs and assumptions are thoroughly reviewed for accuracy and completeness before analysis begins. Sources are cross verified to ensure reliability.
- **Structured Methodology.** A standardized and documented approach is followed for all technical analyses to ensure consistency and adherence to best practices.
- **Senior Expert Oversight.** John Wright, our Assistant Project Manager, will review critical deliverables, providing insights, validating assumptions, and ensuring alignment with industry standards and client expectations.
- **Scenario Testing and Sensitivity Analysis.** Key assumptions are tested under various scenarios to evaluate the robustness and reliability of results.
- **Final Review and Presentation.** A final quality check is conducted before delivery to confirm accuracy, completeness, and clarity based on the best available information at the time of production.



Task 2: Financial Planning

- *Development of a 10-year financial plan for the period FY 2027 – FY 2036*
- *Analyze revenue requirements based on O&M, capital, debt service, and reserve targets*
- *Evaluate inflation assumptions, growth projections, and funding strategies*

Financial Planning: Optimal Funding Strategy

The objective of the financial planning process is to identify the optimal mix of rate revenues, capacity charges, and external debt financing used to fund long-term utility operations. The mix of selected funding must be adequate to ensure:

- **Revenue Sufficiency.** Rate revenues and other sources of cash inflows that are adequate to pay for projected operating costs, capital expenditures, and City strategic initiatives.
- **Customer Bill Impacts.** Customer bills that are considered reasonable/acceptable by City Council.
- **Cash Reserves.** Operating and capital reserves that are adequate to mitigate risks such as seasonal climate variability, prolonged drought, and emergency infrastructure repairs.
- **Debt Service Coverage.** Debt service coverage that meets City financial management targets instead of merely meeting contractually required minimums.
- **Bond Rating.** Projected financial performance that meets the credit criteria associated with the bond rating the City seeks to maintain in the future.

Importance of Comprehensive Demand Forecasting

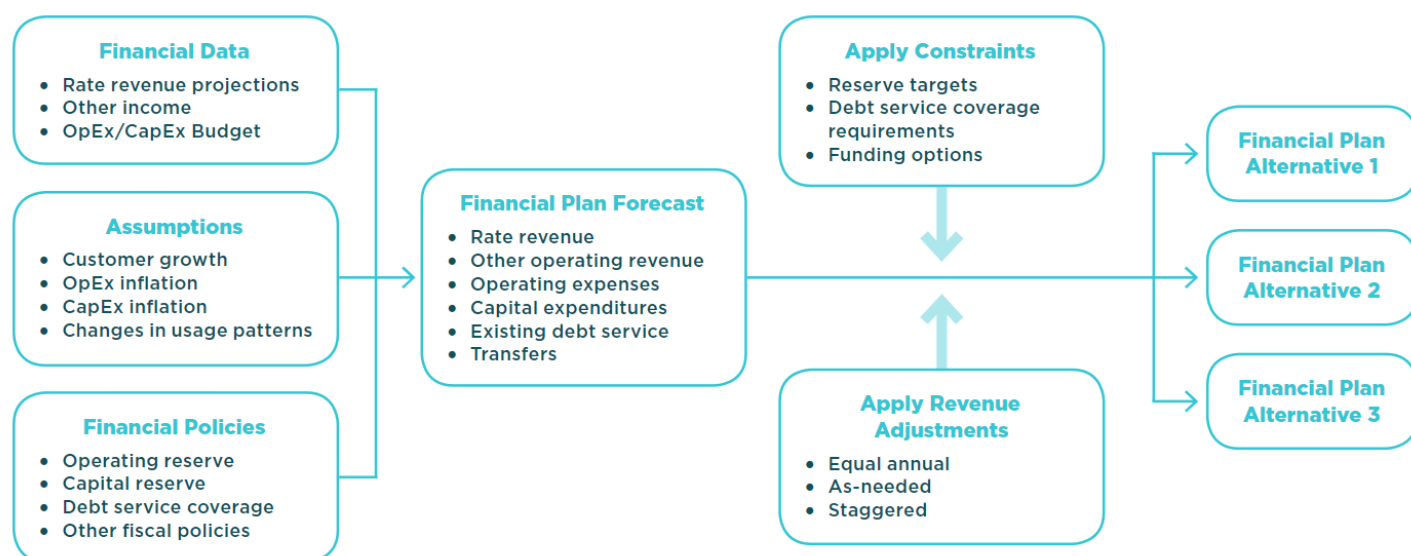
A critical component of the financial planning process is the development of demand forecasts based on realistic assumptions regarding future customer billed water consumption and associated sewer discharges. Projected sewer rate revenues should **not** be based on an overly optimistic forecast of future customer demand. Rather than developing a simplistic projection of demand based on recent consumption.

Scenario Planning Over a 10-Year Period

Comprehensive long-term scenario planning under different demand forecasting and funding inputs allows for the identification of optimal funding strategies. Figure 1 provides an illustration of the scenario planning process. We anticipate working with City staff to develop multiple 10-year sewer utility financial planning scenarios with differing assumptions for items such as those listed below. The outcome of the scenario planning process will be a projection of the annual amount of rate revenue that must be collected from sewer customers during each year of the 10-year planning horizon.

- Billed water consumption.
- Inflation rates (i.e., cost escalation factors).
- Operating expenses.
- Capital expenditures.
- Cash reserve levels.
- Debt service coverage level.

Figure 1: Financial Planning Process



Task 3: Cost of Service Analysis

- *Allocate costs to customer classes using industry-accepted Water Environment Federation standards*
- *Determine unit cost of service for sewer utility cost components*
- *Establish nexus between costs incurred and rates charged*

Industry Standard Cost Allocation Methodologies

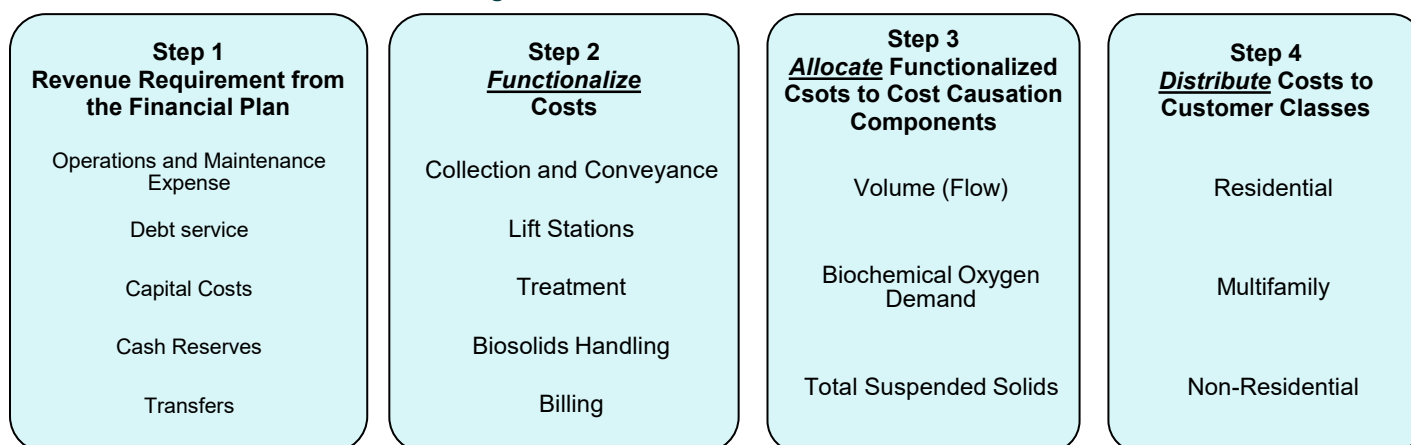
Raftelis conducts sewer cost of service studies using industry standard methodologies as published by the Water Environment Federation (WEF). This results in the allocation of costs to individual customer classes based on the proportionate demands they place on the sewer utility systems.

Ultimately, a determination of whether utility rates comply with Proposition 218 can only be made by a court of competent jurisdiction. Raftelis is not a law firm, and we offer no legal opinion on client compliance with Proposition 218. However, the use of industry standard methodologies results in outcomes that are aligned with the requirements of Proposition 218.

Overview of the Cost of Service Process

The cost of service analysis is a natural extension of the demand forecasting and financial planning processes. The costs included in the sewer utility revenue requirement are developed during the financial planning process and allocated to customer classes based on their projected demand characteristics as determined in the demand forecasting process. Figure 1 shows a high level overview of a typical sewer cost of service process.

Figure 1: Wastewater Cost of Service Process



Steps in the Cost of Service Analysis

• Step 1: Cost Functionalization

As a first step in the sewer cost-of-service process, the total system revenue requirement must be allocated to the appropriate functional cost categories associated with both wastewater treatment and collection system activities. Sewer functions typically include treatment (often subdivided by treatment processes), collection, solids management, and customer service. During the initial phases of the study, we will work with City staff to determine the appropriate functional categories and factors to use in the analysis. Criteria for allocating costs will be based on an evaluation of the design and function of system facilities. We fully understand that the City purchases wholesale treatment services from IEUA and the City of Rialto. Therefore, you did not have City owned treatment facilities. For a utility that maintains its own wastewater treatment facilities, these functional categories often include the functions listed below:

- Service laterals
- Collection sewers
- Interceptor/conveyance systems
- Lift and pumping stations
- Treatment plant - preliminary, secondary, and tertiary treatment
- Treatment plant - disinfection
- Sludge processing/biosolids handling
- Meters
- Customer service
- Administration

• Step 2: Allocation to Cost Causation Components

Following functionalization, a cost allocation process is undertaken. Some costs the utility incurs are a function of the water quantity discharged by a customer, while other costs are associated with addressing discharge strengths or conveying sanitary sewer flows. Customer service, billing, and metering costs are generally a function of the number of customers served and the size and type of meter or service. As with the sewer cost functionalization process, Raftelis will work with City staff to determine the specific allocation factors that best represent wastewater utility system cost drivers. We fully understand that the City purchases wholesale treatment services from IEUA and the City of Rialto. Therefore, you did not have City owned treatment facilities. Typical cost classification categories for a utility that maintains its own wastewater treatment facilities include:

- Average day volume
- Biochemical oxygen demand (BOD)

- Suspended solids (TSS)
- Nutrients such as nitrogen (TKN) or phosphorous (P), if applicable
- Customer billing, service, and metering

- **Step 3: Mass Balance Analysis**

Raftelis will complete a "mass balance" analysis that correlates IEUA and City of Rialto wastewater treatment plant influent volumes and strength loadings to the wastewater return flows and strength loading characteristics of different wastewater service customer types. Note that the process of estimating customer wastewater return flows and strength loadings by customer type may be a key driver of potential recommendations regarding alternative wastewater customer class definitions.

- **Step 4: Unit Costs of Service**

Based on estimated return flow and strength loadings, Raftelis will estimate the total system units of service associated with each cost classification parameter. We will then estimate the total system unit cost of service for each cost classification parameter.

- **Step 5: Identification of Fixed and Variable Cost Components**

A natural outcome of the cost-of-service analysis will be an identification of the fixed and variable components of the City's sewer utility revenue requirement.

- **Step 6: Distribution of Costs to Customer Classes**

The final step in the cost-of-service process is the determination of the specific revenue requirement for each wastewater service customer class. This is achieved by multiplying the total system unit cost of service for each customer parameter by the unique units of service estimated for each customer class.

Outside City and Extraterritorial Rates

We will evaluate and determine the appropriateness of outside city and, if still applicable, extraterritorial rates charged by the City.

Rate Structure Review

We will evaluate appropriateness of the City's existing sewer utility customer designations. This evaluation will be made with a focus on ensuring customer classifications are based on common demand characteristics. This will help to achieve the City's affordability and equity concerns.

Comparative Benchmarking

Raftelis will survey up to eight (8) California utilities who provide sewer utilities that purchase wholesale sewer treatment services from a third party (i.e., sewer utilities that only provide collection and conveyance). The purpose of this process will be to assist in the analysis of potential modifications to the City's rate structure.

Task 4: Development of Proposed Rates

- *Development of potential rate structure modifications/alternatives*
- *Analyze the impact of potential rate structure modifications/alternatives on factors such as affordability and equity.*
- *Development of a five-year schedule of proposed rates for the period FY 2027 – FY 2031.*

Importance of Legal Counsel Participation in the Rate Design Process

There has been recent Proposition 218 litigation involving the water rate structures of the City of San Diego and the Otay Water District. Although we are not aware of any Proposition 218 litigation regarding sewer rate structures, we suggest that the City's legal counsel be an active participant in discussions regarding the City's sewer rates. This will help to ensure that the outcome of the rate design process meets all relevant legal defensibility standards.

Pricing Objectives Workshop During the Kickoff Meeting

As part of the project kickoff meeting, we will address the effectiveness of the City's current sewer rate structure from the perspectives listed below. We suggest that the City's legal counsel participate in this portion of the project kickoff meeting.

- Revenue stability
- Rate equity
- Customer affordability
- Ease of rate structure administration
- Customer/stakeholder concerns

Evaluation of Potential Rate Structure Modifications/Alternatives

Based on the work completed in Tasks 1 – 3 and the pricing objectives workshop held at the project kickoff meeting; we will develop recommendations for potential sewer rate structure modifications/alterations.

Recommended Rates for FY 2027 – FY 2031

We will prepare recommended rates to be included in the City's Proposition 218 for the period FY 2027 and FY 2031.

Task 5: Review of Customer Service Fees

Raftelis will review the City's current customer service fees and, if appropriate, make recommendations for potential modifications. Note that this is not a comprehensive fee analysis.

Task 6: Comprehensive Report

Raftelis will complete comprehensive draft and final rate study reports. The report that will fully document the assumptions and methodologies used to develop proposed rates. The report will provide an administrative record that demonstrates the steps taken to achieve compliance with Proposition 218.

Task 7: Assistance with Proposition 218 Noticing

Proposition 218 notifications are more than a legal requirement: they are also an opportunity to strategically educate and inform ratepayers of Fontana's investments, value, and services. Raftelis has designed numerous Proposition

218 notifications that exceed the statutory minimum, delivering visually appealing pieces that enhance comprehension of rate changes while explaining the systems residents rely on each day. Raftelis' in-house strategic communications team prepares notices for mailing within the required 45-day noticing period prior to holding the public hearing. We'll work closely with your team to coordinate deadlines for a smooth process.

We incorporate two rounds of content edits into our workflow to limit costly changes at the design phase. Once the content passes the City's legal review, Raftelis' in-house graphic design team will match the City's established brand guidelines and create an attractive piece that encourages your customers to read the information and gain a broader understanding of the issues. Our pricing includes the development of a print-ready PDF.

Raftelis will deliver final press-ready documents for Fontana to print and mail to all parcel owners and customers of record. Please note that Raftelis does not undertake preparing the mailing list or printing and mailing. The City is in the best position to compile property owners' and customer account addresses and know which ones are valid. The City is encouraged to work with its preferred printing vendor; otherwise, Raftelis can provide recommendations for printers that many of our California clients use to print and mail the Proposition 218 public notices successfully.

Protests are a crucial part of any Proposition 218 process. To ensure that protests are collected and considered in a manner that aligns with the public's expectations, Raftelis will work with Fontana staff to develop a system that prioritizes transparency and credibility. We would begin by assessing the City's capacity to accept protests and integrate our staff into the tabulation and interpretation of the results. As a starting point, we recommend that protests be sent to the City Clerk for collection. On the day before the public hearing, a Raftelis team member will join the City Clerk to tabulate protests. A formal system will be determined during the kickoff meeting.

For the public hearing, Raftelis will prepare meeting materials and present study results. The Raftelis team has presented in at least 50 public hearings and is skilled at clearly and concisely explaining the need for rate increases and the risks of inaction. Presentation materials will be provided to Fontana's leadership team for review and comment.

Task 8: Public Outreach & Communications Materials

Comprehensive rate studies, Cost-of-Service analyses, and the Proposition 218 process are strategic opportunities, not just legal requirements. They provide an avenue to communicate the value of your service, build crucial community trust, and foster a deeper understanding of the utility. Raftelis' Strategic Communication Services group will help you capitalize on these opportunities by developing strategic communication materials that are tailored to your audiences and their specific priorities.

The tasks listed below are based on our previous experiences developing public outreach and communications materials. Our proposed consulting fee reflects these tasks. Our proposed services can be modified to meet the City's specific needs.

