

# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335



## Regular Agenda

Ord. No. 1892 Reso. No 2022-019

Tuesday, April 12, 2022

7:00 PM

**CLOSED SESSION - 6:00 P.M.**  
**REGULAR MEETING - 7:00 P.M.**

Grover W. Taylor Council Chambers

## City Council Meeting

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

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**Welcome to a meeting of the Fontana City Council.**

Welcome to a meeting of the Fontana City Council. A complete agenda packet is located in the binder on the table in the lobby of the Grover W. Taylor Council Chambers 8353 Sierra Avenue Fontana, CA 92335. To address the Council, please fill out a card located at the entrance to the right indicating your desire to speak on either a specific agenda item or under Public Communications and give it to the City Clerk. Your name will be called when it is your turn to speak. In compliance with Americans with Disabilities Act of 1990 (42 USC § 12132), the Grover W. Taylor Council Chambers 8353 Sierra Avenue Fontana, CA 92335 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 a modification or accommodation in order 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 in the Grover W. Taylor Council Chambers 8353 Sierra Avenue Fontana, CA 92335.

Traducción en Español disponible a petición. Favor de notificar al Departamento "City Clerk". Para mayor información, favor de marcar el número (909) 350-7602.

**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. 6:00 P.M. CLOSED SESSION****CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO  
GOVERNMENT CODE SECTION 54957.6**[21-1302](#)

**City Negotiator: Shannon Yauchzee, Interim City Manager  
and Rakesha Thomas,**

**Director of Human Resources and Risk Management**

**Employee Organization(s): Police Officers' Association;  
Police Management Association.**

**CONFERENCE WITH LEGAL COUNSEL-EXISTING  
LITIGATION**

**(Paragraph (1) of subdivision (d) of Section 54956.9)**

**Name of case: Sierra Club v. City of Fontana, et al.**

**San Bernardino Superior Court Case No. CIVSB2121605;**

**and People of the State of California v. City of Fontana, et  
al.**

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**San Bernardino Superior Court Case No. CIVSB2121829****CALL TO ORDER/ROLL CALL:**

- A. 7:00 P.M. Call To Order/Roll Call:

**INVOCATION/PLEDGE OF ALLEGIANCE:**

- A. Fontana Police Department Chaplain Deylyne McCampbell / Pledge of Allegiance:

**SPECIAL PRESENTATIONS:**

- A. 1. Mayor Warren and City Council to swear in new Fontana Police Officers Toni Lozano and Travis Marshall and Reserve Officers Stephen DuMontier and Troy Pennington (Chief Green to present). [21-1295](#)
2. Mayor Warren and City Council to recognize Senior Accountant Genivive Schwarzkopf as Management Services Department Employee of the Year (Chief Financial Officer Jessica Brown to present).

**PUBLIC COMMUNICATIONS:**

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

- A. **Public Communications**

**CONSENT CALENDAR:**

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

- A. **Approval of Minutes** [21-1283](#)

Approve the minutes of the March 8, 2022, and March 22, 2022, Regular City Council Meetings.

**Attachments:** [Regular City Council Meeting Minutes - 03.08.22](#)  
[Regular City Council Meeting Minutes - 03.22.22](#)

- B. Adoption of Ordinance No. 1891** [21-1278](#)
- Second Reading/Adopt **Ordinance No.1891**, an Ordinance of the City Council of the City of Fontana, approving Municipal Code Amendment (MCA) No. 21-001R1 for an amendment to Chapter 9 of the Municipal Code to modify Article V to revise sustainability standards for industrial commerce centers throughout the city.
- Attachments:** [Ordinance No. 1891](#)
- C. Adopt the Updated Salary Range for the Classification of Accounting Manager** [21-1310](#)
- Adopt **Resolution No. 2022-\_\_\_\_**, a resolution of the City Council of the City of Fontana adopting the updated salary range for the classification of Accounting Manager and updated salary table for the Management Confidential Group.
- Attachments:** [Resolution 04/12/22 Accounting Manager](#)  
[Management Confidential Salary Table 04/12/22](#)
- D. Accept perimeter CFD Landscape improvements for Duncan Canyon Road and Cypress Avenue for Tract No. 19961 & Tract No. 19962 & Tract 19962-1 within the Arboretum Specific Plan** [21-1288](#)
- Accept perimeter CFD Landscaping improvements for Duncan Canyon Road and Cypress Avenue for Tract No. 19961 & Tract No. 19962 & Tract No. 19962-1 within the Arboretum Specific Plan and Release related Faithful Performance Bonds
- Attachments:** [Arboretum Meadows Village Perimeter Landscape](#)
- E. Adopt Resolution and Authorize the Deputy City Manager to Award Contract to Masterseal Corp. of San Clemente California, for Emergency Pool Deck Repair Work at the Village of Heritage Pool Facility** [21-1292](#)
1. Adopt **Resolution No 2022-\_\_\_\_**, a resolution of the City Council of the City of Fontana recognizing that certain conditions exist on the pool deck at the Village of Heritage Pool Facility requiring emergency repair work. This resolution is made in accordance with Fontana City Code Sec.10-147(6).
  2. Authorize the Deputy City Manager, or his designee, to execute a contract with Masterseal Corp. in the amount of \$219,500 with a 10% contingency in the amount of \$21,950 for the performance of emergency pool deck repair work at the Village of Heritage Pool Facility.
- Attachments:** [VOH Pool Emergency Resolution](#)  
[2022 - Bid Proposal - Heritage Pool Deck - 2-20-22](#)

- F. Approve a Construction and Maintenance Agreement with Southern California Regional Rail Authority (SCRRA) for the construction of the Citrus Avenue at Ceres Avenue Traffic Signal Project** [21-1280](#)
1. Approve and authorize City Manager to execute a Construction and Maintenance Agreement, with Southern California Regional Rail Authority in the amount of \$250,000.00, for the construction of the Citrus Avenue at Ceres Avenue Traffic Signal Project (PN 3355).
  2. Approve and authorize the City Manager to execute any future amendments to the Construction and Maintenance Agreement.
- Attachments:** [Citrus-Ceres Vicinity Map](#)  
[Const. & Maint. Agreement](#)
- G. Approve a License Agreement with San Bernardino County Transportation Authority (SBCTA) for the Construction of the Citrus Avenue at Ceres Avenue Traffic Signal Project** [21-1285](#)
1. Approve and authorize City Manager to execute a License Agreement with the San Bernardino County Transportation Authority (SBCTA) for the construction of the Citrus Avenue at Ceres Avenue Traffic Signal Project (PN 3355).
  2. Approve and authorize the City Manager to execute any future amendments to the License Agreement.
- Attachments:** [Citrus-Ceres Vicinity Map](#)  
[SBCTA License Agreement](#)
- H. Approve the San Bernardino County Municipal Separate Storm Sewer System - Common Interest, Joint Defense, and Confidentiality Agreement Among Permittees (CITY)** [21-1289](#)
- Approve the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Implementation Agreement, entitled "Common Interest, Joint Defense, and Confidentiality Agreement Among Permittees" and Authorize the City Manager to execute the agreement on behalf of the City of Fontana as a Co-permittee.
- Attachments:** [Common Interest Agreement County District Co-Permittees](#)
- I. Authorization of the Recruitment and Retention Incentive Program** [21-1286](#)
- Authorize City staff to implement a Recruitment and Retention Incentive Program for full-time and part-time hires and employment and amend the American Rescue Plan Act (ARPA) Expenditure Plan.

**Attachments:** [Revised ARPA Exp Plan 03312022](#)

**J. Authorization to Share Data with California Franchise Tax Board [21-1275](#)**

Adopt **Resolution No. 2022-\_\_\_\_\_** of the City Council of the City of Fontana authorizing the City Manager to execute an agreement between the City of Fontana and the State of California Franchise Tax Board in the Local Government Sharing Program.

**Attachments:** [FTB Agreement Resolution March 2022](#)

**K. Award Bid and Contract for Household Hazardous Waste Management Services [21-1281](#)**

Approve, award bid (SP-41-PW-22) and authorize the City Manager to enter into a two-year contract with Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Management Services with three (3) one-year extensions at the sole discretion of the City.

**Attachments:** [RFP Scoring Matrix - SP-41-PW-22](#)  
[Bid Recap Letter SP-41-PW-22](#)

**L. Award Contract (SP-49-DS-21) for the Local Early Action Planning (LEAP) Grant Administration [21-1251](#)**

Award bid (SP-49-DS-21) and authorize the City Manager to enter into a contract with Kimley Horn in the amount of \$469,375 to facilitate the administration of the LEAP Grant Program.

**Attachments:** [Attachment No. 2 - Bidder Scoring Sheet](#)  
[Attachment No. 1 - Bidder Detail Report](#)

**M. Award Bid SB-56-PW-22 for the Walnut Village Iron Fencing Removal and Installation Project [21-1297](#)**

Award bid and authorize the City Manager to execute a contract with J & A Engineering Corp. for the Walnut Village Iron Fencing and Installation Project in the amount of \$449,526 with a 10% contingency in the amount of \$44,952.