Research and Planning

Before starting communications work, we conduct thorough research in close collaboration with Fontana staff, stakeholders, and Raftelis rate study managers to ensure alignment. This includes analyzing customer segments and concerns, consulting with technical experts to integrate financial insights, identifying issues that may influence perceptions, and applying proven best practices from similar Proposition 218 processes. These insights guide the development of clear messaging and outreach strategies tailored to stakeholder needs.

Through this process, we will develop a strategic communications framework that includes a key message platform, communications channels, tactical recommendations based on the study and the community, and a timeline that outlines key engagement dates and the publishing scheduling for the Proposition 218 notice to ensure a smooth and coordinated effort.

Public Outreach Materials

The art of conveying complex information in an accessible manner is crucial, especially when it involves subjects as impactful as rate changes. Recognizing the importance of this, we propose a multifaceted approach to present the proposed rate adjustments and contextualize them within the broader narrative of the City of Fontana's financial health and operational necessities.

To achieve this, we'll develop key messaging and engaging materials, each designed to demystify the process and explain the rationale behind the rate adjustments. These materials will be delivered to the City with two rounds of revisions included.

These will include the following items, adjusted for use online, at in-person meetings, and in Proposition 218 notices:

- **Frequently Asked Questions (FAQs):** Designed for online accessibility and as a tool for your staff, this comprehensive list will address common concerns and queries, grounding decisions in Fontana's current financial standing and the meticulous rate study process.
- **Fact Sheets:** A one-page visually organized document that summarizes key project details in a clear, accessible format for quick stakeholder reference.
- **Rate Comparison Charts:** Rate comparison charts are a visual tool that display current and proposed sewer rates alongside those of comparable utilities, allowing stakeholders to quickly assess how Fontana's rates align within the regional context, or comparing the rates between different types of customers.
- **Graphics:** Visual elements, such as charts, diagrams, and illustrations, can simplify complex information and make key aspects of the sewer rate study clear and engaging for stakeholders across print and digital formats.

Our team will ensure designs meet the City's printing vendor specifications. Printing services are available through Raftelis at an additional cost.

Public Engagement Meetings

Our proposed consulting fee includes the cost of one onsite public meeting.

Task 9: Public Meetings and City Council Presentations

Our proposed consulting fee assumes that Raftelis will support City staff at two public meetings and at two City Council meetings (a total of 4 onsite meetings). In consultation with City staff, we will prepare the agendas and presentations materials for each public meeting and City Council presentation.

Task 10: Microsoft Excel Financial Model

Raftelis designs financial planning models tailored to the specific needs of our clients. The financial planning model we develop will be provided to the City at the end of our consulting engagement at no extra costs. The Microsoft Excel model will include financial planning, cost allocation, rate design and customer bill impact modules. This financial planning module will allow for virtually unlimited inputs for items such as inflation factors, customer class demand, percentage revenue increases, capital improvement expenditures and external debt financing. As a separate service not included in our proposed consulting fee we can provide onsite model training for City staff.



Raftelis will develop a customized financial model that incorporates a dashboard to allow you to easily run scenarios and see the impacts in real time. Shown here is a sample dashboard that we developed for another project.

SCHEDULE

Raftelis will complete the scope of services within the timeframe shown in the schedule below. The proposed schedule assumes a notice-to-proceed by the beginning of December 2025 and that Raftelis will receive the needed data in a timely manner and be able to schedule meetings as necessary. Project completion is estimated for June 2026 with updated rates effective on July 1, 2026.

TASKS	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026
1. Project Initiation and Data Collection	●	Kick-off meeting			Rates effective July 1, 2026			●
2. Financial Planning								
3. Cost of Service Analysis								
4. Development of Proposed Rates								
5. Review of Customer Service Fees								
6. Comprehensive Report								
7. Assistance with Proposition 218 Noticing					●	Issue Prop 218 notice		
8. Public Outreach and Communications Materials								
9. Public Meetings and City Council Presentations								
10. Microsoft Excel Financial Model								

● Web Meetings

● Deliverables

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

Sewer Rate Study

DE-26-77-SP / DECEMBER 4, 2025 / COST PROPOSAL

The following table provides a breakdown of our proposed fee for this project. This proposed fee is fully negotiable. This table includes the estimated level of effort required for completing each task. Expenses include costs associated with travel and a \$10 per hour technology charge covering computers, networks, telephones, postage, etc.

Our scope of work includes the number of in-person and/or virtual meetings shown in the table below. Should the City require additional meetings or presentations to stakeholders, these can be arranged upon request at an added cost, which will be determined based on the scope and content of the meeting and/or presentation requested.

Tasks	Meetings		Hours								Total Fees & Expenses
	Virtual	In Person	John Mastracchio	Angie Flores	John Wright	Consultant	Matt Wittern	Creative Services	Admin	Total Hours	
1. Project Initiation and Data Collection		1		4	4				1	9	\$4,620
2. Financial Planning	2			2	4	20				26	\$6,970
3. Cost of Service Analysis	2			2	4	20				26	\$6,970
4. Development of Proposed Rates	2		1	2	4	20				27	\$7,405
5. Review of Customer Service Fees	2			1	6	8				15	\$4,405
6. Comprehensive Report	2		1	1	6	24				32	\$8,680
7. Assistance with Proposition 218 Noticing	2				4	4	16	4		28	\$7,960
8. Public Outreach and Communications Materials		1					68	20		88	\$25,910
9. Public Meetings and City Council Presentations		4		32	32	8				72	\$31,720
10. Microsoft Excel Financial Model											
Total Meetings / Hours	12	6	2	44	64	104	84	24	1	323	–
Hourly Billing Rates	–	–	\$425	\$375	\$340	\$230	\$295	\$170	\$100	–	–
Total Professional Fees	–	–	\$850	\$16,500	\$21,760	\$23,920	\$24,780	\$4,080	\$100	–	\$91,990
Travel Expenses											\$9,420
Technology Fee											\$3,230
ADA Compliance Fee											\$0
Total Expenses											\$12,650
Total Fees & Expenses											\$104,640



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0725

Agenda #: O.

Agenda Date: 1/13/2026

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Final Acceptance of Perimeter Street, Storm Drain, Sewer and CFD Landscape Improvements for Tract No. 18974

RECOMMENDATION:

1. Accept as complete the perimeter street, storm drain, sewer and CFD landscape improvements for Tract No. 18974 along Knox Avenue and Havana Court.
2. Adopt **Resolution No. 2026-001**, accepting sewers in Tract 18974 as part of the City sewer system.

COUNCIL GOALS:

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

DISCUSSION:

Masters Development, LLC constructed street, streetlight, storm drain and sewer improvements for Tract No. 18974 along Knox Avenue and Havana Court. The final tract map for TR 18974 was recorded on May 26, 2020, included a new street name of "Baltray Way". On August 4, 2020, a Certificate of Correction was filed with the San Bernardino County Recorder's Office to officially change the street name to "Havana Court". The street name "Havana Court" is the correct street name as issued by the Planning Department.

The street, storm drain, sewer and CFD landscaping improvements for Tract No. 18974 are complete and acceptance by the City Council is required pursuant to Fontana Municipal Code, Section 26-184 (b). Acceptance of the sewer system is limited to the frontage located on Havana Court. The streetlight improvements are installed by Southern California Edison (SCE) and will be an SCE facility, therefore, acceptance by the City Council is not required.

The street, storm drain, sewer and CFD landscaping improvements have been completed to the satisfaction of the Department of Engineering. By accepting the subdivision as complete, the City will be taking over the maintenance of these improvements. SCE will be taking over the maintenance of the streetlight improvements.

This action will also authorize the release of Faithful Performance Bonds, which were posted to

guarantee performance of the Subdivision Agreement. It will also authorize the release of Labor and Materials Bonds after six (6) months and Warranty Bonds after (12) months, less the total of any claims received by this date.

The street, storm drain and sewer improvements have met all Conditions of Approval, and the improvements were inspected by the Department of Engineering.

Tract Map No.	Bond No.	Bond Amount	Bond Type
18974	39K000456	\$292,352.65	Faithful Performance and Labor & Materials
18974	39K000456	\$292,352.65	Warranty

FISCAL IMPACT:

As part of this action to accept as complete the street, storm drain, sewer and CFD landscaping improvements for Tract No. 18974, this subdivision will be deemed complete and the City will take over the operation and maintenance of public streets and infrastructure. Appropriate funding for the maintenance work is included in the FY 2025-2026 budget in the Public Works & Engineering Department, under the Utilities & Streets Division.

MOTION:

Approve staff recommendation.

RESOLUTION NO. 2026-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, ACCEPTING THE SEWER SYSTEM IN HAVANA COURT FOR TRACT NO. 18974 AS PART OF THE CITY'S SEWER SYTEM.

WHEREAS, Section 23-388 of the Fontana Municipal Code provides that each addition to or extension of the sewer systems shall be accepted by Resolution of the City Council of Fontana ("City Council"); and

WHEREAS, this Resolution shall contain the terms of any special consideration which shall apply to the sewer so accepted; and

WHEREAS, City Council intends to accept the sewer system along Havana Court for Tract No. 18974 as a part of the City of Fontana sewer system; and

WHEREAS, there is no special consideration that shall apply to the sewer system accepted herein.

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

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The City Council hereby accepts the sewer system along Havana Court for Tract No. 18974 as a part of the City of Fontana's sewer system.

Section 3. The City Council hereby finds that this Resolution is exempt from further environmental review pursuant to the California Environmental Quality Act (Pub. Resources Code, §§21000 et seq.) ("CEQA") because, pursuant to section 15378(b)(4) of the California Code of Regulations, this Resolution does not constitute a "project" because it constitutes merely the establishment of government fiscal activities that do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. Therefore, City staff is hereby directed to file a Notice of Exemption with the County Clerk within three (3) days following the adoption of this Resolution.

Section 4. If any section, subsection, paragraph, sentence, clause or phrase of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

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

APPROVED AND ADOPTED this 13th day of January, 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 13th day of January, 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

SUBDIVISION IMPROVEMENT AGREEMENT

Tract Map No.: 18974

(Date of Subdivision Map Recordation: 8)

THIS AGREEMENT is between the City of Fontana, a municipal corporation, County of San Bernardino, State of California ("City") and Masters Development, LLC ("Subdivider");

WHEREAS, the application for tentative Tract Map No. 18974, was conditionally approved on 10-18-2016; and

WHEREAS, Subdivider is the owner of that certain parcel of land defined by the Final Map and Subdivider proposes to do and perform certain work of improvement thereon as set forth in this agreement; and

WHEREAS, City desires to assure that the proposed improvements will be done in a good workmanlike manner and in accordance with the laws and standards now in force and effect in the City, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, Subdivider declares acknowledgement the pertinent regulations contained in the City Code and in the Subdivision Map Act (Government Code Sections 66410 to 66500) and agrees to comply therewith; and

WHEREAS, a Final Map of the subdivision, prepared in accordance with the City's Subdivision Ordinance, has been filed by Subdivider with City for approval by the City Council;

NOW THEREFORE, in consideration of the approval and acceptance of the Final Map by the City Council and the acceptance of easements therein offered for dedication for street, utility, and other public purposes and the covenants herein contained, the parties hereto mutually covenant and agree as follows:

1. General requirements:

Subdivider shall, at its own cost and expense, provide all required tests, design work, equipment, materials and labor in order to complete all of the improvements as associated with the requirements per the approved project or to the satisfaction of the City Engineer of the City of Fontana. All required improvements have an estimated cost of construction totaling

(\$ 292,352.65) as shown on Exhibit "A". Improvements are shown on approved plans on file with City Engineer.

The estimated cost of construction set forth in Exhibit "A" is for estimation purposes only, and for calculation of the amount of securities

City Council, less the total of all claims to which the City has been given proper notice.

Securities may be released upon the final completion and acceptance of the work subject to the provisions herein. The City Council, in its absolute discretion, may release a portion of the security given for faithful performance of the improvement work as the improvement progresses upon application thereof by the Subdivider.

3. **Time of Completion:**

All of the required improvements shall be completed within 24 months from the effective date of this agreement. If the work is not completed within the specified time period because of acts of God, the public enemy, the City, or because of fire, flood, epidemic, quarantine restrictions, strikes or freight embargoes, the Subdivider shall be entitled to an extension beyond the specified time period for a period equal to the length of such delay within ten days from the beginning of such delay.

In addition to the extension for the reasons referenced in the foregoing paragraph, Subdivider may submit a written request, Exhibit "B", for a discretionary extension of the time for completion of the improvements to the City Engineer. The City Engineer may grant or reject such extension, in whole or in part or with conditions, in his sole discretion. If an extension of time is granted it shall in no way affect the validity of this contract or release the surety on the securities referenced herein.

In the event that Subdivider fails to complete the improvements within the required period or any approved extension, the City may complete the work and shall be entitled to recover the full cost and expenses thereof from Subdivider, or his surety as herein provided. If City pursues completion of the improvement work, it may require Subdivider, or his surety, to pay the City in advance, sufficient monies to cover the City's cost in completing construction of the improvements.

Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not commence running until Subdivider, or Subdivider's surety pursuant to Section 2 of this Agreement, has provided the City Engineer with written notice of Subdivider's intent to abandon or otherwise not complete the improvements.

4. **Effective Date of Agreement:**

This Agreement shall not become effective unless and until the Subdivision Map has been approved by the City Council of the City of Fontana and also accepted

9. **Superintendence by Subdivider:**

Subdivider shall personally supervise all work involved in the improvements, or shall designate a competent foreman or superintendent, satisfactory to the City Engineer, to supervise the work at all times during progress, with authority to act for Subdivider. In the event satisfactory superintendence is not being exercised by the Subdivider, the City Engineer may order suspension of all work within the subdivision until the deficiency is adequately corrected.

10. **Repair and Replacements:**

Subdivider shall replace, or have replaced, or repair, or have repaired, as the case may be, or pay to the owner the entire cost of replacement or repairs, for all survey monuments or for any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or by the City or by any public or private corporation, or by any person whomsoever or by combination of such owners. Any such repair or replacement shall be completed in a reasonable manner and subject to the approval of the City Engineer and affected property owner.

11. **Inspection by City:**

Subdivider shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops where the work is in preparation. The cost of inspections shall be paid by the Subdivider.

12. **Approval by City Engineer.**

All required improvements shall be constructed under the inspection of and subject to approval of the City Engineer. Therefore, it is mutually agreed by the parties hereto that the City Engineer shall have the right to reject any or all of the work to be performed under this contract if such work does not conform to the plans and specifications set forth herein or the City's Codes and standards. Any damage to the improvements (existing or new) that occurs during the course of work performed under this Agreement shall be repaired or replaced, by the Subdivider, to the satisfaction of the City Engineer before the final acceptance of completed work and release of security.

13. **Liability for Performance Injury or Damage:**

Neither the City nor any of its officers or agents shall be liable to Subdivider or its contractors for any error or omission arising out of or in connection with any work to be performed under this contract. Additionally, the City shall not be liable to the Subdivider or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any

acceptance and approval of any or all of the required improvements in said subdivision.

16. **Relationship of Contractors:**

It is hereby mutually covenanted and agreed by the parties hereto that Subdivider's contractors are not agents of the City, if any, are those of independent contractors.

17. **Repair or Reconstruction of Defective Work:**

If, within a period of up to one year after City Council acceptance of the improvement work performed under this Agreement, any of the improvements for work done under this Agreement fails to fulfill any of the requirements of this Agreement, or the specifications referred to herein, Subdivider shall without delay and without any cost to the City (upon receipt of written notice from the City), repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Subdivider can be notified, City may, at its own option, make the necessary repairs or replacements or perform the necessary work and offset that amount against any security pledged by Subdivider for faithful performance, labor and materials, or warranty obligations under this agreement.

18. **Warranty:**

Without limiting the foregoing, Subdivider warrants and guarantees: materials used and workmanship performed on said work for a period of one (1) year after completion and acceptance thereof by the City, and the setting of all required Final Map monuments.

19. **Assignment:**

This agreement shall not be assignable by Subdivider without written consent of City.

ACKNOWLEDGMENT

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

State of California
County of San Bernardino

On January 22, 2020 before me, N. Cruz, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Signature]

(Seal)

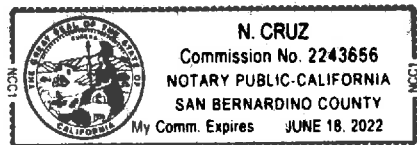


Exhibit “A”

**SUBDIVISION IMPROVEMENT
AGREEMENT**

INSERT ENGINEER’S

COST ESTIMATE

IN THIS SPOT

Revised – RC – 10/31/16

ACKNOWLEDGMENT

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

State of California
County of San Bernardino

On January 22, 2020 before me, N. Cruz, Notary Public
(insert name and title of the officer)

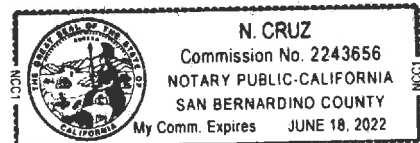
personally appeared Tayseer Mohamad,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature 

(Seal)



APPROVED

11/27/19
KJ

STAFF USE ONLY
ENGINEERING PC NO.

ELPC19-025

**CITY OF FONTANA
ENGINEERING DEPARTMENT
COST ESTIMATE **EXHIBIT "A"*****

SHEET 1

DATE: 10/23/19
DEVELOPER: Masters Development, LLC
ENGINEER: HP Engineering, Inc.
PHONE NO.: 909 335-8238

PROJECT NAME: _____
TRACT MAP NO.: 18974
PARCEL MAP NO.: _____

STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
6" CURB & GUTTER	484	L.F.	17.00	8,228.00
8" CURB & GUTTER	253	L.F.	19.00	4,807.00
8" THICK CROSS GUTTER	888	S.F.	11.00	9,746.00
4" SIDEWALK	4,301	S.F.	5.00	21,505.00
ACCESS RAMP	2	EA	2500.00	5,000.00
DRIVE WAY APPROACHES	900	S.F.	11.00	9,900.00
ASPHALT CONCRETE DIKES		L.F.	11.00	
FOG SEAL		S.F.	.10	
IMPORTED EMBANKMENT		C.Y.	10.00	
PREPARATION OF SUBGRADE	14,490	S.F.	.50	7,245.00
*A.C.	381	TON	90.00	34,290.00
*A.C. OVERLAY (1" MIN. THICKNESS)	3,420	S.F.	.80	2,736.00
**PCC CURB ONLY (MEDIAN)		L.F.	16.00	
ADJUST SEWER MANHOLE TO GRADE		EA	500.00	
ADJUST SEWER CLEAN OUT TO GRADE		EA	300.00	
ADJUST WATER VALVES TO GRADE		EA	250.00	
BARRICADES		L.F.	40.00	
2 X 4 REDWOOD HEADER	91	L.F.	5.00	455.00
*REMOVAL OF A.C. PAVEMENT	342	S.F.	.66	225.72
**REMOVAL OF P.C.C. CURB		L.F.	6.00	
*REMOVAL OF A.C. BERM		L.F.	5.00	
RETAINING WALL H=2 1/2 FT. OR LESS		L.F.	40.00	
BLOCK WALL H=6 FEET		L.F.	50.00	
AGGREGATE BASE	477	TON	30.00	14,310.00
GUARD POSTS		EA	70.00	
GUARD PANEL (WOOD)		L.F.	40.00	
SAWCUT	342	L.F.	3.50	1,197.00
REFLECTORS AND POSTS		EA	100.00	
STREET SIGNS	2	EA	250.00	500.00
		EA		
		EA		
		EA		
		EA		

STREET IMPROVEMENT SUBTOTAL

120,144.72

* A.C. ASPHALTIC CONCRETE
** P.C.C. PORTLAND CONCRETE CEMENT
Revised 12/1/2016 - GM/BG



TRAFFIC SIGNALS/SIGN/STRIPING

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
TRAFFIC SIGNAL MODIFICATION:				
ONE CORNER		L.S.	50K	
TWO CORNERS		L.S.	100K	
TRAFFIC SIGNAL NEW		L.S.	250K	
PAINT TRAFFIC STRIPE (1 COAT)	52	L.F.	2.40	124.80
PAINT TRAFFIC STRIPE(2 COATS)		L.F.	.65	
PEDESTRIAN CROSSWALK STRIPING		L.F.	.65	
PAVEMENT MARKER (NON REFLECTIVE)		EA	2.50	
PAVEMENT MARKER (REFLECTIVE)	1	EA	4.00	4.00
REFLECTORS AND POSTS		EA	100.00	
STREET SIGNS		EA	250.00	
		EA		
		EA		
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL				128.80

CFD LANDSCAPE IMPROVEMENTS (BONDING PURPOSES ONLY)

AREA LANDSCAPED	1,302	S.F.	\$12.00	15,704.00
CENTER MEDIAN		S.F.	\$12.00	
LANDSCAPING IMPROVEMENTS SUBTOTAL				15,704.00

Bond No. 39K000456

Premium \$ 5,847.00

**SECURITY BOND FOR FAITHFUL PERFORMANCE OF
SUBDIVISION AGREEMENT**

Tract Map No.: 18974

WHEREAS, the City Council of the City of Fontana, State of California, and, Masters Development, LLC ("Principal") have entered into an agreement dated 01-22-2016 (the "Agreement") which is incorporated herein by reference, in which Principal has agreed to construct, install and complete certain designated public improvements; and

WHEREAS, under the terms of the Agreement, Principal is required to file before commencing work a good and sufficient payment bond with the City of Fontana to secure faithful performance of the terms of the Agreement.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held and firmly bound unto the City of Fontana in the sum of Two Hundred Ninety Two Thousand Three Hundred Fifty Two and 65/100 (\$ 292,352.65), to assure faithful performance of all terms and conditions of the Agreement.

This bond shall be and remain in full force and effect, and shall indemnify and hold harmless the City of Fontana, its officers, agents and employees until all terms, covenants, provisions and conditions of the Agreement, and any agreed upon alterations or additions thereto, are fully and well met and performed by the Principal, his or its heirs, executors, administrators, successors or assigns, to the satisfaction of the City of Fontana in the time and manner specified in the Agreement. Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation bond shall become null and void.

As part of the obligation secured hereby, Principal shall pay, in addition to the face amount of this bond, all costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City of Fontana in successfully enforcing such obligation, as may be awarded by a court of competent jurisdiction in any judgement upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

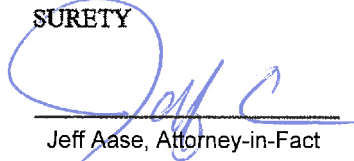
IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes as deemed an original, have been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 22nd day of January, 2020.

Masters Development, LLC
PRINCIPAL



(NOTARIZATION AND SEAL)

The Ohio Casualty Insurance Company
SURETY



Jeff Aase, Attorney-in-Fact

(NOTARIZATION AND SEAL)

NOTE: Please Attach Notary
Acknowledgement and
Power of Attorney.

ACKNOWLEDGMENT

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

State of California
County of San Bernardino

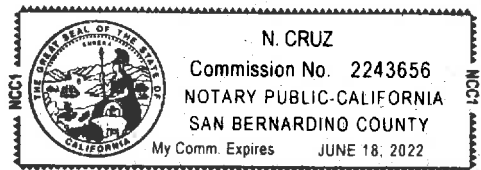
On January 22, 2020 before me, N. Cruz, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8201747-024130**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jeff Aase, Sylvia Caneva, Rachel G. Holbrook, Justin Buenaventura, Kevin John Comstock, Colby Craig, Jeffrey R. Davis, Amber DelCognale, Oscar Zachary Gallegos, Craig Jorgensen, Jacki Rodman Layfield, Trisha Bella Locke-Zamora, Trisha Bella Locke-Zamora, Alfonso Lujan, William Mingram, Kevin J. Phillips, Daniel P. Phillips, Thomas J. Rough, John S. Rough, John Strong, John Van Bokkelen, Jennifer Wayne all of the city of Los Angeles state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 5th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of January, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Bond No. 39K000456
Premium \$ Included in Performance Bond

**SECURITY BOND FOR LABOR AND MATERIALS OF
SUBDIVISION AGREEMENT**

Tract Map No.: 18974

WHEREAS, the City Council of the City of Fontana, State of California, and Masters Development, LLC ("Principal") have entered into an agreement dated 01-22-2020 (the "Agreement") which is incorporated herein by reference, in which Principal has agreed to construct, install and completed certain designated public improvements; and

WHEREAS, under the terms of the Agreement, Principal is required to file before commencing work a good and sufficient payment bond with the City of Fontana to secure the claims allowed in California Civil Code Sections 3082 et seq.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held firmly bound unto the City of Fontana and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the above referenced sections of the Code of Civil Procedure in the sum of Two Hundred Ninety Two Thousand Three Hundred Fifty Two and 65/100 (\$ 292,352.65) materials furnished or labor performed of any kind under the Agreement, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the sum in an amount not exceeding this amount herein set forth above, and in the event legal action is brought upon this bond, the surety will pay, in addition to the face amount of this bond, such costs and reasonable expenses and fees, including reasonable attorney's fees, incurred in successfully enforcing this obligation, as may be awarded and fixed by a court of competent jurisdiction in any judgement entered.

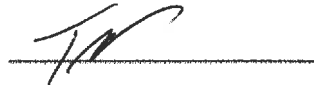
It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of all persons, companies, and corporations entitled to file claims pursuant to Section 3082 et seq. of the California Civil Code.

This bond shall be and remain in full force and effect until all terms and conditions of the Agreement are fully met and performed by the Principal, his or its heirs, executors, administrators, successors or assigns, to the satisfaction of the City of Fontana. Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation bond shall become null and void.

The surety hereby stipulates and agrees that no change, extension of time, alteration to the terms of the Agreement or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

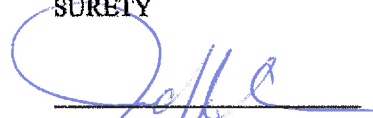
IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original have been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 22nd day of January, 20 20.

Masters Development, LLC
PRINCIPAL



(NOTARIZATION AND SEAL)

The Ohio Casualty Insurance Company
SURETY



Jeff Aase, Attorney-in-Fact
(NOTARIZATION AND SEAL)

NOTE: Please Attached Notary
Acknowledgement and
Power of Attorney

ACKNOWLEDGMENT

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

State of California
County of San Bernardino

On January 22, 2020 before me, N. Cruz, Notary Public
(insert name and title of the officer)

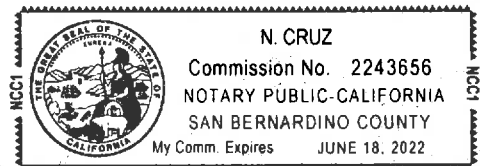
personally appeared Jeff Aase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature [Signature]

(Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8201747-024130**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jeff Aase, Sylvia Caneva, Rachel G. Holbrook, Justin Buenaventura, Kevin John Comstock, Colby Craig, Jeffrey R. Davis, Amber DelCognale, Oscar Zachary Gallegos, Craig Jorgensen, Jacki Rodman Layfield, Trisha Bella Locke-Zamora, Trisha Bella Locke-Zamora, Alfonso Lujan, William Mingram, Kevin J. Phillips, Daniel P. Phillips, Thomas J. Rough, John S. Rough, John Strong, John Van Bokkelen, Jennifer Wayne all of the city of Los Angeles state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 5th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of January, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Bond No. 39K000456

Premium \$ _____

SUBDIVISION WARRANTY OBLIGATION BOND

Tract Map No.: 18974

WHEREAS, The City Council of the City of Fontana, State of California, and, _____
Masters Development, LLC ("Principal") have entered into an agreement dated
01/22/2016 (the "Agreement") which is incorporated herein by referenced, in which Principal
has agreed to warrant and guarantee the installation and maintenance of certain designated public
improvements; and

WHEREAS, under the terms of the Agreement, Principal is required to file before
acceptance of improvements by the City of Fontana a good and sufficient payment bond with
the City of Fontana to secure the performance of its warranty and guarantee obligation under the
Agreement.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held firmly
bound unto the City of Fontana in the sum of Two Hundred Ninety Two Thousand Three Hundred Fifty Two and 65/100
(\$ 292,352.65) to secure the warranty and guarantee of Principal against any defective work or
labor or material furnished in connection with the installation and maintenance of the public
improvements required by the Agreement.

This bond shall be and remain in full force and effect, and shall indemnify and hold
harmless the City of Fontana, its officers, agents and employees until all warranty or guarantee
time periods required under the Agreement following performance of all terms, covenants,
provisions and conditions of the Agreement, and any agreed upon alterations or additions thereto
have expired as to the Principal, his or its heirs, executors, administrators, successors or assigns.
Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation
bond shall become null and void.

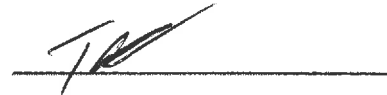
As a part of the obligation secured hereby, Principal shall pay, in addition to the face
amount of this bond, all costs and reasonable expenses and fees including reasonable attorney's
fees incurred by the City of Fontana in successfully enforcing this obligation, as may be awarded
by a court of competent jurisdiction in any judgement upon this bond.

The surety hereby stipulates and agrees that no change, extension or time, alteration or
addition to the terms of the Agreement or the specifications accompanying it shall in any manner
affect its obligation on this bond and surety hereby waives notice of any such change, alteration
or addition.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original, have been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 22 day of January, 2020.

Masters Development, LLC

PRINCIPAL



(NOTARIZATION AND SEAL)

The Ohio Casualty Insurance Company

SURETY



Jeff Aase, Attorney-in-Fact
(NOTARIZATION AND SEAL)

NOTE: Please Attached Notary
Acknowledgement and
Power of Attorney

ACKNOWLEDGMENT

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

State of California
County of San Bernardino

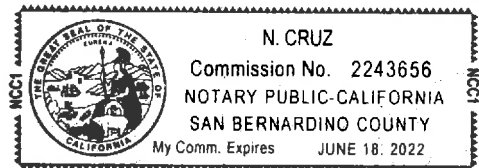
On January 22, 2020 before me, N. Cruz, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201747-024130

POWER OF ATTORNEY

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Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

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COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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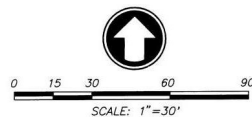
By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

JULY, 2018

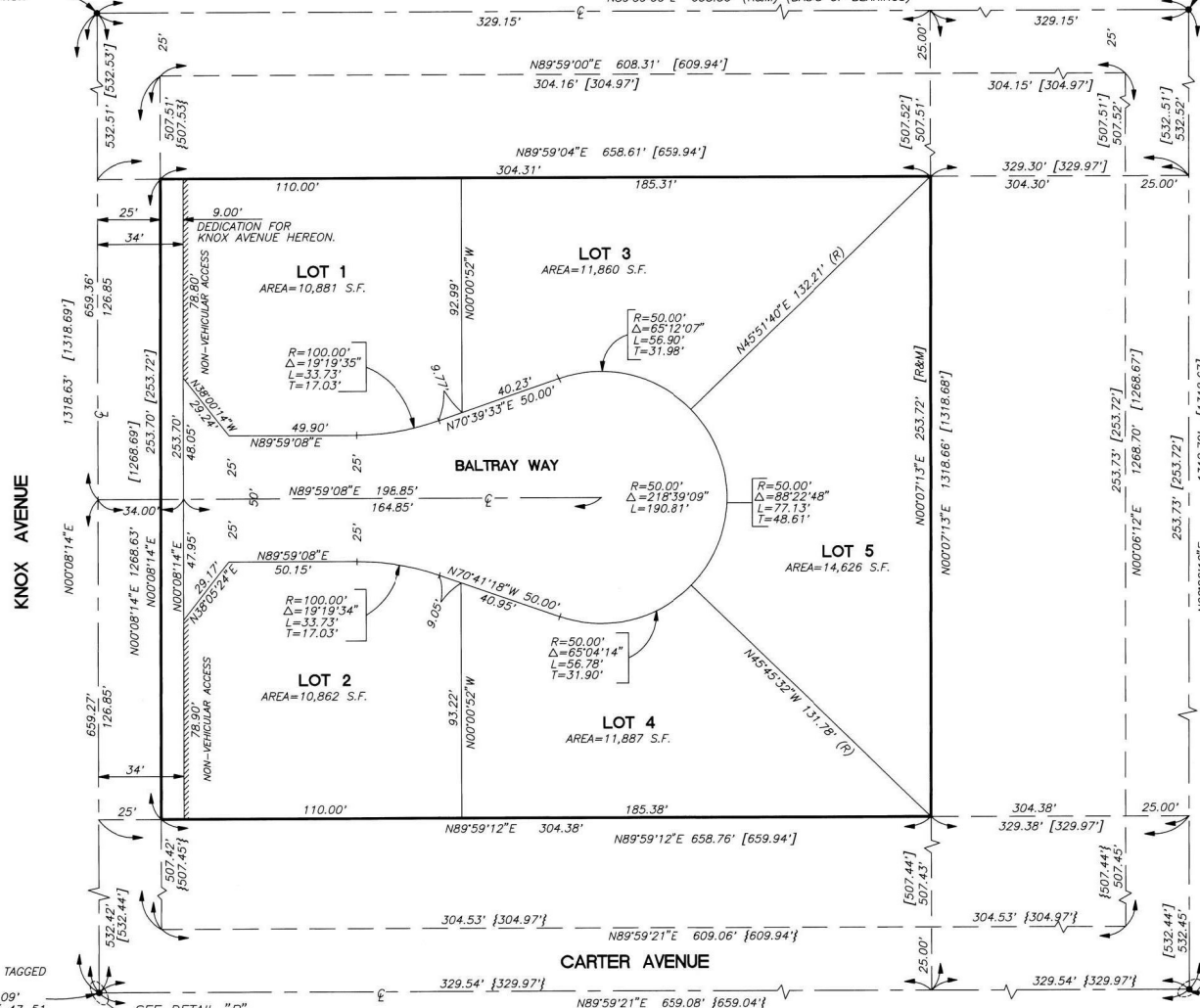
FOUND 1" I.P. TAGGED
S.B.CO. SURV.
PER M.B. 300/93-98,
R.S. 49/62
ACCEPTED AS CENTERLINE
INTERSECTION