**Attachments:** [Location Map](#)  
[Bid Summary](#)  
[Bid Recap Letter](#)  
[Project Report Summary](#)

**N. Declaring Surplus Land - Arrow Blvd. & Citrus Avenue Property [21-1306](#)**

1. Approve **Resolution No. 2022-\_\_\_\_\_** declaring that two City-owned vacant

lots on the SWC of Arrow Blvd. and Citrus Avenue (Assessor's Parcel Numbers 0232-201-12 and 0232-201-13) are "Surplus Land" pursuant to the Surplus Land Act, Government Code Section 54220 Et Seq.; and approving the form of Notice of Availability.

2. Authorize the City Manager and/or his designee(s) to take all actions necessary or appropriate to comply with the Surplus Land Act.

**Attachments:** [Resolution Declaring Rosemead Properties Parcels as Surplus Property](#)  
[SLA Notice of Availability \(Arrow Blvd. Property\)](#)

**O. Purchase One (1) AS-350 B-2 Aircraft (Helicopter) [21-1305](#)**

1. Authorize the Police Department to utilize Article V. PURCHASING Sec. 10-152. - Exceptions from bid procedures of the Fontana City Code to acquisition a helicopter along with additional safety and support equipment to be assigned to the air support unit.

2. Authorized the Police Chief or his designee to negotiate the purchase for the best value for the city.

3. Approve appropriation and allocate the amount of \$3,000,000 from Fund 302 as part of the "American Rescue Plan Act" (ARPA Funds) and authorize the City Manager or his designee to execute all related contract documents.

**P. Resolution Adopting the District Voter Map for the City of Fontana [21-1311](#)**

Adopt **Resolution No. 2022-\_\_\_\_\_**, A Resolution of the City Council of the City of Fontana, California, Adopting District Map for a By-District Electoral System and Certain Related Matters.

**Attachments:** [Resolution for Map Adoption w-map.2](#)

**Q. Resolution of Intent to form Community Facilities District No. 109 (Narra Hills) [21-1313](#)**

1. Adopt **Resolution No. 2022-\_\_\_\_\_**, of the City Council of the City of Fontana of Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes.

2. Adopt **Resolution No. 2022-\_\_\_\_\_**, of the City Council of the City of Fontana to Incur Bonded Indebtedness of the Proposed City of Fontana Community Facilities District No. 109 (Narra Hills).

**Attachments:** [Resolution of Intent](#)  
[Resolution to Incur Bonded Indebtedness](#)  
[Boundary Map](#)

**R. Adopt a Resolution Opposing SB 871 a School Vaccine Requirement Bill [21-1325](#)**

Adopt **Resolution No, 2022- \_\_\_\_\_**, of the City Council of the City of Fontana Opposing SB 871 a School Vaccine Requirement Bill.

**Attachments:** [SB 871 Resolution](#)

**Approve Consent Calendar Items as recommended by staff.**

**PUBLIC HEARINGS:**

To speak on Public Hearing Items, submit comments via e-mail at [publiccomments@fontana.org](mailto:publiccomments@fontana.org). In the subject of your e-mail please indicate whether you are in favor or opposition of the item. Comments must be received no later than 5:00 P.M. on the day of the meeting. Comments of no more than three (3) minutes will be read into the record at the appropriate time during the meeting. If you challenge in court any action taken concerning a Public Hearing item, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice or in written correspondence delivered to the City at, or prior to, the Public Hearing.

**All Public Hearings will be conducted following this format:**

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

**A. Adoption of a Resolution of the City Council of the City of Fontana Abandoning Undeveloped City-Owned Parkland Pursuant to the Municipal Park Abandonment Law of 1939 (Government Code sections 38501 et. seq.); and Determining that the Abandonment of the Parkland is Exempt from CEQA [21-1309](#)**

1. Conduct the public hearing; and
2. Adopt **Resolution No. 2022 - \_\_\_\_\_** of the City Council of the City of Fontana Abandoning Undeveloped City-Owned Parkland Pursuant to the Municipal Park Abandonment Law of 1939; and Determining that the Abandonment of the Parkland is Exempt from CEQA.

**Attachments:** [Fontana -Abandoning Park Land Resolution](#)

**CITY MANAGER COMMUNICATIONS:**

**A. City Manager Communications**



**ELECTED OFFICIALS COMMUNICATIONS/REPORTS:**

- A. Elected Officials Communications/Reports

**ADJOURNMENT:**

- A. Adjournment

To the next Regular City Council Meeting on Tuesday, April 26, 2022 at 7:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.



# City of Fontana

## Action Report

### City Council Meeting

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**File #:** 21-1302  
**Agenda #:**

**Agenda Date:** 4/12/2022  
**Category:** Closed Session

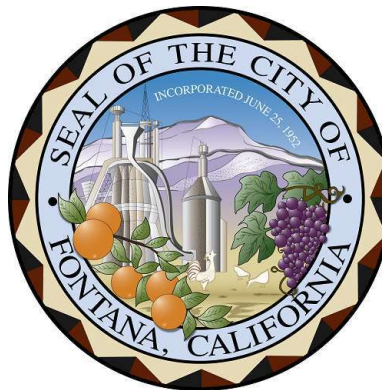
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### Closed Session

Tuesday, April 12, 2022

6:00 P.M.

City Hall - Executive Conference Room



### City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesse "Jesus" Sandoval, Council Member

Phillip W. Cothran., Council Member



# City of Fontana

## Action Report

### City Council Meeting

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**File #:** 21-1295  
**Agenda #:** A.

**Agenda Date:** 4/12/2022  
**Category:** Special Presentation

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### Special Presentations

Tuesday, April 12, 2022  
Council Chambers



### City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesse "Jesus" Sandoval, Council Member

Phillip W. Cothran, Council Member



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-1283

**Agenda #:** A.

**Agenda Date:** 4/12/2022

**Category:** Consent Calendar

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**FROM:**

City Clerk

**SUBJECT:**

Approval of Minutes

**RECOMMENDATION:**

Approve the minutes of the March 8, 2022, and March 22, 2022, Regular City Council Meetings.

**COUNCIL GOALS:**

- To create a team by working together to provide stability and consistent policy direction.
- To create a team by communicating Goals and Objectives to all sectors of the community.

**DISCUSSION:**

The City Council will consider approval of the minutes of the March 8, 2022 and March 22, 2022, Regular City Council meetings. The draft minutes are attached to this report for Council review and approval.

**FISCAL IMPACT:**

None

**MOTION:**

Approve staff recommendation

# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335



## Minutes

Tuesday, March 8, 2022

7:00 PM

Grover W. Taylor Council Chambers

### City Council Meeting

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

**WORKSHOP:**

- A. 5:00 P.M. City Council Workshop**

The Workshop of the Fontana City Council was held on Tuesday, March 8, 2022, in the Grover W. Taylor Council Chambers, 8353 Sierra Avenue, Fontana, CA 92335. Mayor Warren called the meeting to order at 5:01 p.m. with all members of the City Council present. City Treasurer Janet Koehler-Brooks was also in attendance.

The Regular City Council meeting agenda was reviewed.

Council Member Cothran requested that Consent Calendar Item 'F' be removed for questions of staff.

City Manager comments were heard and received. Interim City Manager Yauchzee commented on upcoming deadline for applications for appointment to fill the unscheduled vacancy of the Elected City Clerk.

Public Communications were received following presentation, as the item before the Council was a Public Hearing.

National Demographic Corporation (NDC), Todd Tatum, presented the fourth of the four required public hearings on the Redistricting process for Fontana, identifying the eight total received draft maps provided by both NDC, as the City's consultant, and the public.

The following individuals spoke in support of draft map 401:

1. Manuel Rendon
2. Pastor Samuel Casey
3. Janet Bernabe
4. Ana Gonzalez
5. Elizabeth Sena
6. Ben
7. Kareem Gongora
8. Yasmin Ramirez
9. Lupe Camacho
10. Mary Sandoval
11. Amparo Munoz Miramontes
12. Joaquin Castellejos
13. Gaby Mendez

Additionally, the City Clerk's Office received 44 written correspondences in support of draft Map 401 and 2 written correspondences in support of draft Map 601.

Immediately after public comment, City Attorney Ruben Duran and Deputy City Clerk Ashton Arocho, provided clarification around some of the comments received.

Following the presentation and public comment, Mayor Warren requested an amendment to be made by NDC for draft map 104, to re-draw the boarder line of District 3 and District 4 between Juniper and Cypress Ave.

By a vote of 4-1, Sandoval voting no, draft maps 103, 104 and 402 were directed for staff

to bring back for Council's final consideration at the March 22, 2022, Council meeting.

The workshop adjourned at 6:12 p.m.

**CLOSED SESSION:**

**A. 6:00 P.M. CLOSED SESSION**

A Closed Session was held in the Executive Conference Room at 6:12 p.m. located at 8353 Sierra Avenue, Fontana, California, with all members of the City Council present.

**PUBLIC COMMUNICATION - CLOSED SESSION:**

**A. Public Communications - Closed Session**



There was no public communications received on the following closed session items:

PUBLIC EMPLOYEE APPOINTMENT  
(Government Code section 54957(b)(1))  
Title: City Manager

CONFERENCE WITH LABOR NEGOTIATORS PURSUANT  
TO GOVERNMENT CODE SECTION 54957.6  
City Negotiator: Ruben Duran, City Attorney  
Unrepresented Employee: City Manager

CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
(Gov. Code section 54956.8)  
Property: APN 019116305, APN 019116324, APN 019116316,  
APN 019116317 & APN 019116326  
City Negotiator: Shannon Yauchzee, Interim City Manager  
Negotiating Parties: Bank of America  
Under Negotiation: Price and terms of payment

CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO  
GOVERNMENT CODE SECTION 54957.6  
City Negotiator: Shannon Yauchzee, Interim City Manager and Rakesha Thomas,  
Director of Human Resources and Risk Management  
Employee Organization(s): Teamsters Local 1932 City Hall Unit; Teamsters Local 1932  
Yard Unit; Police Officers' Association; Police Management Association; Police Benefit  
Association; Management/Confidential

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO  
GOVERNMENT CODE SECTION 54956.9(d)(1)  
Case: Timothy Frydendall vs. City of Fontana Workers' Compensation  
Claim Number: 210200060

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO  
GOVERNMENT CODE SECTION 54956.9(d)(1)  
Case: Lucien Leyes, et. al v. City of Fontana  
Claim Number: 2020-066 (a-C)

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (Paragraph (1) of  
subdivision (d) of  
Section 54956.9)  
Name of case: Sierra Club v. City of Fontana, et al. San Bernardino Superior Court  
Case No. CIVSB2121605;  
and People of the State of California v. City of Fontana, et al. San Bernardino Superior  
Court  
Case No. CIVSB2121829

**CALL TO ORDER/ROLL CALL:**

**A. 7:00 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, California 92335, on Tuesday, March 8, 2022. Mayor Warren called the meeting to order at 7:06 p.m.

**ROLL CALL:**

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

Absent: None

**INVOCATION/PLEDGE OF ALLEGIANCE:****A. Fontana Police Department Chaplain Victor Nolen / Pledge of Allegiance:**

Following the invocation led by Fontana Police Department Chaplain Victor Nolen, the pledge of allegiance was led by Mayor Pro Tem Garcia.

**CLOSED SESSION ANNOUNCEMENT**

City Attorney Ruben Duran reported that there was no reportable action on five of the seven Closed Session items presented to City Council. The Closed Session items listed below had the following reportable action:

**PUBLIC EMPLOYEE APPOINTMENT**  
(Government Code section 54957(b)(1))  
Title: City Manager

**CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6**  
City Negotiator: Ruben Duran, City Attorney  
Unrepresented Employee: City Manager

**ACTION:** Passed by an unanimous vote of 5-0 to appoint Matt Ballantyne as City Manager. (AYES: Warren, Garcia, Cothran, Roberts, and Sandoval; NOES: None)

Mayor Warren requested that New Business Item 'A' taken out of order on the agenda.

The following item was taken out of order:

**NEW BUSINESS:****A. New Business**

- A.** Orally Report Compensation and Approve City Manager Employment Agreement [21-1246](#)  
Orally Report a Summary of Compensation and Approve Employment Agreement Appointing City Manager, effective April 18, 2022, and Setting Compensation and Other Terms of Employment.

City Attorney Duran presented the staff report.

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

Mayor Warren and the City Council formally welcomed and introduced incoming City Manager Matt Ballantyne and thanked Interim City Manager Shannon Yauchzee for his dedication in his interim role.

## **PROCLAMATION:**

### **A. Proclamation**

[21-1220](#)

A. Mayor Warren and City Council to proclaim March 10, 2022 as Arbor Day (Public Works Manager, Dan West to accept).

Mayor Warren and City Council proclaimed March 10, 2022, as Arbor Day, presenting a proclamation to Public Works Manager Dan West.

## **SPECIAL PRESENTATIONS:**

### **A. Special Presentations**

[21-1236](#)

A. Mayor Warren and City Council to recognize Management Services Department for the receipt of the California Society of Municipal Finance Officers (CSMFO) Operating Budget Meritorious and the Capital Budget Excellence Award and the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award. (Interim Deputy City Manager Ray Ebert to present).

Mayor Warren and City Council recognized Management Services Department for their recent awards.

## **PUBLIC COMMUNICATIONS:**

### **A. Public Communications**

The following individual spoke under public communications:

1. Deborah Hall Lindsey spoke on past community events.

## **CONSENT CALENDAR:**

Council Member Cothran requested that Item 'F' be pulled for questions to staff.

Interim City Manager Yauchzee and Chief Financial Officer Jessica Brown provided a quick overview on Consent Calendar Item 'F' and answered questions of the City Council.

**ACTION:** Motion was made by Council Member Cothran, seconded by Council Member Roberts, and passed unanimously by a vote of 5-0 to adopt this Consent Calendar Items "A-F", with Mayor Pro Tem Garcia abstaining from Consent Calendar Item 'B' due to his residence being within close proximity to the project.

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

- A.** Approval of Minutes [21-1237](#)  
Approve the minutes of the February 22, 2022, Regular City Council Meeting.
- B.** Approval of Final Map for Tract No. 20362 within the Arboretum Specific Plan [21-1179](#)  
Approve the Final Map for Tract No. 20362 located north of Casa Grande Avenue, west of Sierra Avenue, south of Duncan Canyon Road, and east of Cypress Avenue within the Arboretum Specific Plan; accept as public dedicated streets and easements; and authorize the City Manager to enter into a Subdivision Agreement with the subdivider.
- C.** Approve replacement of securities for Tract No. 20018. [21-1182](#)  
Approve replacement of securities for infrastructure improvements of Tract No. 20018 and authorize the City Manager to enter into a Subdivision Agreement with D.R. Horton Los Angeles Holding Company, Inc. for construction of infrastructure improvements.
- D.** Resolution Ratifying the 2021-2024 Memorandum of Understanding for the Teamsters Local 1932, City Hall Bargaining Unit [21-1193](#)  
Adopt **Resolution No. 2022-014**, a resolution of the City Council of the City of Fontana ratifying the Memorandum of Understanding between the City of Fontana and the Teamsters Local 1932, City Hall Bargaining Unit.
- E.** Resolution Ratifying the 2020-2024 Memorandum of Understanding for the Teamsters Local 1932, Public Works Bargaining Unit [21-1194](#)  
Adopt **Resolution No. 2022-015**, a resolution of the City Council of the City of Fontana ratifying the Memorandum of Understanding between the City of Fontana and the Teamsters Local 1932, Public Works Bargaining Unit
- F.** American Rescue Plan Act Recommended Expenditure Plan [21-1233](#)  
Approve the American Rescue Plan Act Recommended Expenditure Plan in the amount of \$50,257,113 and associated budget adjustments.

**NEW BUSINESS (CONTINUED):**

- B.** Miscellaneous Project No. 22 - 001- Review of 2021 General Plan Annual Progress Report [21-1213](#)  
Direct staff to submit the 2021 General Plan Annual Progress Report to the Governor's Office of Planning and Research (OPR) and the State Department of Housing and Community Development (HCD).

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

## **CITY MANAGER COMMUNICATIONS:**

### **A. City Manager Communications**

Interim City Manager Yauchzee spoke on upcoming community events.

## **ELECTED OFFICIALS COMMUNICATIONS/REPORTS:**

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

City Treasurer Koehler-Brooks recognized Management Services on their recent awards.

Council Member Sandoval spoke on recent community events; congratulated Fontana High School for their recent CIF Title for Basketball; and welcomed newly appointed City Manager Matt Ballantyne.

Council Member Roberts thanked everyone for their prayers and well wishes in his recovery from a recent surgery.

Council Member Cothran spoke on recent community events; wished his son a Happy First Birthday; and discussed an upcoming ride-along with the COAST Team.

Council Member Garcia welcomed Councilmen Roberts back; thanked Interim City Manager Shannon Yauchzee for all his time and dedication to the organization and community within his interim appointment; and closed with welcoming newly appointed City Manager Matt Ballantyne.

Mayor Warren recognized International Women's Day; commented on the pandemic effects of children and families; discussed inclusion and diversity; spoke on recent community events; and outlined upcoming Job Fair for the Community Services Department.

## **ADJOURNMENT:**

### **A. Adjournment**

Mayor Warren adjourned the meeting at 8:07 p.m. in memory of Former Upland City Councilmember Tom Thomas and held a moment of silence for those in Ukraine .

The next Regular City Council Meeting on March 22, 2022, at 7:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.

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Ashton R. Arocho, MMC  
Deputy City Clerk

THE FOREGOING MINUTES WERE APPROVED AND ADOPTED BY THE CITY COUNCIL ON THE 12TH DAY OF APRIL 2022.

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City Clerk

# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335



## Minutes

Tuesday, March 22, 2022

7:00 PM

**JOINT WORKSHOP - 5:00 P.M.**  
**CLOSED SESSION - 6:00 P.M.**  
**REGULAR MEETING - 7:00 P.M.**

### **City Council Meeting**

~~Grover W. Taylor Council Chambers~~

*Acquanetta Warren - Mayor*

*Peter A. Garcia- Mayor Pro Tem*

*Phillip W. Cothran - Council Member*

*John B. Roberts - Council Member*

*Jesus "Jesse" Sandoval - Council Member*

*Germaine McClellan Key - City Clerk*

*Janet Koehler-Brooks - City Treasurer*

## WORKSHOP:

### A. 5:00 P.M. Joint City Council and Planning Commission Workshop

The Workshop of the Fontana City Council was held on Tuesday, March 22, 2022, in the Grover W. Taylor Council Chambers, 8353 Sierra Avenue, Fontana, CA 92335. Mayor Warren called the meeting to order at 5:15 p.m. with all members of the City Council present. City Treasurer Janet Koehler-Brooks was also in attendance.