CURTIS AVENUE

SECTION 25, TOWNSHIP 1 NORTH, RANGE 6 WEST, SBM

N89°59'00"E 658.30' (R&M) (BASIS OF BEARINGS)



2-E 1318.70' [13
COOPER AVENUE

SURVEYOR'S NOTES:

1. BASIS OF BEARINGS IS THE CENTERLINE OF CURTIS AVENUE
AVENUE BEING NORTH 89°59'00" EAST PER MB 300/93-98
2. ● INDICATES FOUND MONUMENT AS NOTED.
3. ○ INDICATES SET 1" IRON PIPE AND TAG L.S. 6048
4. 1" I.P. TAG L.S. 6048 TO BE SET AT ALL LOT CORNERS
5. "//////" DENOTES VEHICULAR ACCESS RIGHTS RELINQUISHED HEREON
6. () INDICATES RECORD INFORMATION PER MB 300/93-98
7. [] INDICATES RECORD INFORMATION PER MB 31/51
8. { } INDICATES RECORD INFORMATION PER RS 116/47-51
9. R&M INDICATES RECORD AND MEASURED INFORMATION

SEE DETAIL "A"

FOUND 1" I.P. NO TAG
N00°06'12"E 0.15'
PER R.S. 116/ 47-51



Recorded in Official Records
County of San Bernardino

Bob Dutton
Assessor-Recorder-County Clerk

DOC # 2020-0270197

Recording Request by City of Fontana

When Recorded mail to
City Engineer
City of Fontana
8353 Sierra Ave.
Fontana, CA 92335

08/04/2020
01:29 PM
SAN
I4311

Titles: 1 Pages: 1
Fees: \$14.00
Taxes: \$0.00
CA SB2 Fee: \$75.00
Total: \$89.00

CERTIFICATE OF CORRECTION

I, Henry C. Poquiz, certify that I am a Licensed Surveyor of the State of California; that a survey was prepared under my supervision and direction as Tract Map 18974; that said Tract Map was filed on May 26, 2020, in Book 355 of Tract Maps, at pages 56 and 57, in the office of the Recorder of San Bernardino County, California.

That the following Street name on said Tact Map is incorrect as follows:

a. Beltray Way

And is corrected as follows:

a. Havana Court


The present Fee Title owners/Ownership of the Property are not affected by the corrections.


Henry C. Poquiz, L.S. 6048, Registration expires 6/30/21 Date: 7/30/20



CITY ENGINEER'S STATEMENT

This Certificate of Correction has been examined by the undersigned and discloses that the changes are authorized by and comply with Government Code Section 66469 of the Subdivision Map Act.


Ricardo Sandoval, P.L.S. 7407, Registration expires 12/31/21 Date: 8-3-20



CITY INDEX NO. _____

TRACT MAP NO. 18974

IN THE CITY OF FONTANA, SAN BERNARDINO COUNTY, CALIFORNIA
BEING A SUBDIVISION OF LOTS 80 AND 81, TRACT NO. 2177, RECORDED IN MAP BOOK 31,
PAGE 51, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA.
STATE OF CALIFORNIA
HP ENGINEERING, INC.

JULY, 2018

SECTION 25 TOWNSHIP 1 NORTH, RANGE 6 WEST, SBM

NUMBER OF NUMBERED LOTS = 5 LOTS
GROSS AREA = 1.77 ACRES
NET AREA = 1.38 ACRES

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD
TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THE ANNEXED MAP,
AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS SUBDIVISION MAP,
THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC
PURPOSES:

KNOX AVENUE AND BALLYWAY WAY FOR PUBLIC STREET AND UTILITY PURPOSES
SHOWN HEREON.

WE ALSO HEREBY DEDICATE TO THE CITY OF FONTANA, ALL RIGHTS OF VEHICULAR
ACCESS OR EGRESS FROM, OVER AND ACROSS LOT 1 ADJUTING KNOX AVENUE.
MASTERS DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

SECRETARY

Mo Hamid Tayseer Mohamed

NOTARY ACKNOWLEDGMENT:

I, A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE, VERIFIES ONLY
THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS
CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY
OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ON 10/28/2019 BEFORE ME, Evelyn Pagan NOTARY PUBLIC,
PERSONALLY APPEARED Mo Hamid Tayseer Mohamed
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED
TO ME THAT HE/SHE/IT/HEM/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED
CAPACITIE(S), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED
THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF
CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND Evelyn Pagan, MY COMMISSION EXPIRES 04/18/2021
PRINTED NAME: Evelyn Pagan
THE COUNTY OF MY PRINCIPAL BUSINESS IS: San Bernardino
Commission # 2181457

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE, VERIFIES ONLY
THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS
CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY
OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ON 10/28/2019 BEFORE ME, Mo Hamid Tayseer Mohamed NOTARY PUBLIC,
PERSONALLY APPEARED Mo Hamid Tayseer Mohamed
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED
TO ME THAT HE/SHE/IT/HEM/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED
CAPACITIE(S), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED
THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF
CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND Mo Hamid Tayseer Mohamed, MY COMMISSION EXPIRES
PRINTED NAME: Mo Hamid Tayseer Mohamed
THE COUNTY OF MY PRINCIPAL BUSINESS IS: San Bernardino

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A
FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP
ACT AND LOCAL ORDINANCES WITH THE REQUEST OF TAYSEER MOHAMADI ON MARCH 1,
2018. I HEREBY STATE THAT ALL MONUMENTS SHOWN ARE OF THE CHARACTER AND
LOCATION AS SHOWN ON THE SURVEY MAP. THE SURVEY MAP SHOWS THE MONUMENTS
WITHIN ONE YEAR OF MAP RECORDATION, AND THAT THE MONUMENTS ARE OR WILL
BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP
SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE: 10/24/19

HENRY C. RODRIGUEZ, S. 6048
LICENSE EXPIRES 9-30-21



CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT THE SUBDIVISION
SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE
PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES OF THE
CITY OF FONTANA HAVE BEEN COMPLIED WITH, AND I AM SATISFIED THAT THIS
MAP IS TECHNICALLY CORRECT.

DATE: 4-29-20

RICARDO SANDOVAL, P.L.S. 7407
LICENSE EXPIRES 9-30-21
CITY OF FONTANA



CITY OFFICIAL'S STATEMENT:

AT THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FONTANA, STATE OF
CALIFORNIA, HELD ON THE 16 DAY OF APRIL, 2020, SAID CITY COUNCIL
APPROVED ON BEHALF OF THE CITY OF FONTANA ANNEXED MAP OF TRACT NO. 18974 AND
ACCEPTED THE FOREGOING DEDICATIONS IN ACCORDANCE WITH CITY OF FONTANA STANDARDS.
THIS PROCEEDURE IS THE TRUE AND COMPLETE PROCEDURE APPROVED BY THE CITY COUNCIL
ON THE 16 DAY OF APRIL, 2020

ATTEST:

Richard Sandoval
CITY CLERK, CITY OF FONTANA

Acting

BOB DUTTON
ASSessor-Recorder-County
2020-0173197

CONFORMED COPY
Copy of document recorded
Has not been compared with original.

Auditor-Controller/Treasurer/Tax Collector's Certificate

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE,
AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY
SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL
TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE, ESTIMATED TO BE
\$ 2,700

ENSEN MASON
COUNTY AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
COUNTY OF SAN BERNARDINO, CALIFORNIA

DATE: 5-21-20

BY: [Signature]
DEPUTY

BOARD OF SUPERVISORS' CERTIFICATE:

HEREBY CERTIFY THAT A BOND OF SUPERVISORS HAS BEEN EXECUTED
AND THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO
ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL
ASSESSMENTS, COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP
WAS PAYABLE AND THAT THE SUPERVISOR HAS FILED WITH ME THE PROPER
OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND ASSESSMENTS, AND
SAID BOND IS NOT ACCEPTED.

DATE: 5-21-20

OF SAN BERNARDINO
COUNTY CLERK

LYNN HENNEL
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO

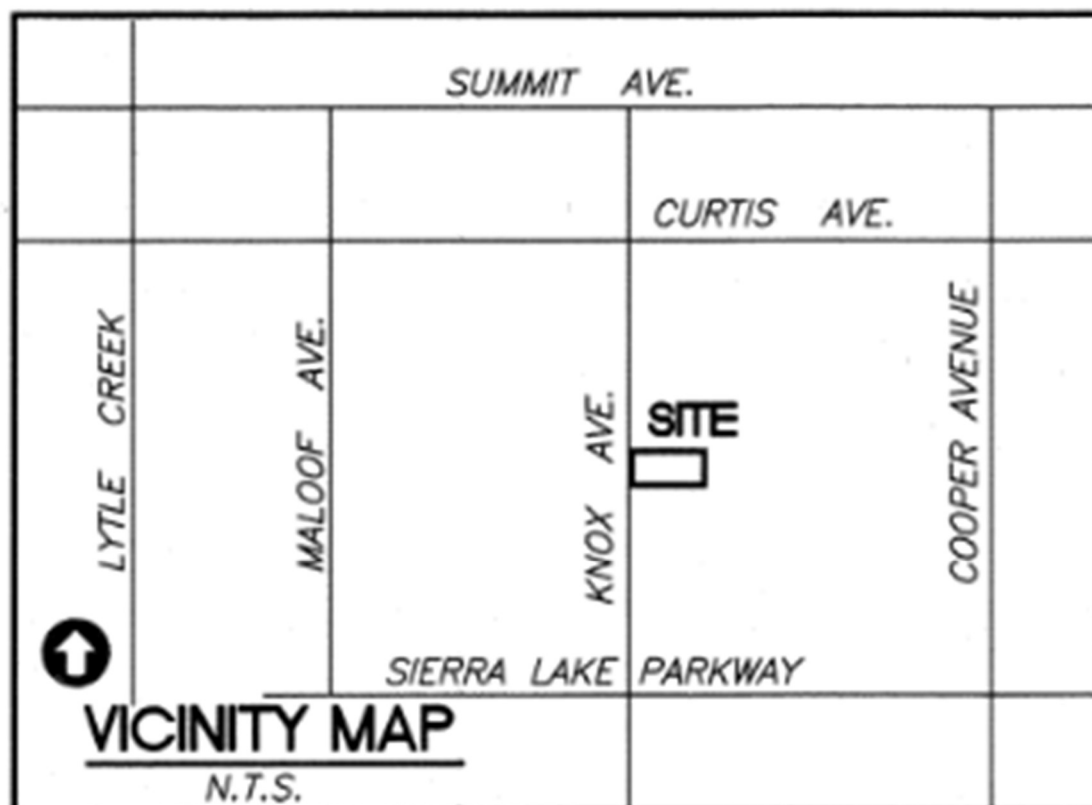
BY: [Signature]
DEPUTY

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE:

THIS MAP HAS BEEN FILED UNDER DOCUMENT
NUMBER 2020-0173197. THIS 26th DAY
OF MAY, 2020 AT 11:47 A.M. IN BOOK 355
OF Tax Maps AT PAGE 56-57
AT THE REQUEST OF First American Title
IN THE AMOUNT OF \$ 19.00

BOB DUTTON
ASSessor-Recorder-County
COUNTY OF SAN BERNARDINO, CALIFORNIA

BY: [Signature]
DEPUTY RECORDER





City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0740

Agenda #: P.

Agenda Date: 1/13/2026

Category: Consent Calendar

FROM:

Public Works

SUBJECT:

Award Bid for Heritage Community Center Pool Plastering (PW-26-70-SB)

RECOMMENDATION:

1. Award bid and authorize the City Manager to enter into a construction contract with California Landscape and Design, Inc., for Heritage Community Center Pool Plastering in the amount of \$151,219.00 and authorize a 10% contingency in the amount of \$15,122.00 for a total contract authorization amount of \$166,341.00 (PW-26-70-SB).
2. Approve an appropriation of \$23,341.00 from available fund balance in ORG# 60437000.
3. Authorize the City Manager to execute any related items on the behalf of the City of Fontana for Heritage Community Center Pool (PW-26-70-SB).

COUNCIL GOALS:

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

DISCUSSION:

The two (2) pools located at the Village of Heritage Community Center require replastering due to their age and current condition. \$143,000.00 was approved by the City Council for this project as part of the First Quarter Budget Status Report on October 28, 2025. This funding is currently available in ORG# 60437200.

On December 11, 2025, at 2:00pm, bids for this contract were opened. A total of three (3) bids were received ranging from \$151,219.00 to \$290,665.00. California Landscape and Design, Inc. is the lowest bidder in the amount of \$151,219.00. The engineer's estimate was \$143,000.00. After reviewing the bid responses, Purchasing Division and Public Works staff have determined California Landscape and Design, Inc. to be the lowest responsive and responsible bidder.

FISCAL IMPACT:

Funding for this project in the amount of \$143,000.00 is currently available in ORG# 60437200. Upon approval of this item \$23,341.00 will be appropriated from available balance in ORG# 60437000 and placed into ORG# 60437200 to cover the total contract authorization of \$166,341.00.

MOTION:

Approve Staff Recommendation

Bid Results
Heritage Community Center
Pool Plastering
PW-26-70-SB

California Landscape & Design Upland, CA	\$151,219.00
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Ultimate Pool Remodeling Riverside, CA	\$155,815.00
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USA Construction, LLC Los Angeles, CA	\$290,665.00
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Bid Detail

Project Title	Heritage Community Center Pool Plastering
Invitation #	PW-26-70-SB
Bid Posting Date	11/06/2025 6:41 PM (PST)
Project Stage	Award Pending
Project Due Date	12/11/2025 2:00 PM (PST)
Response Format	Electronic only
Link to Project Reference ID	https://vendors.planetbids.com/portal/14391/bo/bo-detail/135554
Project Type	Bid
Response Types	Line Items Subcontractor Bid Bond Itemized Bid Sheet (required) Proposal Documents (required)
Type of Award	Lump Sum
Categories	93165 - Park, Playground, And Swimming Pool Equipment Maintenance And Repair 96118 - Concrete Resurfacing Services (Swimming Pools, Driveways, Patios, Etc.)
License Requirements	Class "C-53" Specialty License
Restriction Restricted To	None
Department	Purchasing
Address	8353 Sierra Ave Fontana, California 92335
County	San Bernardino
Bid Valid	90 Days
Liquidated Damages	\$1,000 per day of delay
Engineer's Estimate	\$143,000.00
Estimated Bid Value	\$143,000.00
Start/Delivery Date	
Project Duration	30 Working Days
Prevailing Wage	Yes
Cooperative Bid	No
Piggy-backable	No
eBid Notes	

Bid Bond

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

Pre-Bid Meeting Information

Pre-Bid Meeting	Yes - Mandatory
Pre-Bid Meeting Date	11/12/2025 9:00 AM (PST)
Pre-Bid Meeting Location	Heritage Community Center Pool located at 7350 W. Liberty Parkway, CA 92336

Online Q&A

Online Q&A	Yes
Q&A Deadline	12/04/2025 2:00 PM (PST)

Contact Information

Contact Info	Ticha Loera 909-350-6696 tloera@fontanaca.gov
Bids to Owner's Agent	

Description

Scope of Services	The work to be performed under this contract consists of the requirements for plastering, decking maintenance, and fixture upgrades at the City of Fontana’s Heritage Community Center Aquatic Facility.
Other Details	
Notes	
Special Notices	
Local Programs & Policies	

Documents

File Title	File Name	Status
Bid Specifications - PW-26-70-SB	Bid Specifications - PW-26-70-SB Heritage Community Center Pool Plastering.pdf	On Server
Itemized Bid Sheet	Itemized Bid Sheet.pdf	Recalled
REVISED Itemized Bid Sheet	Revised (11.24.25) - Itemized Bid Sheet.pdf	Recalled
REVISED Itemized Bid Sheet	Revised (12.08.25) Itemized Bid Sheet.pdf	On Server
Pre-Bid Job Walk Attendance Sheet	Pre-Bid Job Walk Attendance Sheet PW-26-70-SB.pdf	On Server
Iran Contracting Act Info and Form.pdf	Iran Contracting Act Info and Form.pdf	On Server
Download Cost	\$0.00	

Line Items

Item #	Item Code	Section	Type	Description	UOM	Qty	Reference	Unit Price
1		Section 1		Plastering of Wader Pool	LS	1		
2		Section 1		Plastering of Olympic Pool	LS	1		

Vendor Notification

Agency Notifications 156 City of Fontana vendors notified

11/06/2025 6:41 PM (PST) 154 vendors notified

using Criteria

Category:

93165 - Park, Playground, And Swimming Pool Equipment Maintenance And Repair

96118 - Concrete Resurfacing Services (Swimming Pools, Driveways, Patios, Etc.)