City Attorney Ruben Duran commented that this workshop was originally noted as a Joint Workshop with the City Council and Planning Commission. However, due to lack of quorum of the Planning Commission, the Workshop agenda items will be presented to the City Council only and will not move forward as a Joint meeting.

Planning Commissioner Ralph Thrasher was in attendance in the audience.

The Regular City Council meeting agenda was reviewed.

Interim City Manager Shannon Yauchzee announced upcoming community events under City Manager comments.

No public communications were received.

City staff requested that the two agenda items be heard out of order, to allot time for the applicant to arrive for the Caprock Signage item.

The following items were heard out of order:

### B. Westgate Specific Plan

Principal Planner DiTanyon Johnson introduced Doug Ford and Jeff Pierson with Unitex Management Corporation to provide the presentation and answered questions of the City Council concerns of open space and landscape maintenance.

### A. Caprock Signage

Principal Planner Johnson provided the presentation and answered questions of the City Council concerning retaining and screening walls of the project from the public view. Additionally, staff asked Council to provide preference on which option they preferred. There was a unanimous consent on 'Option 1'.

Planning Commission Thrasher also noted for the record as public comment that he also preferred 'Option 1'.

The Workshop adjourned at 5:58 p.m.

- (A) Caprock Signage (Principal Planner DiTanyon Johnson, [21-1264](#) to present);**
- (B) Westgate Specific Plan (Principal Planner DiTanyon Johnson, to present);**
- (C) Public Communications;**



**(D) Agenda Review; and  
(E) City Manager Comments**

**CLOSED SESSION:**

**A. 6:00 P.M. CLOSED SESSION**

A Closed Session was held in the Executive Conference Room at 6:00 p.m. located at 8353 Sierra Avenue, Fontana, California, with all members of the City Council present. Meeting went into Recess

Meeting Reconvened

**PUBLIC COMMUNICATION - CLOSED SESSION:**

**A. Public Communications - Closed Session**

There were no public communications received on the following closed session items:

**CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
(Gov. Code section 54956.8)**

Property: APN 019116305, APN 019116324, APN 019116316,  
APN 019116317 & APN 019116326

City Negotiator: Shannon Yauchzee, Interim City Manager

Negotiating Parties: Bank of America

Under Negotiation: Price and terms of payment

**CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO  
GOVERNMENT CODE SECTION 54957.6**

City Negotiator: Shannon Yauchzee, Interim City Manager and Rakesha Thomas,  
Director of Human Resources and Risk Management

Employee Organization(s): Police Officers' Association; Police Management Association;  
Police Benefit Association; Management/Confidential

**CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED  
LITIGATION**

Pursuant to Gov. Code section 54956.9(d)(2)

Significant exposure to litigation: One Potential Case

**CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT  
CODE SECTION 54956.8:**

Property: APN #023220113 & APN #023220112

Negotiating Party: Shannon Yauchzee, Interim City Manager

Under Negotiation: Price and Terms of Payment

**CALL TO ORDER/ROLL CALL:**

**A. 7:00 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, California on Tuesday, March 22, 2022. Mayor Warren called the meeting to order at 7:15 p.m.

**ROLL CALL:**

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

Absent: None

**INVOCATION/PLEDGE OF ALLEGIANCE:**

**A. Fontana Police Department Valerie Torres / Pledge of Allegiance**

Following the invocation led by Fontana Police Department Chaplain Valerie Torres, the pledge of allegiance was led by Council Member Cothran.

**CLOSED SESSION ANNOUNCEMENT**

City Attorney Duran reported that the City Council met in Closed Session on the items listed on the agenda and took no reportable action.

Additionally, the following item listed on the agenda was not heard by the Council:

**CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6**

City Negotiator: Shannon Yauchzee, Interim City Manager and Rakesha Thomas, Director of Human Resources and Risk Management

Employee Organization(s): Police Officers' Association; Police Management Association; Police Benefit Association; Management/Confidential

**PROCLAMATION:**

**A. A. Mayor Warren and City Council to proclaim March 29, 2022, [21-1266](#) as Vietnam War Veterans Day.**

A. Mayor Warren and City Council to proclaim March 29, 2022, as Vietnam War Veterans Day.

Mayor Warren requested that any Veteran's in the audience to stand for applause as a gesture of thanks for serving the country.

Additionally, Mayor Warren and Members of the City Council proclaimed March 29, 2022, as Vietnam War Veterans Day.

**SPECIAL PRESENTATIONS:**

**A. 1. Mayor Warren and City Council to recognize Officer Mike Hall and Community Policing Technicians Jacqueline Ayala and Heather Howard as the Police Department's February 2022 Employees of the Month (Captain Burton to present). [21-1262](#)**

**2. Fontana Police Chief Green to introduce the Fontana Police Department Chief's Roundtable to Mayor Warren and City Council Members (Chief Green to present).**

**3. Mayor Warren and City Council to swear in new Fontana Fire Fighters David Arnold, Matthew Neal, Eric Gass, Jonathan Turcios, Gabriel Gonzales, and Ben Andres (Chief Birchfield to present).**

1. Mayor Warren and City Council to recognize Officer Mike Hall and Community Policing Technicians Jacqueline Ayala and Heather Howard as the Police Department's February 2022 Employees of the Month (Captain Burton to present).

Mayor Warren and Members of the City Council recognized and congratulated Officer Hall and Community Policing Technicians Ayala and Howard as the Police Department's February 2022 Employees of the Month.

2. Fontana Police Chief Green to introduce the Fontana Police Department Chief's Roundtable to Mayor Warren and City Council Members (Chief Green to present).

Police Chief Green briefly introduced the Fontana Police Department Chief's Roundtable and members of the Roundtable were in attendance to meet the Council and community.

3. Mayor Warren and City Council to swear in new Fontana Fire Fighters David Arnold, Matthew Neal, Eric Gass, Jonathan Turcios, Gabriel Gonzales, and Ben Andres (Chief Birchfield to present).

Mayor Warren swore in new Fontana Fire Fighters alongside their loved ones. Additionally, the entire City Council congratulated each newly sworn-in Fire Fighter, thanking them for their commitment to the community and public safety.

## **PUBLIC COMMUNICATIONS:**

### **A. Public Communications**

Prior to taking public communications, Mayor Warren asked for clarification from City Attorney Duran on how public communications will be taken for the redistricting item.

City Attorney Duran noted for the record and to clarify with the members of the City Council and public that the redistricting item on tonight's agenda is not a Public Hearing and public communications for the item will be taken at this time.

The following individuals spoke under public communications:

1. Lauren Gomez requested that the City Council consider writing a letter of opposition to SB 871, SB 866 and AB 1993.
2. Greg Abdouch requested that the City Council consider writing a letter of opposition to SB 871, SB 866 and AB 1993.
3. Timothy Johnson requested that the City Council consider writing a letter of opposition to SB 871, SB 866 and AB 1993.
4. Ben spoke in opposition of the redistricting draft maps being considered by the Council.
5. Nancy McNicholas spoke in opposition of the redistricting draft maps being considered by the Council.
6. Elizabeth Sena spoke in opposition of the redistricting draft maps being considered by the Council.
7. Janet Bernabe spoke in opposition of the redistricting draft maps being considered by the Council.
8. Ana Gonzalez spoke in opposition of the redistricting draft maps being considered by the Council.
9. Jennifer Cardenas spoke in opposition of the redistricting draft maps being considered by the Council.
10. Chad Gaskin requested to file a complaint against a received citation from the code compliance department.
11. Cris Smith spoke in opposition of the redistricting draft maps being considered by the Council.
12. Amparo Munoz spoke in opposition of the redistricting draft maps being considered by the Council.
13. Christian Shayhnssy spoke in opposition of the redistricting draft maps being considered by the Council.
14. Jasmine Cunningham spoke in opposition of the redistricting draft maps being

considered by the Council.

15. Lilia Ulloa, requested Spanish Translation. Administrative Assistant Susana Gallardo provided translation services. Ms. Ulloa spoke in opposition of the redistricting draft maps being considered by the Council.

16. Gabriela Mendez spoke in opposition of the redistricting draft maps being considered by the Council.

17. James Lee spoke in opposition of the redistricting draft maps being considered by the Council.

18. Krisha Grace Vallejos spoke in opposition of the redistricting draft maps being considered by the Council.

19. Maribel Nunez spoke in opposition of the redistricting draft maps being considered by the Council.

20. Christine McGuire spoke in opposition of the redistricting draft maps being considered by the Council.

21. Stacey Ramos spoke in opposition of the redistricting draft maps being considered by the Council.

22. Elisa Rodriguez spoke in opposition of the redistricting draft maps being considered by the Council.

Mayor Warren called a recess at 8:49 p.m.

Mayor Warren reconvened the meeting at 8:50 p.m.

### **CONSENT CALENDAR:**

**ACTION:** Motion was made by Council Member Roberts, seconded by Mayor Pro Tem Garcia, and passed unanimously by a vote of 5-0 to adopt Consent Calendar Items "B-E", with the removal of Consent Calendar Item 'A' to be brought back at a future meeting. The motion carried by the following vote: **AYES:** Warren, Garcia, Cothran, Roberts, and Sandoval; **NOES:** None; **ABSTAIN:** None

- Aye:** Warren, Garcia, Roberts, Sandoval, and Cothran
- A. Approval of Minutes** [21-1263](#)  
Approve the minutes of the March 8, 2022, Regular City Council Meeting.
- B. Accept Donation from Fontana Foundation of Hope** [21-1249](#)  
Accept donation from Fontana Foundation of Hope in the amount of \$2,000 for use towards the 2022 Fontana Summer Concert Series.

- C. Adopt Resolutions Approving the Updated Salary Tables for the Executive and Management Confidential Groups, and the Fontana Police Benefit Association Bargaining Group.** [21-1268](#)
1. Adopt **Resolution No. 2022-016**, a resolution of the City Council of the City of Fontana adopting the updated salary tables for the Management Confidential Group and the Fontana Police Benefit Association Bargaining Unit.
  2. Adopt **Resolution No. 2022-017**, a resolution of the City Council of the City of Fontana adopting the updated Executive salary table.
- D. 2020 Homeland Security Grant Program** [21-1230](#)
1. Accept the 2020 Homeland Security Grant Program subrecipient award in the amount \$41,364 from the Office of Homeland Security.
  2. Authorize the Chief of Police or his designee to sign all related grant documents including extensions or modifications for the grant; and expend funds as outlined in the grant agreement.
- E. Police Department Monthly Information Update** [21-1232](#)
- Accept the Police Department monthly information update for January and February 2022.

## **PUBLIC HEARINGS:**

- A. Quarterly Lien Action for Delinquent Sewer, Rubbish and Weed Abatement Accounts** [21-1242](#)

Mayor Warren opened the public hearing.

Accountant Lisa Conlon provided the staff report.

There were no questions of the City Council.

Mayor Warren closed the public hearing, as there were no members of the public requesting to speak on this item.

**ACTION: Motion was made by Council Member Cothran, seconded by Council Member Roberts, and passed unanimously by a vote of 5-0 to adopt Public Hearing Item 'A' as follows:**

1. **Authorize staff to complete and record lien notices against real property for those sewer accounts sixty days or more delinquent as described in Certified Lien List and direct staff to forward recorded liens to the County for collection.**
2. **Authorize staff to complete and record liens against real property for those rubbish accounts more than ninety days delinquent as described in**

the certified Lien List and direct staff to forward recorded liens to County for collection.

**3. Adopt Resolution No. 2022-018, the City Council of the City of Fontana adopting the statement of unpaid expenses for weed abatement and imposing a lien against real property for payment thereof.**

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

**Aye:** Warren, Garcia, Roberts, Sandoval, and Cothran

**B. Municipal Code Amendment (MCA) No. 21-001R1 for an [21-1256](#) Amendment to Chapter 9 of the Municipal Code to Modify Article V to Revise Sustainability Standards for Industrial Commerce Centers throughout the City**

Read by title only and waive further reading of and introduce **Ordinance No.\_\_\_\_**, an Ordinance of the City Council of the City of Fontana, approving Municipal Code Amendment (MCA) No. 21-001R1 for an amendment to Chapter 9 of the Municipal Code to modify Article V to revise sustainability standards for industrial commerce centers throughout the city, and the reading of the title constitutes the first thereof.

Mayor Warren opened the public hearing.

Senior Planner Rina Leung and Deputy City Manager Phil Burum provided the staff report and answered questions of the City Council.

The following individuals spoke during public communications:

1. Ana Gonzalez spoke in opposition of this item.
2. Amparo Munoz spoke in opposition of this item.
3. Andrea DeLeon spoke in support of this item.
4. Elizabeth Sena spoke in opposition of this item.
5. Greg Abdouch spoke in support of this item.

Mayor Warren called a recess at 9:09 p.m. during Mr. Abdouch's public communication time allotment.

Mayor Warren reconvened the meeting at 9:18 p.m. City Treasurer Koehler-Brooks did not return to the remainder of the meeting.

Due to the recess being called during Mr. Abdouch's public communication time allotment, the meeting reconvened with his remaining comments.

Mayor Warren closed the public hearing.

Meeting went into Recess

Meeting Reconvened

**ACTION: Motion was made by Mayor Pro Tem Garcia, seconded by Council Member Roberts, and passed unanimously by a vote of 5-0 to adopt Public Hearing Item 'B' as follows:**

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

**Aye:** Warren, Garcia, Roberts, Sandoval, and Cothran

Following the item, Council Member Sandoval encouraged the public to email any concerns on the prior agenda item to Deputy City Manager Burum for further assistance.

## **NEW BUSINESS:**

### **A. Appointment for Elected City Clerk [21-1253](#)**

Staff recommends that the City Council review the received applications submitted and make an appointment to fill the remaining term of the Elected City Clerk seat until the November 8, 2022, election results are certified.

Deputy City Clerk Ashton R. Arocho, MMC, provided the staff report and answered questions of the City Council.

Council Member Cothran commented on the received applications and would like to nominate Germaine McClellan Key as the City Clerk.

Council Member Sandoval commented on the received applications and would like to nominate Adrian Garcia as the City Clerk.

**ACTION: Motion was made by Mayor Warren, seconded by Council Member Cothran, and passed by a vote of 4-1 vote to appoint Germaine McClellan Key as City Clerk. The motion carried by the following vote: AYES: Warren, Garcia, Cothran, and Roberts; NOES: Sandoval; ABSTAIN: None**

**Aye:** Warren, Garcia, Roberts, and Cothran

**Nay:** Sandoval

**Mayor Warren called up appointed City Clerk, Germaine McClellan Key, from the audience to swear her in. Following the swearing-in, City Clerk Key took her seat at the dais.**

### **B. Redistricting 2021: Consideration of Proposed Draft Maps for Council Selection [21-1255](#)**

1. Receive public input; and,

2. Direct staff on selected preferred map for final adoption at the April 12, 2022, Council meeting by Resolution.



Interim Deputy City Manager Ray Ebert presented the staff report and answered questions of the City Council.

Council Member Cothran commented that after discussing with community groups, he would like to move forward with either map 402 or 104b.

Council Member Roberts concurred with Council Member Cothran on moving forward with either map 402 or 104b.

Council Member Sandoval noted that he'd like to move forward with Map 101.

Council Member Roberts added that the Southridge community is not split in two in either maps 402 or 104b.

Mayor Pro Tem Garcia would like to rule out Map 103 and focus on maps 402 and 104b for consideration.

Mayor Warren commented on her concerns of growth in the coming years not being accounted for in map 402 and identified that map 104b allows for growth.

**ACTION: Motion was made by Mayor Warren, seconded by Council Member Roberts, and passed by a 4-1 vote to select Draft Map 104b as the preferred map for final adoption at the April 12, 2022, Council meeting by Resolution. The motion carried by the following vote: AYES: Warren, Garcia, Cothran, and Roberts; NOES: Sandoval; ABSTAIN: None**

**Aye:** Warren, Garcia, Roberts, and Cothran

**Nay:** Sandoval

## **CITY MANAGER COMMUNICATIONS:**

### **A. City Manager Communications**

Interim City Manger Yauchzee had no City Manager communications to report.

## **ELECTED OFFICIALS COMMUNICATIONS/REPORTS:**

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

Mayor Warren asked the community to keep the Koehler-Brooks family in your prayers and thoughts.

City Clerk Key commented on the tremendous support received by the Mayor and Council for appointing her as the new City Clerk and closed with thanking her Parks, Community, and Human Services Commissioner's for their support.

Council Member Sandoval thanked Chief Green for introducing the Chief's Roundtable and thanked those who are members for their commitment to the community; congratulated Captain Dorsey on recently graduating from the FBI Academy; congratulated the Police Department employees of the month; congratulated the newly sworn-in firefighters; commented on recent attendance at the MYAC Teen Summit; expressed pride in grandson's recent t-ball game; and wished youngest daughter a Happy Birthday.

Council Member Roberts echoed those congratulations and praises of Council Member Sandoval and asked that the community keep the Koehler-Brooks family in their prayers and thoughts. Closed with thanking the community and staff for their support and kind words after recent health emergency.

Council Member Roberts thanked the public for coming out to speak during the meeting and appreciated the dialogue to assist with making some difficult decisions tonight.

Council Member Cothran welcomed City Clerk Key to the dais and congratulations on her recent appointment.

Mayor Pro Tem Garcia thanked Dennis Powell of the Los Angeles Dodgers for his recent attendance at the Pony Little League's Opening Day; thanked Officer Hall for his tremendous work and commitment to the community; congratulated City Clerk Key on recent appointment; and closed by thanking staff for working on the Code update for increasing sustainability standards.

Mayor Warren commented on recent Mayor's Monday; highlighted how quickly the year is going; discussed the supply chain shortage; recognized March as International Women's History Month; commented on recent attendance of community events; commented on the public speakers asking for Council support in opposing bills pertaining to COVID-19 and vaccines; discussed the recent passing of commerce center Ordinance; commented on the efforts from City staff to make Fontana 'greener' by improving the landscape and planting more trees; thanked the MYAC team on the success of the recent Teen Summit; and highlighted upcoming community events.

Mayor Pro Tem Garcia mentioned that on March 10, Arbor Day, the City received an award from the State of California, Cal Fire, for being a 'Tree City'. This award was given to 165 out of the 482 cities to receive the award from our efforts in planting and monitoring our trees within the City. This marked our 26th consecutive year receiving this award.