A's Construction (1043947)
1662 w McFadden ave
Santa Ana, California 92704
United States

Contact: Andrew Aguilar
Phone: 714-656-7421
Fax:
Email: Andrew@asconst.org

CADIR, DBE, MBE

AAURBANA LLC (1195906)
5800 South Eastern Blvd
Los Angeles, California 90040
United States

Contact: Pablo Zavala
Phone: 949-615-2167
Fax:
Email: info@aaurbana.com

Absolute Best Concrete Coatings (156364)
1259 W. Alru St.
Bloomington, California 92316
United States

Contact: Stuart Nickel
Phone: 909-963-3585
Fax: 909-421-0327
Email: bigravernickel@yahoo.com

AIM Consulting Services (472645)
12121 Valley Blvd. #206
El Monte, California 91732
United States

Contact: ScottBurkett
Phone: 9092283970
Fax: 9095921271
Email: sburkett@aimcsworld.com

AJB Construction (21651)
15455 Crimson St.
Fontana, California 92336-0789
United States

Contact: PETE FLORES
Phone: 909-262-3232
Fax: 909-646-7731
Email: ajbblockconstruction@gmail.com

MBE

All American Asphalt (21665)
400 E. Sixth St.
Corona, California 92878-2229
United States

Contact: Public Works
Phone: 951-736-7600
Fax: 951-736-7646
Email: publicworks@allamericanasphalt.com

CADIR

ALL AMERICAN BUILDING SERVICES (1304265)
PO Box 802586 9093680773
Santa Clarita, California 91380
United States

Contact: ANTHONY INNABI
Phone: 909-368-0773
Fax:
Email: Bids@allamericanrebuild.com

CADIR

Allied Products Sports Surfacing, Inc. (413335)
2573 Piper Cub Lane
Newberg, Oregon 97140
United States

Contact: John Gearhart
Phone: 971-832-8660
Fax: 971-832-8640
Email: john@alliedproductsllc.com

ALVAREZ CONSTRUCTION (1679851) 427 S NEWTON ST COVINA, California 91723 United States	Contact: GLORIA ALVAREZ Phone: 626-393-5493 Fax: Email: dayleenalvarez@yahoo.com	
american landscape & pools of ca (28116) 85265 damascus ave coachella, California 92236 United States	Contact: roel sanchez Phone: 760-880-1173 Fax: 760-391-9340 Email: americanpoolofca@aol.com	
American Made Coating Company, LLC (1413713) 72991 O72 Road Montrose, Colorado 81401 United States	Contact: Kimberly Bolling Phone: 970-596-3468 Fax: Email: kbolling@amcc.us.com	
ANR Pacific Inc (1500701) 10093 15th st Garden Grove, California 92843 United States	Contact: Andrew Reyes Phone: 949-415-4412 Fax: Email: info@originalturfcompany.com	
Apollo Wood Recovery, Inc (730025) 7225 Edison Ave Ontario, California 91762 United States	Contact: Rose Mascareno Phone: 951-675-8604 Fax: 909-259-1535 Email: rose@apollowoodproducts.com	CADIR, OSB
Aqua Source, Inc (211811) PO Box 1146 Galt, California 95632 United States	Contact: Shari Mazna Phone: 209-745-6401 ext. 155 Fax: 209-745-7179 Email: shari@aquasource.com	
Aquatic Service, Inc. (1092894) 32236 Paseo Adelanto Suite A San Juan Capistrano, California 92675 United States	Contact: Chase Rodriguez Phone: 949-899-2476 Fax: Email: chase@aquatictechnologies.com	
Artesia Sawdust Products, Inc. (21779) 13434 S. Ontario Avenue Ontario, California 91761 United States	Contact: Ayme Lopez Phone: 909-947-5983 Fax: Email: ayme@artesiasawdust.com	OSB
BALTAZAR CONSTRUCTION INC. (1069766) 236 e arrow hwy covina, California 91766 United States	Contact: grace moreno Phone: 606-339-8610 Fax: 626-339-8620 Email: office@baltazargec.com	CADIR, OSB, WBE
Best Wood Chips (1093442) PO Box 2241 Colton, California 92324 United States	Contact: Leticia Arellano Phone: 909-257-6622 Fax: Email: bestwoodchips@yahoo.com	
BnC Secialty Contractors (265586) 962 Eden Valley Way San Jacinto, California 92582 United States	Contact: Barry L Bowles Phone: 951-299-6470 Fax: Email: bncspecialtyc@aol.com	

BPR, Inc. (458466) 461 Las Palomas dr Port hueneme, California 93041 United States	Contact: pat rifley Phone: 805-290-5548 Fax: 855-216-5999 Email: pat@bpr1.com	
Cali Construction Inc (1189432) 15502 Ocaso Ave. La Mirada, California 90638 United States	Contact: Ray Phone: 714-714-2033 Fax: Email: ray@caliconstruction.la	MBE, WBE
California Commercial Fitness (141566) 5382 Wrangler Drive Fontana, California 92336 United States	Contact: Mark A. Kociela Phone: 909-904-8274 ext. 0000 Fax: Email: MKociela@wilkinsfitness.com	WBE
California Waters (351877) 2909 W. Warner Ave. SANTA ANA, California 92704 United States	Contact: ColetteDunwoody Phone: 949-528-0900 Fax: 949-528-0910 Email: cdunwoody@californiawaters.com	
Cheloletty Engineering (1236521) 17931 Lincoln St. Villa Park, California 92861 United States	Contact: Ramiro Acevedo Phone: 714-248-1285 Fax: Email: chelolettyengineering@gmail.com	DBE
Chris Kelley Inc (924086) 1852 Langley Ave Irvine, California 92614 United States	Contact: Chris Childs Phone: 944-925-2118 Fax: Email: chris@cpparks.com	
City Service Paving (1590133) 920 Lawrence St Placentia, California 92870 United States	Contact: Public Works Phone: 310-339-0903 Fax: Email: estimating1.csp@gmail.com	
Clair Concrete, Inc (1358443) 438 Arboles Drive Bishop, California 93514 United States	Contact: Garrett Clair Phone: 760-872-1439 Fax: Email: garrett@clairconcrete.net	OSB, CADIR
CLT Surfacing LLC dba Grading (1356188) 8998 Hamilton st Alta Loma, California 91701 United States	Contact: Corry Tate Phone: 909-749-1907 Fax: Email: cltsurfacingllc@gmail.com	
coast to coast const. (416535) 217 w. Fallbrook ave. suite 101 Fresno, California 93711 United States	Contact: tomjarrell Phone: 5594366880 Fax: 5594366885 Email: tom@coasttocoastinc.net	
CONCRETE PREPARATION SYSTEM (323595) 18780 STATE ST. CORONA, California 92881 United States	Contact: Tony Phone: 951-738-1218 Fax: 951-738-1125 Email: estimating@concreteprepsystems.com	

Cortez Paving Inc (1229006) 905 E High Ave Redlands, California 92374 United States	Contact: Alexander Phone: 909-632-9049 Fax: Email: Alex@cortezpavinginc.com	CADIR
Counsilman Hunsaker (22175) 20725 S. Western Ave #134 Torrance, California 90501 United States	Contact: Paul Graves Phone: 310-327-1271 ext. Fax: 310-347-3086 Email: paulgraves@chh2o.com	
Creative Recreational Systems, Inc. (434060) 515 South Flower Street Los Angeles, California 90071 United States	Contact: Austin Stanfel Phone: 916-638-5375 Fax: 916-638-5427 Email: bids@creativesystems.com	OSB
Cruz Construction (383390) 5377 Grand Prix Ct Fontana, California 92336 United States	Contact: Ben Cruz Phone: 909-489-4196 Fax: Email: bmfbsnss@gmail.com	
custom courts inc (1436626) 199 monument pkwy perries, California 92595 United States	Contact: david pichardo Phone: 951-447-9124 Fax: Email: customcourts951@gmail.com	
David Paul Foster Co. Inc. (1410214) 20285 Grand Ave. Wildomar, California 92595 United States	Contact: Dave Foster Phone: 951-232-8229 Fax: Email: fos54@hotmail.com	
Dt stellar general engineering (903332) 31941 silk vine drive Winchester, California 92596 United States	Contact: Daniel Gould Phone: 951-234-2668 Fax: Email: dtstellargeneral@gmail.com	
East Bay Waterworks, Inc (345271) 1630 N. Main St. Suite 41 Walnut Creek, California 94596 United States	Contact: Greg Brown Phone: 925-998-0099 Fax: Email: ebwi1@aol.com	
Elegant Construction Inc. (983024) 15375 Barranca Parkway Suite J-103 Irvine, California 92618 United States	Contact: Hazem Almassry Phone: 949-444-5161 Fax: Email: bidding@elegantcon.com	CADIR
EMTS, Inc. (1627786) 2972 Larkin Avenue Clovis, California 93612 United States	Contact: Darin Sherlock Phone: 559-292-2900 Fax: 559-292-7756 Email: arianab@eliteteamoffices.com	
exceland care corp (1238283) 15431 Vintage street Mission Hiolls, California 91345 United States	Contact: Gustavo Ceballos Phone: 818-825-5211 Fax: 818-810-6515 Email: ceballosdemo@gmail.com	OSB, MBE, CADIR, MIC

Falkon Construction Inc (1218996) 1142 S. DIAMOND BAR BLVD, #432, DIAMOND BAR DIAMOND BAR, California 91765 United States	Contact: Viliami Mataele Phone: 909-655-6100 Fax: Email: val@falkonconstruction.com	DBE, CADIR
Ferandell Tennis Courts, Inc. (290437) 3216 Grey Hawk Court Carlsbad, California 92010 United States	Contact: Ferandell Tennis Courts, Inc. Phone: 858-350-3444 Fax: 858-350-3488 Email: manager@ferandelltenniscourts.com	CADIR, OSB
Filice Enterprises, Inc. (354794) 1608 W. Campbell Avenue #344 Campbell, California 95008 United States	Contact: Michelle Filice Phone: 408-271-8841 Fax: 800-709-1852 Email: michelle@filiceenterprises.com	
FLEMING ENVIRONMENTAL INC. (22499) 1372 E. VALENCIA DRIVE FULLERTON, California 92831 United States	Contact: Terry Fleming Phone: 714-871-2800 Fax: 714-871-2801 Email: tfleming@flemingenvironmental.com	OSB, CADIR
Flexground Surfaces, Inc. (663994) 2029 Opportunity Drive, Suite #3 Roseville, California 95678 United States	Contact: Sandi Walsh Phone: 916-474-5431 Fax: Email: swalsh@flexground.com	
Frog Construction (1434893) P O Box 204 Rancho Cucamonga, California 91739 United States	Contact: Cesar Sandoval Phone: 818-643-9037 Fax: Email: ceasar.contractor@gmail.com	FON, MBE
G.A.M.A. concrete design (323110) 11657 killian st el monte, California 91732 United States	Contact: Jonhatan alvarez Phone: 626-322-7719 Fax: Email: gamaconcretedesign@yahoo.com	
Gametime c/o Great Western Park and Playground (181281) PO Box 97 Wellsvile, Utah 84339 United States	Contact: Chase Nielsen Phone: 800-453-2735 Fax: 435-245-5057 Email: chase@gwpark.com	WBE
GDL BEST CONTRACTORS, INC (337844) 7611 GREENLEAF AVE WHITTIER, California 90602 United States	Contact: JOSE Phone: 562-789-1289 Fax: 562-685-0359 Email: gdlconst@msn.com	CADIR, DBE, OSB, MBE
General 2 Constructors Inc (1616886) 6393 frank ave mira loma, California 91752 United States	Contact: Jose Gomez Phone: 951-544-8172 Fax: Email: g2constructors@gmail.com	

Goss Construction Company, Inc. (22590) 8787 Flower Rd Rancho Cucamonga, California 91730 United States	Contact: John Goss Phone: 909-980-4411 ext. Fax: 909-980-5144 Email: mail@gossconstruction.com	OSB
Great Western Installatons, Inc (683054) 975 South State Hwy 89 Logan, Utah 84321 United States	Contact: Tyler Kyriopoulos Phone: 435-245-5055 ext. 118 Fax: 435-245-5057 Email: tyler@gwpark.com	
Green Living Services (347368) 4205 W Tompkins Las Vegas, Nevada 89103 United States	Contact: Ken Jackson Phone: 702-309-8831 Fax: 702-642-5724 Email: ken@greenlivingservices.com	
Grounds for Play (450418) 1050 Columbia Dr. Carrolllton, Georgia 30117 United States	Contact: Tom Mertl Phone: 770-403-3954 Fax: Email: tmertl42@gmail.com	
Guills Inc (1654843) 313 E Orange Grove. blvd #290 Pasadena, California 91104 United States	Contact: Juan Munoz Phone: 626-221-2169 Fax: Email: guillsincjr@gmail.com	OSB, DBE, CADIR
Gunner Concrete (1238596) 7541 Anthony Ave. Garden Grove, California 92841 United States	Contact: Greg Simpson Phone: 714-702-4826 Fax: Email: gsimpson@gunner-concrete.com	CADIR, WBE, OSB
HardPro Engineering (1634078) 9041 Penny Drive Riverside, California 92503 United States	Contact: Miguel Macias Phone: 951-396-1313 Fax: Email: hardproengineeringbids@gmail.com	
Howard Ridley Co., Inc (348586) 3936 Chino Ave Chino, California 91710 United States	Contact: Jon Ridley Phone: 909-590-7415 Fax: 909-590-7437 Email: jon@howardridley.com	CADIR, OSB
HZS Engineering Inc (1285732) 1720 E. Garry Ave 229 Santa Ana, California 92705 United States	Contact: David Sahban Phone: 832-975-5113 Fax: Email: hzsestimating@gmail.com	OSB, CADIR
Innovative Playgrounds Company, Inc. (22787) 12407 E. Slasuon Ave. #D Whittier, California 90606 United States	Contact: VANESSA LARIOS Phone: 562-693-5200 Fax: 562-693-5199 Email: info@innovativeplaygrounds.com	
J. F. Manufacturing (22831) 13760 Mountain Ave Chino, California 91710 United States	Contact: DANA MARIN Phone: 909-902-1012 Fax: 909-591-4741 Email: dana@jfman.com	