Mayor Warren also closed with announcing that on April 1, the City of Fontana will be showcased on the TV Series, Undercover Boss.

**ADJOURNMENT:**

**A. Adjournment**

Mayor Warren adjourned the meeting at 10:03 p.m. to the next Regular City Council Meeting on April 12, 2022 at 7:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.

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Ashton R. Arocho, MMC  
Deputy City Clerk

THE FOREGOING MINUTES WERE APPROVED AND ADOPTED BY THE FONTANA CITY COUNCIL ON THE 12TH DAY OF APRIL 2022.

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Germaine McClellan Key  
City Clerk



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-1278

**Agenda #:** B.

**Agenda Date:** 4/12/2022

**Category:** Consent Calendar

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**FROM:**

Planning Department

**SUBJECT:**

Adoption of Ordinance No. 1891

**RECOMMENDATION:**

Second Reading/Adopt **Ordinance No.1891**, an Ordinance of the City Council of the City of Fontana, approving Municipal Code Amendment (MCA) No. 21-001R1 for an amendment to Chapter 9 of the Municipal Code to modify Article V to revise sustainability standards for industrial commerce centers throughout the city.

**COUNCIL GOALS:**

- To promote economic development by pursuing business retention, expansion and attraction.
- To promote economic development by establishing a quick, consistent development process.

**DISCUSSION:**

Ordinance No. 1891 was introduced by a vote of 5-0 at the March 22, 2022, Regular City Council Meeting.

**FISCAL IMPACT:**

None.

**MOTION:**

Approve staff's recommendation

**ORDINANCE NO. 1891**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA AMENDING CHAPTER 9 OF THE FONTANA MUNICIPAL CODE TO REVISE ARTICLE V FOR MODIFICATIONS AND CLARIFICATION TO BUFFERING AND SCREENING REQUIREMENTS, METHODS TO IMPROVE TRAFFIC CIRCULATION, REQUIREMENTS FOR ALTERNATIVE ENERGY, AND IMPROVEMENTS TO CONSTRUCTION REQUIREMENTS AS IT RELATES TO INDUSTRIAL COMMERCE CENTERS THROUGHOUT THE CITY.**

**WHEREAS**, the City of Fontana (the “City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

**WHEREAS**, on or about May 7, 2021, the governing board of the South Coast Air Quality Management District (“SCAQMD”) adopted Rule 2305, the Warehouse Indirect Source Rule (“Rule 2305”); and

**WHEREAS**, Rule 2305 requires warehouses greater than 100,000 square feet to directly reduce nitrogen oxide and diesel particulate matter emissions, or to otherwise facilitate emission and exposure reductions of these pollutants in nearby communities; and

**WHEREAS**, SCAQMD has also adopted Rule 402 prohibiting emissions that cause injury and/or annoyance to a substantial number of people, including odors; Rule 403 requiring dust control measures during construction; Rule 1113 requiring the use of low Volatile organic compounds (“VOC”) paints and coatings; Rule 1186 requiring use of SCAQMD certified street sweepers; and Rule 2202 requiring establishment of rideshare programs for facilities employing more than 250 employees; and

**WHEREAS**, the California Air Resources Board (“CARB”) adopted Rule 2485 restricting diesel engine idling to five minutes or less; and

**WHEREAS**, California Building Standards Commission adopted Part 11, Title 24 of the California Code of Regulations, known as CALGreen, which generally requires low energy use features, low water use features, all-electric vehicle (“EV”) parking spaces and charging facility accommodation, carpool/vanpool parking spaces, and short-term and long-term bicycle parking facilities; and

**WHEREAS**, the City of Fontana currently regulates industrial commerce centers in Specific Plans, Chapter 30 of the Zoning and Development Code, and in Chapter 9, and Article V (Industrial Commerce Centers Sustainability Standards) of the Municipal Code. Furthermore, Ordinance No. 1879 that established Article V in Chapter 9 of the Municipal Code was adopted by City Council on February 8, 2022; and

**WHEREAS**, the City initiated Municipal Code Amendment (AMD) No. 21-001R1 amend Chapter 9 (Environmental Protection and Resource Extraction) of the Municipal Code to modify Article V to revise Industrial Commerce Centers Sustainability Standards, which includes modifications and clarification to buffering and screening requirements, methods to improve traffic circulation, requirements for alternative energy, and improvements to construction as it relates to industrial commerce centers throughout the city; and

**WHEREAS**, December 21, 2021, the City Council held the second reading and adopted Ordinance No. 1879 for Municipal Code Amendment (AMD) No. 21-001 to add Article V to establish sustainability standards for industrial commerce centers throughout the city; and

**WHEREAS**, On March 22, 2022, the City Council held a duly noticed public hearing on Municipal Code Amendment (AMD) No. 21-001R1, and the supporting documents in evidence, the City Council found that the Municipal Code Amendment is in conformance with General Plan and does not change any of the Land Use Designation of any properties and it is consistent with the General Plan and furthers Action B of Goal 3 in Chapter 12 to promote renewable energy programs for government, Fontana businesses, and Fontana residences; and

**WHEREAS**, a notice of the public hearing was published in the local *San Bernardino County Sun* newspaper on Saturday, March 12, 2022 and posted at City.

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

**SECTION 1.** The above recitals are true and correct and are fully incorporated herein.

**SECTION 2.** Article V of Chapter 9 of the Fontana Municipal Code is hereby amended and renumbered follows:

**ARTICLE V. – Industrial Commerce Centers Sustainability Standards**

**Sec. 9-70. – Applicability.**

This Article is applicable to all Warehouse uses throughout the city, as defined in Section 30-12 of Chapter 30, Article 1, Division 4; and as listed as a type of “Warehousing Use” in Table No. 30-530 and includes all warehouse uses in Specific Plans. The following sections shall supersede any existing requirements in the Municipal Code and Specific Plans.

**Sec. 9-71. – Buffering and Screening / Adjacent uses.**

- (1) For any Warehouse building larger than 50,000 square feet in size, a ten foot wide landscaping buffer shall be required, measured from the property line of all adjacent sensitive receptors. For any Warehouse

building larger than 400,000 square feet in size, a twenty-foot wide landscaping buffer shall be required, measured from the property line of all adjacent sensitive receptors. The ~~perimeter~~ buffer area(s) shall include, at a minimum, a solid decorative wall(s) of at least ten feet in height, natural ground landscaping, and solid screen buffering trees, as described below, unless there is an existing solid block wall. For any Warehouse building equal to or less than 50,000 square feet in size, a solid decorative wall(s) of at least ten feet in height shall be required when adjacent to any sensitive receptors. Sensitive receptor shall be defined as any residence including private homes, condominiums, apartments, and living quarters, schools, preschools, daycare centers, in-home daycares, health facilities such as hospitals, long term care facilities, retirement and nursing homes, community centers, places of worship, parks (excluding trails), prisons, and dormitories.

- (2) Trees shall be used as part of the solid screen buffering treatment. Trees used for this purpose shall be evergreen, drought tolerant, minimum 36-inch box, and shall be spaced at no greater than 40-feet on center. The property owner and any successors in interest shall maintain these trees for the duration of ownership, ensuring any unhealthy or dead trees are replaced timely as needed.
- (3) All landscaping shall be drought tolerant, and to the extent feasible, species with low biogenic emissions. Palm trees shall not be utilized.
- (4) All landscaping areas shall be properly irrigated for the life of the facility to allow for plants and trees to maintain growth.
- (5) Trees shall be installed in automobile parking areas to provide at least 35% shade cover of parking areas within fifteen years. Trees shall be planted that are capable of meeting this requirement.
- (6) Unless physically impossible, loading docks and truck entries shall be oriented away from abutting sensitive receptors. To the greatest extent feasible, loading docks, truck entries, and truck drive aisles shall be located away from nearby sensitive receptors. In making feasibility decisions, the City must comply with existing laws and regulations and balance public safety and the site development's potential impacts to nearby sensitive receptors. Therefore loading docks, truck entries, and drive aisles may be located nearby sensitive receptors at the discretion of the Planning Director, but any such site design shall include measures designed to minimize overall impacts to nearby sensitive receptors."
- (7) For any Warehouse building larger than 400,000 square feet in size, the building's loading docks shall be located a minimum of 300 feet away, measured from the property line of the sensitive receptor to the nearest

dock door which does not exclusively serve electric trucks using a direct straight-line method.