Jai-Cons (1305352) 669 E Carter St rialto, California 92376 United States	Contact: Jaime Flores Phone: 909-251-8353 Fax: Email: jai.cons20@gmail.com	CADIR
Jaynes Brothers Construction (523140) 30941 Agoura Road Suite 128 Westlake Village, California 91361 United States	Contact: ChaseJaynes Phone: (818) 851-9470 Fax: N/A Email: Chase@jaynesbrothers.com	
JERGENSEN CONSTRUCTION INC (22853) 9320 DAISY RD. OAK HILLS, California 92344 United States	Contact: Todd Jergensen Phone: 760-947-4545 Fax: 760-947-4550 Email: Toddj@jergensens.com	OSB, CADIR
JMJ Construction (604173) 30724 benton road c302-593 winchester, California 92596 United States	Contact: jordan moisa Phone: 562-318-4733 Fax: Email: jmjconstruction@me.com	CADIR, DBE, OSB
KASA Construction, Inc. (22899) 15148 Sierra Bonita Lane Chino, California 91710 United States	Contact: Hector Zavala Phone: 909-457-8260 ext. Fax: 909-457-8261 Email: hectorz@kasaconstruction.com	CADIR
Keeper Goals (298457) 12400 West Silver Spring Drive Butler, Wisconsin 53007 United States	Contact: John Moynihan Phone: 262-781-7800 Fax: 262-781-9230 Email: johnmoynihan@keepergoals.com	
Kept Companies, Inc (1287352) 26 Law Drive, Section E, 2nd Floor 8139189149 Fairfield, New Jersey 07004 United States	Contact: Eric Schatteman Phone: 813-918-9149 Fax: Email: erics@keptcompanies.com	FON
km consulting (22917) po box 3681 crestline, California 92325 United States	Contact: ken moreland Phone: 909-522-1726 ext. Fax: 909-338-6830 Email: kmoreland@charter.net	
KNC CONSTRUCTION INC (22919) 12277 APPLE VALLEY RD #144 APPLE VALLEY, California 92308 United States	Contact: MALIA CAMINITI Phone: 760-552-4449 Fax: 760-242-7430 Email: mike@kncinc.net	CADIR, WBE, MBE
KNORR SYSTEMS, INC. (363535) 2221 STANDARD AVE SANTA ANA, California 92707 United States	Contact: Cindy Faust Phone: 714-754-4044 ext. 136 Fax: 714-754-1405 Email: cindyf@knorrsystems.com	CADIR
LCR Earthwork & Engineering, Corp. (1336039) 4791 Mt Rainier St Jurupa Valley, California 92509 United States	Contact: Jorge Mendoza Phone: 951-934-3231 Fax: Email: lcr@lcrearthworkengineering.com	CADIR

Legacy Rock and Waterscapes (43419) 21520 Yorba Linda Blvd G549 Yorba Linda, California 92887-3764 United States	Contact: Jeremiah Johnson Phone: 714-692-2655 Fax: 714-692-2669 Email: legacyrockandwaterscapes@yahoo.com	OSB
Legacy Synthetic Turf inc (1688735) 10040 Orchard St Bloomington, California 92316 United States	Contact: Edgar Phone: 909-434-3720 Fax: Email: LegacySyntheticTurf@gmail.com	CADIR
Lincoln Equipment Inc. (141665) 2051 Commerce Ave. Concord, California 94520 United States	Contact: Andrea Hickman Phone: 714-990-6015 Fax: 714-990-4130 Email: Ahickman@lincolnaquatics.com	
LL Waterfall Design (479038) 41765 elm street suite 302 murrieta, California 92562 United States	Contact: Tim Blank Phone: 858-248-7504 Fax: Email: tblank@liquidwall.com	
Logans Marketing (23007) 121 Broadway 220 San Diego, California 92101 United States	Contact: Ellis Logans Phone: 619-233-3766 ext. Fax: -- Email: s.battle@hotmail.com	DBE
LPSI (194657) 17853 Santiago Blvd Ste 107-303 Villa Park, California 92867 United States	Contact: Omar Rodriguez Phone: 949-350-2991 Fax: Email: omar101@sbcglobal.net	
M-RE Construction inc (809962) 2100 Potrero ave South El Monte, California 91733 United States	Contact: Guersom martinez Phone: 626-688-3014 Fax: Email: Mrecinc@gmail.com	
MAJ Engineering (1424961) 14608Fawn Path Rd Chino hills, California 91709 United States	Contact: Ahmad Jarrar Phone: 323-317-7122 Fax: Email: ajarrar@maj-engineering.com	CADIR, OSB, MIC
Marin Concrete Construction Inc. (1662859) 130 W. Walnut Ave. Suite A9 Perris, California 92571 United States	Contact: Alexandria Vasquez Phone: 951-206-1640 Fax: Email: alex.vasquez@marinconstruction.org	MBE, CADIR
McNabb Construction, Inc. (580338) 3527 Mt Diablo Blvd #306 Lafayette, California 94549 United States	Contact: Dave McNabb Phone: 925-935-4200 Fax: Email: davemcnabb@hotmail.com	
Miracle Playground Sales Inc. (23144) 9106 Pulsar Ct. Unit C Corona, California 92883 United States	Contact: ROB FRYHOFF Phone: 800-264-7225 Fax: 951-676-8706 Email: rfryhoff@miracleplayground.com	

Modern Landscaping LLC (1291627) 11126 Petal Ave Fountain valley, California 92708 United States	Contact: Jorge Valdez Phone: 714-804-6563 Fax: Email: georgevaldez88@gmail.com	
N-Tel Systems (1358880) 2595 Lawrence ave San Benrardino, California 92404 United States	Contact: Octavio Noriega Phone: 951-232-7351 Fax: Email: octavio@n-telsystems.com	
NATIONWIDE CONSTRUCTION INC (411171) 18289 SANTA FE AVE SAN BERNARDINO, CA, California 92407 United States	Contact: BENJAMIN Phone: 909-887-1555 Fax: Email: nationwideconstructioninc@yahoo.com	DBE, OSB, CADIR
Natural Structures Inc (1071677) 2005 10th Street PO Box 270 Baker City, California 97814 United States	Contact: Sales Assistant Phone: 541-523-0224 Fax: 541-523-5052 Email: salesaa@naturalstructures.com	
Natures Image, Inc. (23208) 20361 Hermana Circle Lake Forest, California 92630 United States	Contact: Dan Slinger Phone: 949-680-4400 ext. 114 Fax: 949-680-4450 Email: estimating@naturesimage.net	CADIR, OSB, WBE
New Sunrise Construction inc. (327131) 15265 Planger Lane Fontana, California 92336 United States	Contact: Agustin Arevalo Phone: 909-899-8637 Fax: 909-899-7808 Email: Augustoarevalo1959@yahoo.com	CADIR
No Fault, LLC (353468) 6750 exchequer drive Baton Rouge, Louisiana 70809 United States	Contact: Raquel Rocha Phone: 225-215-7760 Fax: 909-383-2847 Email: bids@nofault.com	
NoLimit Construction (1563375) 15565 Travis st Hesperia, California 92345 United States	Contact: Sergio Duarte Phone: 909-749-4607 Fax: Email: NoLimit.const@icloud.com	OSB, MBE, CADIR, MIC
Nova's construction and renovation, inc. (1575244) 1115 S Grove Ave suite 104 ontario, California 91761 United States	Contact: Victor Nova Phone: 714-631-4002 Fax: Email: admin@novasconstruction.com	
NPI CONCRETE (1364760) 15439 Monte St Sylmar, California 91342 United States	Contact: Cynthia Zarate Phone: 818-367-9340 Fax: Email: info@npiconcrete.com	DBE, MBE, CADIR
Ortco, Inc. (271101) 2163 S Glassell St Orange, California 92865 United States	Contact: LYNN ORTLIEB Phone: 714-998-3998 Fax: 714-998-3996 Email: lynn@ortcoplays.com	CADIR

Pacific Aquascape International, Inc. (473118) 17520 Newhope Street Suite 120 Fountain Valley, California 92708 United States	Contact: Candace Hough Phone: 714-481-0664 Fax: 714-481-7259 Email: chough@pacificaquascape.com	CADIR, OSB
Pacific Play Systems, Inc. (520271) 3226 Grey Hawk Court Carlsbad, California 92010 United States	Contact: Salina Tuladhar Phone: 760-599-7355 Fax: 760-599-7385 Email: salina@pacificplayinc.com	
Pacific Tide Construction (1251560) 19360 Rinaldi Street - 150 Northridge, California 91326 United States	Contact: Wyatt Underwood Phone: 424-276-1324 Fax: Email: estimating@pacifictideconstruction.com	CADIR
Park Planet (1239838) 415 Elm St. Red Bluff, California 96080 United States	Contact: Kasanna Coulter Phone: 559-341-5768 Fax: Email: Kasanna@parkplanet.com	CADIR
Pedroza Concrete Systems Inc (596485) 17619 malaga ct fontana, California 92336 United States	Contact: Ricardo Pedroza Phone: 909-644-1916 Fax: Email: R.pedroza@ymail.com	MBE, FON
Performance Floor Systems, INC. (1035307) 446 West Meats Avenue Orange, California 92865 United States	Contact: Matt Raines Phone: 949-545-3338 Fax: Email: mattraines@performancefloorsystems.com	CADIR, OSB

Play by Design, Inc. (1022011) 3972 Barranca Parkway Suite J207 Irvine, California 92606 United States	Contact: Rachel Middleton Phone: 949-391-6445 Fax: Email: rmiddleton.playbydesign@gmail.com	WBE
Pool Management LLC (1381617) 8725 Roswell Rd, Suite H Sandy Springs, Georgia 30350 United States	Contact: Dianna Mospanyuk Phone: 855-794-6764 Fax: Email: sales@poolmanagementinc.com	
Precast Unlimited Inc. (1217945) 16538 Clear Creek Rd. Redding, California 96001 United States	Contact: Jill De Les Dernier Phone: 909-767-6377 Fax: Email: jill@precastunlimited.com	
procivil (101052) Geneva Street Bacolod, 6100 OTHER	Contact: John Lee Phone: 915-407-1354 Fax: Email: got.something.fast@gmail.com	
Project Dimensions, Inc. (676436) 4 Park Plaza Suite 700 Irvine, California 92614 United States	Contact: Rob Jones Phone: 949-476-2246 Fax: Email: gpeterson@projectdimensions.com	
PUB Construction, Inc. (275390) 23545 Palomino Dr., #104 Diamond Bar, California 91765 United States	Contact: Dan Perdue Phone: 909-455-0187 ext. 139 Fax: 909-455-0188 Email: j.wilson@pubconstruction.com	CADIR, OSB, MBE
Pure Design Werx, LLC (1458193) 1368 Callecita Aquilla Norte Chula Vista, California 91911 United States	Contact: Voltaire Gomez Phone: 619-313-3858 Fax: Email: voltaire@puredesignwerx.com	
R E Schultz Construction, Inc. (712647) 1767 N. Batavia Orange, California 92865 United States	Contact: Chris Thomas Phone: 714-649-2627 Fax: Email: chris@reschultzconstruction.com	
R.E. Schultz Construction Services (407841) P.O. Box 6 Silverado, California 92676 United States	Contact: Chelsea Morris Phone: 714-649-2627 Fax: 714-740-5049 Email: chelsea@reschultzconstruction.com	CADIR
RAIN DROPS IRRIGATION MANIFOLD (295412) 1057 w, MADRONA ST RIALTO, California 92376 United States	Contact: PEDRO BORDENAVE Phone: 909-874-7762 Fax: 909-877-4031 Email: pdr882@aol.com	
RASDAR, LLC. (514795) 407 E. FOOTHILL BLVD. RIALTO, California 92376 United States	Contact: Jacqueline Covarrubias & Daniel Covarrubias Phone: 909-319-5087 Fax: Email: donpoolspasupplies@gmail.com	

RCM Construction, INC (704717) 9643 8th St Rancho Cucamonga, California 91730 United States	Contact: Pedro Rangel Phone: 909-483-7540 ext. 101 Fax: Email: rcm@rangelcm.com	MBE
Recreation By Design, Inc. (428888) PO Box 705 Cypress, California 90630 United States	Contact: Jackie Sequeira Phone: 714-484-7807 Fax: 714-527-5499 Email: info@recbydesign.com	
Recreation Supply Company (23526) PO Box 2757 Bismarck, North Dakota 58502-2757 United States	Contact: Cal Haugland Phone: 701-222-4860 ext. Fax: 701-255-7895 Email: sales@recsupply.com	
Red Hawk Services (442451) 280 e. 1st street perris, California 92570 United States	Contact: scottmoore Phone: 9516573005 Fax: 951-940-0429 Email: scott@redhawkservices.us	
remmi construction inc (1060783) 3380 La Sierra ave ste104-270 riverside, California 92503 United States	Contact: isidro navarrete Phone: 562-822-6729 Fax: Email: remmi_construction@outlook.com	CADIR, FON
RJR Water Features (1358837) 17 Spectrum Pointe Dr. Suite 509 Lake Forest, California 92630 United States	Contact: Renee Torrance Phone: 951-348-0048 Fax: Email: rtorrance@rjrwaterfeatures.com	CADIR, OSB
RMA GROUP (1133975) 12130 Santa Margarita Ct Rancho Cucamonga, California 91730 United States	Contact: Gabriela Sandoval Phone: 909-828-0294 Fax: Email: GSANDOVAL@RMACOMPANIES.COM	
RWP Transfer, Inc. (23608) 1313 East Phillips Boulevard Pomona, California 91766 United States	Contact: Hank Egigian Phone: 909-868-6882 ext. Fax: 909-868-1162 Email: egigian@msn.com	OSB
School Outfitters (198690) 3736 Regent Ave Cincinnati, Ohio 45212 United States	Contact: KristyLohmiller Phone: 866-619-3449 Fax: 866-619-3450 Email: kristy.lohmiller@schooloutfitters.com	
School Specialty, LLC. (111922) W6316 Design Drive Greenville, Wisconsin 54942 United States	Contact: Sarah Peterson Phone: 800-554-7632 Fax: 714-970-2646 Email: bidwestnotices@schoolspecialty.com	
SCP Distributors, LLC (504879) 109 Northpark Blvd, Suite 400 Covington, Louisiana 70433 United States	Contact: Debbie Graham Phone: 985-801-5239 Fax: Email: poolcorpcommercial@poolcorp.com	

Service First (1300805)
2510 N Grand Ave Suite 110
Santa Ana, California 92705
United States

Contact: Robert Wormus
Phone: 714-573-2253
Fax: 714-573-2261
Email: bwormus@service-1st.com

CADIR

Smartscapes (646072)
30890 Jedediah Smith Rd
Temecula, California 92592
United States

Contact: Ashton McMillan
Phone: 951-677-2004
Fax:
Email: Smartscapesco@gmail.com

CADIR

SoCal Shade Sails (1055291)
2048 Aldergrove Ave Suite A
Escondido, California 92029
United States

Contact: Rick Reinmuth
Phone: 619-972-1100
Fax:
Email: rick@shadesails.biz

SpectraTurf (272026)
555 S. Promenade Avenue
Corona, California 92879
United States

Contact: Alex Stout
Phone: 951-736-3579 ext. 803
Fax: 951-734-3630
Email: estimating@spectraturf.com

CADIR

Spohn Ranch Inc. (268236)
6824 S. Centinela Ave
Los Angeles , California 90230
United States

Contact: Kirsten Dermer
Phone: 626-330-5803 ext. 203
Fax:
Email: kirsten@spohnranch.com

Sta-Dry Waterproofing & Construction Services, Inc (346728)
1777 W Arrow Highway Unit 402
Upland, California 91786
United States

Contact: Keith Cunningham
Phone: 760-948-3962
Fax: 909-932-0024
Email: keith@sta-drywaterproofing.com

StandGuard Aquatics (1300142)
4310 Camino Real
Riverside, California 92509
United States

Contact: Matt Satterly
Phone: 844-651-1990 ext. 301
Fax:
Email: matt@standguardaquatics.com

Sun Aired Bag (296246)
3645 Inglewood Ave Suite # 3
Redondo Beach, California 90278
United States

Contact: Gerbert Torres
Phone: 310-372-7225
Fax: 310-372-5825
Email: gertorres@sunaired.com

MBE

Superior Pool Products, LLC (277247)
2751 Mercantile Drive Suite 600
Rancho Cordova, California 95742
United States

Contact: JenniferWilson
Phone: 916-216-0501
Fax: 866-363-1536
Email: aquachems.pacific@poolcorp.com

Surfside Restoration & Waterproofing, Inc. (277548)
P.O. Box 352
Huntington Beach, California 92648
United States

Contact: John Elder
Phone: 714-374-7600
Fax: 714-374-7601
Email: srwjohn@verizon.net

T. D. Grogan Construction (28485) 9375 Archibald Ave. #704 Rancho Cucamonga, California 91730 United States	Contact: Jack Striegel Phone: 909-476-9100 Fax: 909-476-9103 Email: jack_playgrounds@sbcglobal.net	
The Eco Group (674143) PO Box 7348 Chula Vista, California 91912 United States	Contact: Bryan Acevedo Phone: 619-271-6530 Fax: 619-585-1119 Email: bryan@theecogroupinc.com	
TL VETERANS CONSTRUCTION INC (381950) 28310 Avenue Crocket Ste #C Santa Clarita, California 91355 United States	Contact: TheodoreLee Phone: 661-257-9806 Fax: 661-257-9809 Email: TLVETERANSCONSTRUCTIONINC@GMAIL.COM	
Tri-County Sandblasting, Inc (348989) PO BOX 490 Westminster, California 92684 United States	Contact: Paul Osokin Phone: 714-892-5656 Fax: 714-894-3269 Email: tcsand@aol.com	
United GLI (641370) 2195 Faraday Ave Suite E Carlsbad, California 92008 United States	Contact: James Velasquez Phone: 760-347-6161 Fax: 760-347-6165 Email: james@unitedgli.com	
United Pool Maintenance (1293967) 1480 Woodstock Road Roswell, Georgia 30075 United States	Contact: Sean Phone: 844-766-5648 Fax: Email: Sean@unitedpools.com	WBE
USA Shade (181236) 1805 N Main Street Suite C Orange, California 92867 United States	Contact: Michele Estrella Phone: 714-427-6980 Fax: 714-538-2440 Email: michele.estrella@usa-shade.com	
Vasquez Construction (210489) 7041 opal street alta loma, California 91701 United States	Contact: Mike Vasquez Phone: 951-833-3350 Fax: 909-941-2865 Email: vasqmc@aol.com	OSB, MBE
Viramontes Express Inc. (988410) 17130 Hellman Ave Corona, California 92880 United States	Contact: Suzana Viramontes Phone: 909-597-7232 Fax: 909-606-9947 Email: viramontesxpress@msn.com	MBE
W L Construction Services (178010) 18060 Dorsey way Fontana, California 92335 United States	Contact: Wilson Lopez Phone: 626-672-5628 Fax: 909-356-0845 Email: Wlconstruction1@gmail.com	FON
Water Splash INC (1251941) 102 West Service Road Champlain, New York 12919 United States	Contact: Kayla Toole Phone: 386-314-5447 Fax: Email: ktoole@watersplashnet.com	

Waterworks Industries, Inc (372478) 930 Shiloh Rd, Bldg 38, Suite D Windsor, California 95492 United States	Contact: Mathais Toupin Phone: 707-837-7900 Fax: 707-837-7997 Email: mathais@waterworksindustries.com	
We R Builders, Inc. (1230824) 3746 Foothill Blvd. #304 Glendale, California 91214 United States	Contact: Nezar Alsmadi Phone: 714-423-3844 Fax: Email: estimates@wrbconstruction.com	CADIR
Western State Builders, Inc. (1232797) 2141 Orange Ave Escondido, California 92029 United States	Contact: Scott Bando Phone: 724-771-5548 Fax: Email: scottb@westernstatebuilder.com	OSB, CADIR, MIC
Wet Views (1391254) PO Box 660207 Arcadia, California 91006 United States	Contact: Alberto Phone: 760-419-6293 Fax: Email: wetviews@gmail.com	
Wilkins Fitness LLC (141609) 1795 Hwy 17 N. Unit 4 Mount Pleasant, South Carolina 29464 United States	Contact: Michele Wilkins Phone: 843-388-0999 Fax: 843-388-0999 Email: michelewilkinscf@comcast.net	
WMS Aquatics (296306) 206 W 1st Ave Ellensburg, Washington 98926 United States	Contact: Wayne Smith Phone: 509-925-4462 Fax: 509-962-4751 Email: info@wmsaquatics.com	
Woodland's General Contracting (1370138) 20426 E Rancho Los Cerritos Rd Covina, California 91724 United States	Contact: Connor Woodland Phone: 626-261-6367 Fax: Email: woodlandsgeneralcontracting@outlook.com	CADIR

Zeco, Inc. (1565514) 22845 Savi Ranch Pkwy Unit C Yorba Linda, California 92887 United States	Contact: Bryan Solmar Phone: 844-932-6462 Fax: Email: info@zeco-inc.com	CADIR
ZIMPRICH ENGINEERING INC. (682511) 246 S. LARKWOOD STREET ANAHEIM, California 92808 United States	Contact: BRANDON ZIMPRICH Phone: 714-318-8237 Fax: Email: zimprich1@outlook.com	CADIR
Zoom Recreation, Inc. (1251887) 4000 Barranca Pkwy suite 250-659 Irvine, California 92604 United States	Contact: Justin Lotz Phone: 951-751-3920 Fax: Email: info@zoomrecreation.com	OSB

11/13/2025 2:33 PM (PST) 1 vendor notified

using Criteria

Category:

93165 - Park, Playground, And Swimming Pool Equipment Maintenance And Repair
96118 - Concrete Resurfacing Services (Swimming Pools, Driveways, Patios, Etc.)

Zuniga Pool Construction (1697637)
3741 Merced Dr Unit J
Riverside, California 92503
United States

Contact: Brandon Zuniga
Phone: 909-561-6449
Fax:
Email: Brandon@Zunigapoolconstruction.com

11/24/2025 3:38 PM (PST) No vendors notified

using Criteria

Category:

93165 - Park, Playground, And Swimming Pool Equipment Maintenance And Repair

96118 - Concrete Resurfacing Services (Swimming Pools, Driveways, Patios, Etc.)

12/04/2025 12:28 PM (PST) 1 vendor notified

using Criteria

Category:

93165 - Park, Playground, And Swimming Pool Equipment Maintenance And Repair

96118 - Concrete Resurfacing Services (Swimming Pools, Driveways, Patios, Etc.)

Ultimate Pool & Plastering, Inc. (1707069)

42814 58th St. West

Lancaster, California 93536

United States

Contact: Kgagliano

Phone: 661-406-7145

Fax:

Email: Cowgirlkath@icloud.com

12/08/2025 12:21 PM (PST) No vendors notified

using Criteria

Category:

93165 - Park, Playground, And Swimming Pool Equipment Maintenance And Repair

96118 - Concrete Resurfacing Services (Swimming Pools, Driveways, Patios, Etc.)

Prospective Bidders

20 Prospective Bidders

Vendor	Contact	Vendor Type	Mtg	Status	Classification
Access Solutions, Inc. (3091465) 6808 Murray St Riverside, California 92504 United States	Contact: Jackson Phone: 909-969-3054 Fax: Email: jkarlson@asiscaffolds.net	MBE, CADIR	no	Bidder	Subcontractor
AGC Plan Room (3076455) 10140 Riverford Rd. Lakeside, California 92040 United States	Contact: Plan Room Phone: 858-558-7444 Fax: Email: planroom@agcsd.org	CADIR, MBE, WBE, DBE, OSB	no	Non-Bidder, receive communications	Other
Angelus Waterproofing & Restoration, Inc. (3071698) 17762 Metzler Lane 7144934038 Huntington Beach, California 92647 United States	Contact: Michael Claus Phone: 562-941-7676 ext. 105 Fax: Email: michaelc@angeluswp.com		no	Non-Bidder, receive communications	Prime
ap engineering (3084347) 23722 pala ln apple valley, California 92307 United States	Contact: ruben Phone: 460-403-0340 Fax: Email: allpropools1@verizon.net	MBE, CADIR	no	Bidder	Prime
apexguard construction (3071696) 7067 Gabels Crest PL Fontana, California 92336 United States	Contact: Matt Phone: 626-692-3568 Fax: Email: apexguardcon@gmail.com	OSB, FON, MBE, CADIR, MIC	no	Bidder	Prime
California Commercial Pools Inc. (3073870) 2255 E. Auto Centre Drive Glendora, California 91740 United States	Contact: Wanda Wang Phone: 909-394-1280 ext. 233 Fax: 909-394-4579 Email: bids@calcommpools.com	CADIR	no	Bidder	Prime
California Landscape and Design, Inc. (3070425) 273 N. Benson Ave Upland, California 91786 United States	Contact: Alberto Carrasco Phone: 909-949-1601 Fax: 909-981-9368 Email: admin@calandscape.com	CADIR, FON	no	Bidder	Prime
California Waters Development, Inc. (3071595) 23311 E. La Palma Ave. Yorba Linda, California 92887 United States	Contact: Leanne Harvey Phone: 949-528-0900 ext. 123 Fax: Email: leads@californiawaters.com		no	Non-Bidder, receive communications	Prime
ConstructConnect (3071185) 3825 Edwards Road Ste 800 Cincinnati, Ohio 45209 United States	Contact: Patrick Quarry Phone: 877-794-8071 Fax: 866-570-8187 Email: Content@constructconnect.com		no	Bidder	Other

David Paul Foster Co. Inc. (3075284) 20285 Grand Ave. Wildomar, California 92595 United States	Contact: Dave Foster Phone: 951-232-8229 Fax: Email: fos54@hotmail.com		no	Bidder	Subcontractor
DH and Company (3070175) 118 South King Street Carlsbad, New Mexico 88220 United States	Contact: Dara Harsh Phone: 448-447-2348 Fax: Email: daraharsh@gmail.com		no	Bidder	Other
Elegant Construction Inc. (3070203) 15375 Barranca Parkway Suite J-103 Irvine, California 92618 United States	Contact: Hazem Almassry Phone: 949-444-5161 Fax: Email: bidding@elegantcon.com	CADIR	no	Bidder	Prime
NPI CONCRETE (3075711) 15439 Monte St Sylmar, California 91342 United States	Contact: Cynthia Zarate Phone: 818-367-9340 Fax: Email: info@npiconcrete.com	DBE, MBE, CADIR	no	Bidder	Subcontractor
Sun Aired Bag (3074488) 3645 Inglewood Ave Suite # 3 Redondo Beach, California 90278 United States	Contact: Gerbert Torres Phone: 310-372-7225 Fax: 310-372-5825 Email: gertorres@sunaired.com	MBE	no	Bidder	Supplier
TrueLine Construction & Surfacing, Inc. (3078204) 12397 Doherty Street Riverside, California 92503 United States	Contact: Janet Bangs Phone: 951-817-0777 Fax: 951-817-0777 Email: trueline40@outlook.com		no	Bidder	Subcontractor
Ultimate Pool & Plastering, Inc. (3083694) 42814 58th St. West Lancaster, California 93536 United States	Contact: Kgagliano Phone: 661-406-7145 Fax: Email: Cowgirlkath@icloud.com		no	Bidder	Subcontractor
Ultimate pool remodeling inc (3070234) 231 e alssesandro blvd #398 Riverside, California 92508 United States	Contact: Daniel Mccullah Phone: 909-262-4610 Fax: Email: Daniel@ultimatepoolremodeling.com		no	Bidder	Prime
USA Construction, LLC (3082489) 1976 S.La Cienega Blvd Suite 277 Los Angeles, California 90034 United States	Contact: Alison Abbott Phone: 877-248-1872 Fax: Email: ali@aquatic.construction		no	Bidder	Prime
Wet Views (3070938) PO Box 660207 Arcadia, California 91006 United States	Contact: Alberto Phone: 213-584-3547 Fax: Email: wetviews@gmail.com		no	Bidder	Prime

Zuniga Pool Construction (3070433) 3741 Merced Dr Unit J Riverside, California 92503 United States	Contact: Brandon Zuniga Phone: 909-561-6449 Fax: Email: Brandon@Zunigapoolconstruction.com	no	Bidder	Prime
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City of Fontana Purchasing Division

December 17, 2025

TO: Dan West, Public Works Manager

FROM: Ticha Loera, Purchasing Specialist

A handwritten signature in blue ink, appearing to read "Ticha", is placed next to the name in the "FROM:" line.

SUBJECT: RECAP OF BID PW-26-70-SB, HERITAGE COMMUNITY CENTER POOL PLASTERING

The bid for the above-named project was opened electronically at 2:00 P.M. on December 11, 2025. One hundred fifty-six (156) bidders were notified of the bid. Bid packets were downloaded/received by twenty (20) vendors and we received three (3) bid responses. Six (6) Fontana vendors were notified. No Fontana vendor responses were received. After evaluating the vendor responses, the Purchasing Division is recommending California Landscape and Design, Inc. located in Upland, CA. as they are the lowest, most responsive, and responsible bidder.

If you agree with the Purchasing Division's recommendation, please forward, at your earliest convenience, an Action Report to Fontana City Council for their concurrence with the recommendation.

If you have any questions, please contact me at x6696.

cc: Purchasing File



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0738

Agenda #: Q.

Agenda Date: 1/13/2026

Category: Consent Calendar

FROM:

Development Services

SUBJECT:

Authorize Operating funding to the Stage Red Enterprise Fund.

RECOMMENDATION:

1. Approve funding for operating expenses to ASM Global in an amount not to exceed \$500,000.
2. Amend the Memorandum of Understanding (MOU) for the inter-city loan between the City of Fontana General Fund and the Stage Red Enterprise Fund increasing the loan by \$314,587 from \$1,750,000 to \$2,064,587.

COUNCIL GOALS:

- Promote economic development by pursuing business attraction, retention, and expansion.
- Practice sound fiscal management by living within our means while investing in the future.

DISCUSSION:

The City of Fontana has undertaken an expansive and comprehensive revitalization of Downtown Fontana. A primary component of this revitalization effort will be creating an entertainment district as a draw for consumers to enjoy as they discover the new downtown area. Stage Red is the keystone to the creation of this new entertainment district for the city.

The opening of Stage Red in the summer of 2024, well in advance of other projects planned in the area, was an intentional decision to help expedite the recovery of downtown. Expanding the show schedule, while requiring substantial investment from the city, has begun to show evidence of success as the downtown area is now home to several new businesses. As downtown continues to progress and more residents visit downtown more regularly for dinner and other entertainment options, attendance at the venue will continue to increase reducing the need for substantial ongoing investment. For operating year 2026, staff is requesting an increase in loan funding in the amount of \$500,000 for the enterprise account to operate Stage Red.

The City has previously issued two operating loans (fiscal year 2023-2024 and 2024-2025) from the General Fund to The Stage Red Enterprise Account in the total amount of \$750,000 and a third loan from Capital Reinvestment (Fund 601) in the amount of \$1,000,000 resulting in a total outstanding balance of \$1,750,000. To increase programming in the current fiscal year the operator will require additional funding to carryout upcoming events and operating expenses of Stage Red in the amount of \$500,000 thus requiring an additional \$314,587 by way of a General Fund loan.

The City will advance funds to ASM Global as a Cash Flow Shortfall and shall advance funds as follows:

- \$100,000 upon City Council approval.
- Additional funding will be disbursed on a monthly basis, as needed, after review by city staff of monthly expense and income statements.

Such funds shall be deposited by the operator in the operating or payroll account(s) and used only to pay Operating Expenses.

FISCAL IMPACT:

The fiscal impact associated with the approval of this item is \$500,000 and funds in the amount of \$185,413 are available in Fund 720 - Stage Red Enterprise. The remaining \$314,587 required will be funded through an additional operating loan from the General (Fund 101). The additional loan will increase the current loan balance of \$1,750,000 to \$2,064,587. All necessary budget adjustments will be included in the midyear budget status report.

MOTION:

Approve staff recommendation.

**AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING CONCERNING
THE REPAYMENT OF A LOAN ISSUED FROM THE CITY OF FONTANA GENERAL
FUND ACCOUNT TO THE STAGE RED ENTERPRISE ACCOUNT FOR THE
OPERATIONS OF STAGE RED FONTANA**

This Amendment (“Amendment”) is made and entered into this 13th day of January, 2026, to amend the Memorandum of Understanding (“MOU”) concerning the repayment of a loan issued from the City of Fontana General Fund Account (“General Fund”) to the Stage Red Enterprise Account (“Stage Red Account”) for the operations of Stage Red Fontana. The purpose of this Amendment is to reflect an increase in the total loan amount from the General Fund to the Stage Red Fund, a corresponding increase in the total repayment amount, and an adjustment to the repayment schedule.