**Sec. 9-72. – Signage and Traffic Patterns.**

- (1) Entry gates into the loading dock/truck court area shall be positioned after a minimum of 140 feet of total available stacking depth inside the property line. The stacking distance shall be increased by 70 feet for every 20 loading docks beyond 50 docks. Queuing, or circling of vehicles, on public streets immediately pre- or post-entry to an industrial commerce facility is strictly prohibited unless queuing occurs in a deceleration lane or right turn lane exclusively serving the facility.
- (2) Applicants shall submit to the Engineering Department, and obtain approval of, all turning templates to verify truck turning movements at entrance and exit driveways and street intersection adjacent to industrial buildings prior to entitlement approval. Unless not physically possible, truck entries shall be located on Collector Streets (or streets of a higher commercial classification), and vehicle entries shall be designed to prevent truck access on streets that are not Collector Streets (or streets of a higher commercial classification), including, but not limited to, by limiting the width of vehicle entries.
- (3) Anti-idling signs indicating a 3-minute diesel truck engine idling restriction shall be posted at industrial commerce facilities along entrances to the site and in the dock areas and shall be strictly enforced by the facility operator.
- (4) Prior to issuance of certificate of occupancy facility operators shall establish and submit for approval to the Planning Director a Truck Routing Plan to and from the State Highway System based on the City's latest Truck Route Map. The plan shall describe the operational characteristics of the use of the facility operator, including, but not limited to, hours of operations, types of items to be stored within the building, and proposed truck routing to and from the facility to designated truck routes that avoids passing sensitive receptors, to the greatest extent possible. The plan shall include measures, such as signage and pavement markings, queuing analysis and enforcement, for preventing truck queuing, circling, stopping, and parking on public streets. Facility operator shall be responsible for enforcement of the plan. A revised plan shall be submitted to by the Planning Director prior to a business license being issued by the City for any new tenant of the property. The Planning Director shall have discretion to determine if changes to the plan are necessary including any additional measures to alleviate truck routing and parking issues that may arise during the life of the facility.



- (5) Signs and drive aisle pavement markings shall clearly identify the on-site circulation pattern to minimize unnecessary on-site vehicular travel.
- (6) Facility operators shall post signs in prominent locations inside and outside of the building indicating that off-site parking for any employee, truck, or other operation related vehicle is strictly prohibited. City may require facility operator to post signs on surface or residential streets indicating that off-site truck parking is prohibited by City ordinance and/or the Truck Routing Plan.
- (7) Signs shall be installed at all truck exit driveways directing truck drivers to the truck route as indicated in the Truck Routing Plan and State Highway System.
- (8) Signs shall be installed in public view with contact information for a local designated representative who works for the facility operator and who is designated to receive complaints about excessive dust, fumes, or odors, and truck and parking complaints for the site, as well as contact information for the SCAQMD's on-line complaint system and its complaint call-line: 1-800-288-7664. Any complaints made to the facility operator's designee shall be answered within 72 hours of receipt.
- (9) All signs under this Section shall be legible, durable, and weather-proof.
- (10) Prior to issuance of a business license, City shall ensure for any facility with a building or buildings larger than 400,000 total square feet, that the facility shall include a truck operator lounge equipped with clean and accessible amenities such as restrooms, vending machines, television, and air conditioning."

### **Sec. 9-73. – Alternative Energy.**

- (1) On-site motorized operational equipment shall be ZE (zero emission).
- (2) All building roofs shall be solar-ready, which includes designing and constructing buildings in a manner that facilitates and optimizes the installation of a rooftop solar photovoltaic (PV) system at some point after the building has been constructed.
- (3) The office portion of a building's rooftop that is not covered with solar panels or other utilities shall be constructed with light colored roofing material with a solar reflective index ("SRI") of not less than 78. This material shall be the minimum solar reflective rating of the roof material for the life of the building."

- ~~(3)~~(4) On buildings over 400,000 square feet, prior to issuance of a business license, the City shall ensure rooftop solar panels are installed and operated in such a manner that they will supply 100% of the power needed to operate all non-refrigerated portions of the facility including the parking areas.
- ~~(4)~~(5) At least 10% of all passenger vehicle parking spaces shall be electric vehicle (EV) ready, with all necessary conduit and related appurtenances installed. At least 5% of all passenger vehicle parking spaces shall be equipped with working Level 2 Quickcharge EV charging stations installed and operational, prior to building occupancy. Signage shall be installed indicating EV charging stations and specifying that spaces are reserved for clean air/EV vehicles. Unless superior technology is developed that would replace the EV charging units, facility operator and any successors in interest shall be responsible for maintaining the EV charging stations in working order for the life of the facility.
- ~~(5)~~(6) Unless the owner of the facility records a covenant on the title of the underlying property ensuring that the property cannot be used to provide chilled, cooled, or freezer warehouse space, a conduit shall be installed during construction of the building shell from the electrical room to 100% of the loading dock doors that have potential to serve the refrigerated space. When tenant improvement building permits are issued for any refrigerated warehouse space, electric plug-in units shall be installed at every dock door servicing the refrigerated space to allow transport refrigeration units (TRUs) to plug in. Truck operators with TRUs shall be required to utilize electric plug-in units when at loading docks.
- ~~(6)~~(7) Bicycle racks are required per Section 30-714 and in the amount required for warehouse uses by Table 30-714 of the Zoning and Development Code. The racks shall include locks as well as electric plugs to charge electric bikes. The racks shall be located as close as possible to employee entrance(s). Nothing in this section shall preclude the warehouse operator from satisfying this requirement by utilizing bicycle parking amenities considered to be superior such as locating bicycle parking facilities indoors or providing bicycle lockers.

#### **Sec. 9-74. – Operation and Construction.**

- (1) Cool surface treatments shall be added to all drive aisles and parking areas or such areas shall be constructed with a solar-reflective cool pavement such as concrete.

- (2) To ensure that warehouse electrical rooms are sufficiently sized to accommodate the potential need for additional electrical panels, either a secondary electrical room shall be provided in the building, or the primary electrical room shall be sized 25% larger than is required to satisfy the service requirements of the building or the electrical gear shall be installed with the initial construction with 25% excess demand capacity.
- (3) Use of super-compliant VOC architectural and industrial maintenance coatings (e.g., paints) shall be required. Use of low-VOC paints shall be required.
- (4) The facility operator shall incorporate a recycling program.
- (5) The following environmentally responsible practices shall be required during construction:
  - a. The applicant shall use reasonable best efforts ~~as determined by the Planning Director~~, to deploy the highest rated CARB Tier technology that is available at the time of construction. Prior to permit issuance, the construction contractor shall submit an equipment list confirming equipment used is compliant with the highest CARB Tier at the time of construction. Equipment proposed for use that does not meet the highest CARB Tier in effect at the time of construction, shall only be approved for use at the discretion of the Planning Director and shall require proof from the construction contractor that, despite reasonable best efforts to obtain the highest CARB Tier equipment, such equipment was unavailable.
  - b. Use of electric-powered hand tools, forklifts, and pressure washers.
  - c. Designation of an area in any construction site where electric-powered construction vehicles and equipment can charge.
  - d. Identification in site plans of a location for future electric truck charging stations and installation of a conduit to that location.
  - e. Diesel-powered generators shall be prohibited except in case of emergency or to establish temporary power during construction.
- (6) A Property Maintenance Program shall be submitted for review and approval by the Planning Director or his/her designee prior to the issuance of building permits. The program shall provide for the regular maintenance of building structures, landscaping, and paved surfaces in good physically condition, and appearance. The methods and

maximum intervals for maintenance of each component shall be specified in the program.

- (7) Property owner shall provide facility operator with information on incentive programs such as the Carl Moyer Program and Voucher Incentive Program and shall require all facility operators to enroll in the United States Environmental Protection Agency's SmartWay Program.

**SECTION 3.** Based on the foregoing, the City Council determines that the project is categorically exempt from further review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(B)(3) (the common-sense exemption) and, alternatively, pursuant to CEQA Guidelines Section 15307 (Actions by Regulatory Agencies for Protection of Natural Resources) and 15308 (Actions by Regulatory Agencies for Protection of the Environment), and Section No. 3.22 of the 2019 Local Guidelines for Implementing CEQA, as implementation of this Ordinance is to improve the environment. The Council hereby directs staff to prepare, execute and file with the San Bernardino County Clerk a notice of exemption within five working days after the adoption of this Ordinance.

**SECTION 4.** 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 5.** This Ordinance shall take effect thirty (30) days after the date of its adoption.

**SECTION 6.** 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. The City Clerk is the custodian of records for this Ordinance and the records are available at 8353 Sierra Avenue, Fontana CA 92335.

**APPROVED AND ADOPTED this 12<sup>th</sup> day of April 2022.**

**READ AND APPROVED AS TO LEGAL FORM:**

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City Attorney

I, Ashton Arocho, Acting 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 duly and regularly adopted by the City Council at a regular meeting on the 12<sup>th</sup> day of April, 2022 by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
City Clerk of the City of Fontana

\_\_\_\_\_  
Mayor of the City of Fontana

**ATTEST:**

\_\_\_\_\_  
City Clerk



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-1310

**Agenda #:** C.

**Agenda Date:** 4/12/2022

**Category:** Consent Calendar

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**FROM:**

Human Resources

**SUBJECT:**

Adopt the Updated Salary Range for the Classification of Accounting Manager

**RECOMMENDATION:**

Adopt **Resolution No. 2022-\_\_\_\_**, a resolution of the City Council of the City of Fontana adopting the updated salary range for the classification of Accounting Manager and updated salary table for the Management Confidential Group.

**COUNCIL GOALS:**

- To operate in a businesslike manner by becoming more service oriented.
- To operate in a businesslike manner by ensuring that the public debate is based on accurate information.
- To practice sound fiscal management by living within our means while investing in the future.

**DISCUSSION:**

The City's objective is to attract and retain the best talent to serve the Fontana residents and business community by offering attractive and competitive salaries and benefits.

The City has reviewed the classification of Accounting Manager and concluded that the updated salary range is necessary to maintain a competitive salary with other similar public agencies.

In addition, due to the salary update of the above mentioned classification, staff has recommended formal adoption by City Council of the attached salary table for the Management Confidential Group.