WHEREAS, on January 13, 2026, the Fontana City Council approved an additional three hundred fourteen thousand five hundred eighty-seven dollar (\$314,587) loan from the General Fund to the Stage Red Account; and

WHEREAS, the City of Fontana desires to amend the MOU to reflect an increase of three hundred fourteen thousand five hundred eighty seven dollar (\$314,587) to the existing Loan balance of one million seven hundred fifty thousand dollars (\$1,750,000), bringing the total Loan amount to two million sixty four thousand and five hundred and eighty seven dollars (\$2,064,587), and to adjust the repayment schedule accordingly.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the MOU shall be amended as follows:

1. Section 2 “Purpose of MOU.” Section 2 shall be amended to read as follows:

“The purpose of this MOU is to outline the terms and conditions of the five hundred thousand dollar (\$500,000.00) loan issued on March 12, 2024, the two hundred fifty thousand dollar (\$250,000) loan issued on July 16, 2024, a one million dollar (\$1,000,000) loan issued on May 13, 2025, and a three hundred fourteen thousand five hundred eighty seven dollar (\$314,587) loan issued on January 13, 2026, for a total loan amount of two million sixty-four thousand and five hundred and eighty-seven dollars (\$2,064,587), from the General Fund to the Stage Red Fund for operational purposes.”

2. Section 4 “Repayment Provisions.” Section 4 shall be amended to read as follows:

“On or before June 30, 2038, the Stage Red Account shall fully repay the Loan by tendering to the General fund the sum of two million sixty-four thousand and five hundred and eighty seven dollars (\$2,064,587), which shall be delivered in the form of ten (10) payments, in accordance with the following payment schedule:

On or before June 30, 2029	Payment due: \$206,459
----------------------------	------------------------

On or before June 30, 2030	Payment due: \$206,459
On or before June 30, 2031	Payment due: \$206,459
On or before June 30, 2032	Payment due: \$206,459
On or before June 30, 2033	Payment due: \$206,459
On or before June 30, 2034	Payment due: \$206,459
On or before June 30, 2035	Payment due: \$206,459
On or before June 30, 2036	Payment due: \$206,459
On or before June 30, 2037	Payment due: \$206,459
On or before June 30, 2038	Payment due: \$206,456

3. Section 5 “Acknowledgement of Payment in Full.” Section 5 shall be amended to read as follows:

“When the sum of two million sixty-four thousand and five hundred and eighty seven dollars (\$2,064,587) is paid in accordance with Paragraph 4, the Loan will be fully repaid and no other sum for interest, penalties, fees or any other purposes will be due.”

4. Except as expressly amended by this Amendment, all other terms and conditions of the original MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the Agreement has been executed as of the date first written above.

(SIGNATURES ON THE NEXT PAGE)

CITY OF FONTANA GENERAL FUND

Jessica Brown
Chief Financial Officer
Finance

STAGE RED ENTERPRISE FUND

Phillip Burum
Deputy City Manager
Development Service

CITY OF FONTANA

Matthew Ballantyne
City Manager



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0751

Agenda #: R.

Agenda Date: 1/13/2026

Category: Consent Calendar

FROM:

City Clerk

SUBJECT:

Appointment of Mayor Pro Tem and City Council Members to Local Agencies and Regional Boards for Calendar Year 2026

RECOMMENDATION:

1. Appoint Council Member Peter Garcia as Mayor Pro Tem for a one-year term.
2. Approve the appointments of City Council Members to various local agencies, regional boards, authorities, and advisory committees for calendar year 2026, as outlined in the attached appointment list.

COUNCIL GOALS:

- Create and maintain a dynamic team by supporting the decisions of the majority once made.
- Concentrate on Inter-governmental relations by establishing partnerships and positive working relationships with other public agencies providing services to residents and local businesses.

DISCUSSION:

Pursuant to City policy and past practice, the City Council annually appoints one of its members to serve as Mayor Pro Tem for a one-year term. In addition, the City Council designates representatives and alternates to serve on various local agencies, regional boards, authorities, and advisory committees that require City Council participation.

These appointments ensure continued representation of the City's interests and compliance with governance requirements of each respective body.

The attached list reflects the proposed appointments for calendar year 2026, including:

- Mayor Pro Tem appointment
- City committees and authorities
- Regional and countywide agencies
- Transportation, utilities, housing, and planning organizations
- Ad hoc advisory sub-committees

The proposed appointments are consistent with prior appointment structures.

FISCAL IMPACT:

There is no fiscal impact associated with these appointments.

MOTION:

Approve staff recommendation.

PROPOSED 2026 APPOINTMENTS

2026 Appointments CC 01/13/2026

City Committee	Chair	Vice
City Council	Mayor Warren	Mayor Pro Tem Garcia
Fire Protection District	Council Member Cothran	Council Member Roberts
Housing Authority	Mayor Pro Tem Garcia	Council Member Roberts
Industrial Development Authority	Chair Warren	Council Member Sandoval
Public Financing Authority	Council Member Roberts	Council Member Cothran
Successor Agency	Council Member Cothran	Mayor Pro Tem Garcia
Community Foundation	Chair Warren	M. Ballantyne- President
		Vice President - R. Ebert
		Treasurer -J. Brown
		Secretary - G. Key

2026 Appointments CC 01/13/2026

Local Organization	Regular Member	Alternate Member
SBCTA & SBCOG formerly San Bernardino County Association of Governments (SANBAG) Board of Directors Appt.	Mayor Warren	Mayor Pro Tem Garcia
Inland Empire Utility Agency (IEUA) - Regional Sewage Program Policy Committee	Council Member Cothran	Council Member Roberts
Omnitrans Board of Directors	Council Member Roberts	Council Member Cothran
San Bernardino County Flood Control Zone 1 and 2 Advisory Committees (ZAC)	Council Member Roberts	Mayor Pro Tem Garcia
San Bernardino County Solid Waste Advisory Task (SWAT) Force	Mayor Pro Tem Garcia	Mayor Warren
Southern California Association of Governments (SCAG) - General Assembly	Mayor Pro Tem Garcia	Mayor Warren

2025 Ad Hoc Advisory Sub-Committees to the City Manager

	Member	Member
Infrastructure Sub-Committee	Mayor Pro Tem Garcia	Council Member Cothran
Finance Sub-Committee	Mayor Warren	Mayor Pro Tem Garcia



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0747

Agenda #: S.

Agenda Date: 1/13/2026

Category: Consent Calendar

FROM:

Police Department

SUBJECT:

Police Department Monthly Information Update

RECOMMENDATION:

Accept the Police Department monthly information update for October 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 October 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

October 2025



NOTEWORTHY EVENTS

- Fontana Police hosted a blood drive at the Fontana Police Department.
- Fontana Police hosted an open house event at the Fontana Police Department.
- Fontana Police Special Operations seized 50 kilos of cocaine, 300 pounds of methamphetamine, and large quantities of Xanax and fentanyl. Additionally, they recovered over 3 million dollars of stolen cargo and 100 illegally possessed firearms.
- The K-9 Pals non-profit organization hosted the annual K-9 Pals golf tournament.
- Fontana Police participated in the annual "Cope for Kids Fly-in" at Loma Linda Children's Hospital.
- COPE assisted the Etiwanda School District with several school site safety plans.
- COPE participated in the Kiwanis Mental Health Awareness Fair at Steelworker's.



CITYWIDE

- Priority 1 response time- 5:05 (Emergency calls like subject not breathing, shots fired, and other immediate risk to life/safety)
- Calls for service- 9,423
- Total arrests- 621
 - Hispanic- 429, White- 77 , Black- 84, All other races-31
- Total Group A Offenses- 645
 - Crimes Against Persons- 135
 - Crimes Against Property- 308
 - Crimes Against Society- 202



- Crimes Against Person- 135

- Homicide- 0
- Sex Offenses- 10
- Assault- 117
- Kidnapping- 0
- Other- 8

- Crimes Against Property- 308

- Robbery- 10
- Burglary- 19
- Larceny- 125
- Destruction of Property- 45
- Fraud- 38
- Possession of Stolen Property- 29
- Motor Vehicle Theft- 38
- Other Miscellaneous Property Crimes- 4

- Crimes Against Society- 202

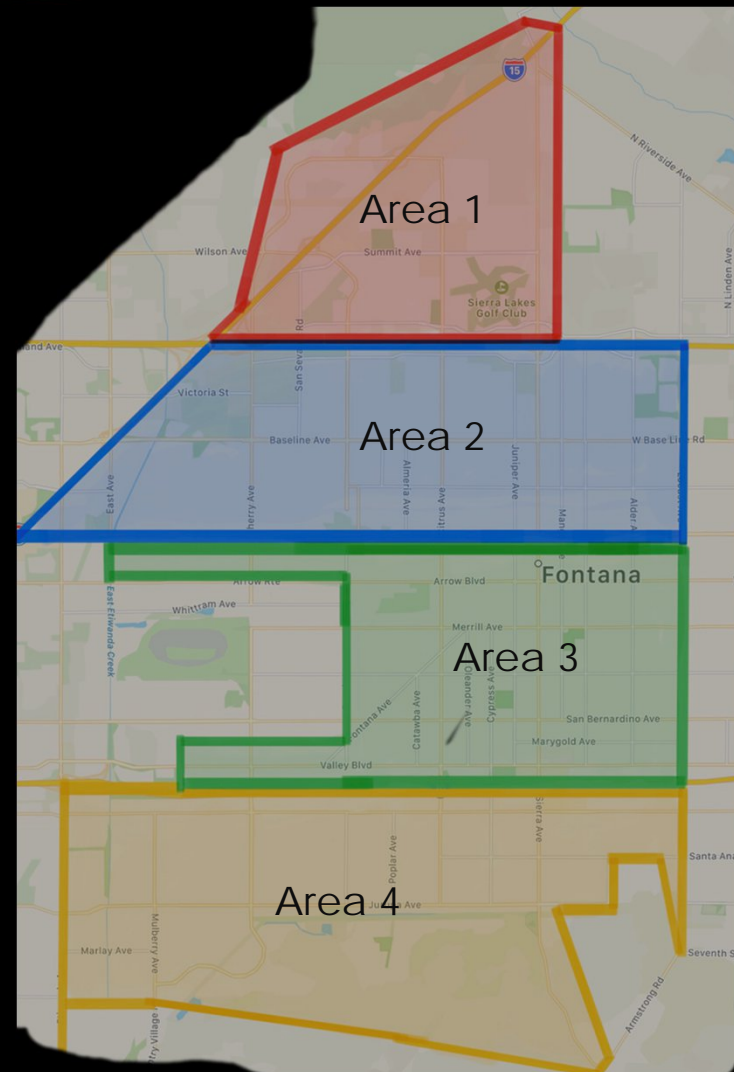
- Drug and Paraphernalia Possession- 166
- Possession of Child Pornography- 13
- Possession of Weapons- 23
- Other Miscellaneous Crimes- 0

CITYWIDE



CRIMES BY BEAT

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



BEAT 1

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

- Total Group A Offenses- 69
- Crimes Against Persons- 17
- Crimes Against Property- 48
- Crimes Against Society- 4



BEAT 2

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

- Total Group A Offenses- 155
- Crimes Against Persons- 36
- Crimes Against Property- 95
- Crimes Against Society- 24



BEAT 3

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

- Total Group A Offenses- 320
-
- Crimes Against Persons- 60
 - Crimes Against Property- 93
 - Crimes Against Society- 167



Beat 4

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

- Total Group A Offenses- 101
- Crimes Against Persons- 22
- Crimes Against Property- 72
- Crimes Against Society- 7





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 #: 26-0748

Agenda #: T.

Agenda Date: 1/13/2026

Category: Consent Calendar

FROM:

Police Department

SUBJECT:

Police Department Monthly Information Update

RECOMMENDATION:

Accept the Police Department monthly information update for November 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 November 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

November 2025



NOTEWORTHY EVENTS

- Fontana Police K-9 Pals hosted the 17th annual K-9 Pals Golf Tournament.
- Fontana Police participated in the annual “Cops for Kids Fly-in” at Loma Linda Children’s Hospital.
- Lieutenant Kraut hosted an Area 2 Area Commander Meeting at North Tamarind Elementary School.
- Fontana Police seized 75 kilos of cocaine, 240 pounds of methamphetamine, 2500 fentanyl pills and additional large quantities of Xanax, heroin, and psilocybin mushrooms. Additionally, 44 illegally possessed firearms were seized.
- Fontana Police partnered with Universal Soccer League and the annual “Chispas de Amor” toy drive for the upcoming holidays.
- FORGE Unit partnered with Lowe’s North Fontana and teamed up for a graffiti clean up day.



CITYWIDE

- Priority 1 response time- 5:25 (Emergency calls like subject not breathing, shots fired, and other immediate risk to life/safety)
- Calls for service- 8,699
- Total arrests- 517
 - Hispanic- 345, White- 67 , Black- 83, All other races-22
- Total Group A Offenses- 544
 - Crimes Against Persons- 151
 - Crimes Against Property- 282
 - Crimes Against Society- 111



- Crimes Against Person- 151

- Homicide- 1
- Sex Offenses- 13
- Assault- 131
- Kidnapping- 2
- Other- 4

- Crimes Against Property- 282

- Robbery- 6
- Burglary- 15
- Larceny- 126
- Destruction of Property- 31
- Fraud- 24
- Possession of Stolen Property- 28
- Motor Vehicle Theft- 44
- Other Miscellaneous Property Crimes- 8

- Crimes Against Society- 111

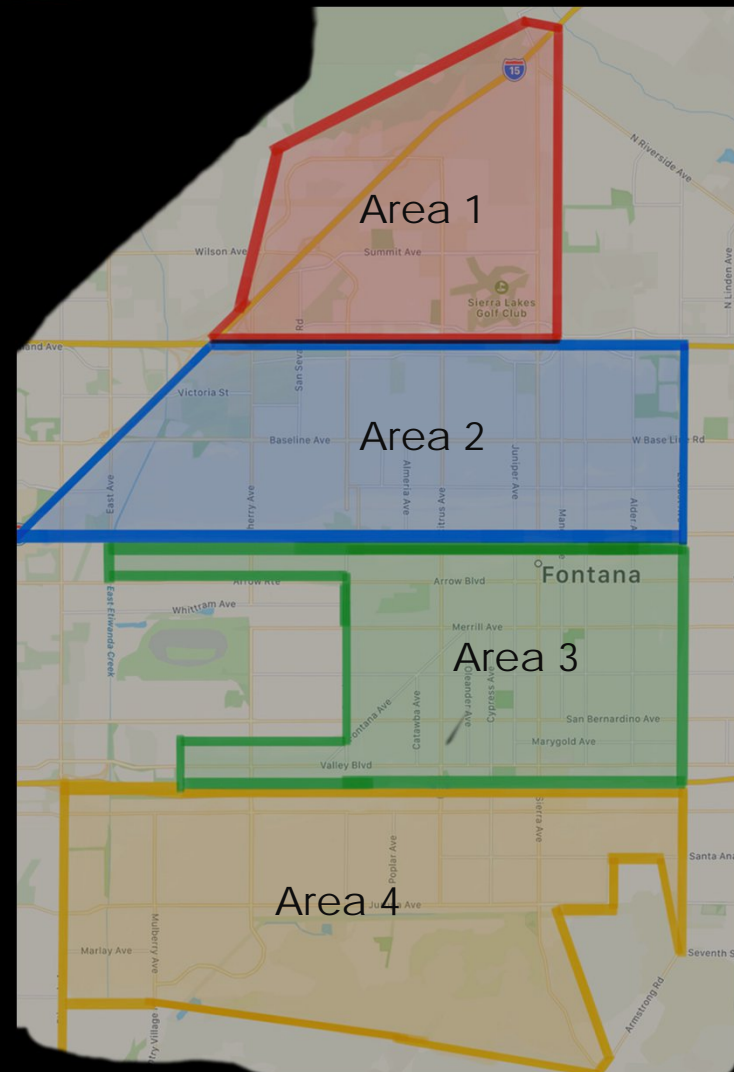
- Drug and Paraphernalia Possession- 98
- Possession of Child Pornography- 1
- Possession of Weapons- 12
- Other Miscellaneous Crimes- 0

CITYWIDE



CRIMES BY BEAT

- Police Department Beat system is NOT geographically the same as City Council representation Districts
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- 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- 18
- Crimes Against Property- 42
- Crimes Against Society- 3



BEAT 2

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

- Total Group A Offenses- 134
- Crimes Against Persons- 41
- Crimes Against Property- 74
- Crimes Against Society- 19



BEAT 3

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

- Total Group A Offenses- 260
-
- Crimes Against Persons- 77
 - Crimes Against Property- 102
 - Crimes Against Society- 81



Beat 4

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

- Total Group A Offenses- 87
- Crimes Against Persons- 15
- Crimes Against Property- 64
- Crimes Against Society- 8





ADDITIONAL USEFUL INFORMATION

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