**FISCAL IMPACT:**

There is no fiscal impact associated with the approval of this item for the current fiscal year due to the timing of this action and the ability to recruit and hire an individual by June 30, 2022. The estimated increase for fiscal year 2022-23 is \$11,814.

**MOTION:**

Approve staff recommendation.

**RESOLUTION NO. 2022 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA ADOPTING UPDATED SALARY RANGE FOR CLASSIFICATION OF ACCOUNTING MANAGER AND THE UPDATED MANAGEMENT CONFIDENTIAL SALARY TABLE**

**WHEREAS**, the City Council of the City of Fontana has adopted the Personnel Rules and Regulations which incorporate the City's Classification Plan; and

**WHEREAS**, the Classification Plan is not a static plan and requires revisions to reflect organizational changes and needs, and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Fontana, to adopt the updated salary range for the classification of Accounting Manager at range MC01 (\$9,597.47/mo. - \$11,668.80/mo.) and the updated Management Confidential Salary Table.

**EFFECTIVE DATE:** April 23, 2022

**APPROVED AND ADOPTED** this 12<sup>th</sup> day of April, 2022.

**READ AND APPROVED AS TO LEGAL FORM:**

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City Attorney

I, Germaine McClellan Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council of said City at a regular meeting thereof, held on the 12<sup>th</sup> day of April 2022, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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City Clerk of the City of Fontana

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Mayor of the City of Fontana

Resolution 2022-

**ATTEST:**

\_\_\_\_\_  
City Clerk



**CITY OF FONTANA  
MANAGEMENT CONFIDENTIAL  
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE  
Effective 04/23/2022**

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	Hourly Monthly Annual
Accounting Manager	MC01	\$55.37	\$58.14	\$61.05	\$64.11	\$67.32	
		\$9,597.47	\$10,077.60	\$10,582.00	\$11,112.40	\$11,668.80	
		\$115,169.60	\$120,931.20	\$126,984.00	\$133,348.80	\$140,025.60	
Administrative Secretary	MC02	\$25.88	\$27.18	\$28.54	\$29.97	\$31.47	
		\$4,485.87	\$4,711.20	\$4,946.94	\$5,194.80	\$5,454.80	
		\$53,830.40	\$56,534.40	\$59,363.20	\$62,337.60	\$65,457.60	
Assistant Building Official	MC03	\$44.37	\$46.59	\$48.92	\$51.37	\$53.94	
		\$7,690.80	\$8,075.60	\$8,479.47	\$8,904.14	\$9,349.60	
		\$92,289.60	\$96,907.20	\$101,753.60	\$106,849.60	\$112,195.20	
Assistant Internal Auditor	MC04	\$30.98	\$32.53	\$34.16	\$35.87	\$37.67	
		\$5,369.87	\$5,638.54	\$5,921.07	\$6,217.47	\$6,529.47	
		\$64,438.40	\$67,662.40	\$71,052.80	\$74,609.60	\$78,353.60	
(IT) Application Programmer/ Developer	MC05	\$36.17	\$37.98	\$39.88	\$41.88	\$43.98	
		\$6,269.47	\$6,583.20	\$6,912.54	\$7,259.20	\$7,623.20	
		\$75,233.60	\$78,998.40	\$82,950.40	\$87,110.40	\$91,478.40	
(IT) Business Analyst II	MC06	\$37.82	\$39.72	\$41.71	\$43.80	\$45.99	
		\$6,555.47	\$6,884.80	\$7,229.74	\$7,592.00	\$7,971.60	
		\$78,665.60	\$82,617.60	\$86,756.80	\$91,104.00	\$95,659.20	
Budget Manager	MC07	\$49.27	\$51.74	\$54.33	\$57.05	\$59.91	
		\$8,540.14	\$8,968.27	\$9,417.20	\$9,888.67	\$10,384.40	
		\$102,481.60	\$107,619.20	\$113,006.40	\$118,664.00	\$124,612.80	
Building Official	MC08	\$56.10	\$58.91	\$61.86	\$64.96	\$68.21	
		\$9,724.00	\$10,211.07	\$10,722.40	\$11,259.74	\$11,823.07	
		\$116,688.00	\$122,532.80	\$128,668.80	\$135,116.80	\$141,876.80	
Communications & Marketing Manager	MC09	\$48.04	\$50.45	\$52.98	\$55.63	\$58.42	
		\$8,326.94	\$8,744.67	\$9,183.20	\$9,642.54	\$10,126.14	
		\$99,923.20	\$104,936.00	\$110,198.40	\$115,710.40	\$121,513.60	
Community Improvement Program Manager	MC10	\$51.79	\$54.38	\$57.10	\$59.96	\$62.96	
		\$8,976.94	\$9,425.87	\$9,897.34	\$10,393.07	\$10,913.07	
		\$107,723.20	\$113,110.40	\$118,768.00	\$124,716.80	\$130,956.80	
Community Services Manager	MC11	\$49.27	\$51.74	\$54.33	\$57.05	\$59.91	
		\$8,540.14	\$8,968.27	\$9,417.20	\$9,888.67	\$10,384.40	
		\$102,481.60	\$107,619.20	\$113,006.40	\$118,664.00	\$124,612.80	
Community Services Supervisor	MC12	\$34.93	\$36.68	\$38.52	\$40.45	\$42.48	
		\$6,054.54	\$6,357.87	\$6,676.80	\$7,011.34	\$7,363.20	
		\$72,654.40	\$76,294.40	\$80,121.60	\$84,136.00	\$88,358.40	

**CITY OF FONTANA  
MANAGEMENT CONFIDENTIAL  
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE  
Effective 04/23/2022**

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Customer Service Supervisor	MC13	\$36.17	\$37.98	\$39.88	\$41.88	\$43.98	<b>Hourly Monthly Annual</b>
		\$6,269.47	\$6,583.20	\$6,912.54	\$7,259.20	\$7,623.20	
		\$75,233.60	\$78,998.40	\$82,950.40	\$87,110.40	\$91,478.40	
(IT) Database Administrator	MC14	\$49.00	\$51.45	\$54.03	\$56.74	\$59.58	
		\$8,493.34	\$8,918.00	\$9,365.20	\$9,834.94	\$10,327.20	
		\$101,920.00	\$107,016.00	\$112,382.40	\$118,019.20	\$123,926.40	
Development Services Supervisor	MC15	\$36.17	\$37.98	\$39.88	\$41.88	\$43.98	
		\$6,269.47	\$6,583.20	\$6,912.54	\$7,259.20	\$7,623.20	
		\$75,233.60	\$78,998.40	\$82,950.40	\$87,110.40	\$91,478.40	
Economic Development Analyst	MC76	\$40.16	\$42.17	\$44.28	\$46.50	\$48.83	
		\$6,961.07	\$7,309.47	\$7,675.20	\$8,060.00	\$8,463.87	
		\$83,532.80	\$87,713.60	\$92,102.40	\$96,720.00	\$101,566.40	
Engineering Manager	MC16	\$56.10	\$58.91	\$61.86	\$64.96	\$68.21	
		\$9,724.00	\$10,211.07	\$10,722.40	\$11,259.74	\$11,823.07	
		\$116,688.00	\$122,532.80	\$128,668.80	\$135,116.80	\$141,876.80	
Environmental Control Supervisor	MC17	\$37.63	\$39.52	\$41.50	\$43.58	\$45.76	
		\$6,522.54	\$6,850.14	\$7,193.34	\$7,553.87	\$7,931.74	
		\$78,270.40	\$82,201.60	\$86,320.00	\$90,646.40	\$95,180.80	
Executive Secretary to City Manager	MC18	\$34.86	\$36.61	\$38.45	\$40.38	\$42.40	
		\$6,042.40	\$6,345.74	\$6,664.67	\$6,999.20	\$7,349.34	
		\$72,508.80	\$76,148.80	\$79,976.00	\$83,990.40	\$88,192.00	
Facilities Maintenance Supervisor	MC19	\$37.63	\$39.52	\$41.50	\$43.58	\$45.76	
		\$6,522.54	\$6,850.14	\$7,193.34	\$7,553.87	\$7,931.74	
		\$78,270.40	\$82,201.60	\$86,320.00	\$90,646.40	\$95,180.80	
Finance Manager	MC20	\$56.10	\$58.91	\$61.86	\$64.96	\$68.21	
		\$9,724.00	\$10,211.07	\$10,722.40	\$11,259.74	\$11,823.07	
		\$116,688.00	\$122,532.80	\$128,668.80	\$135,116.80	\$141,876.80	
Fleet Supervisor	MC21	\$37.63	\$39.52	\$41.50	\$43.58	\$45.76	
		\$6,522.54	\$6,850.14	\$7,193.34	\$7,553.87	\$7,931.74	
		\$78,270.40	\$82,201.60	\$86,320.00	\$90,646.40	\$95,180.80	
(IT) GIS Administrator	MC22	\$49.00	\$51.45	\$54.03	\$56.74	\$59.58	
		\$8,493.34	\$8,918.00	\$9,365.20	\$9,834.94	\$10,327.20	
		\$101,920.00	\$107,016.00	\$112,382.40	\$118,019.20	\$123,926.40	
Housing Development Manager	MC23	\$48.04	\$50.45	\$52.98	\$55.63	\$58.42	
		\$8,326.94	\$8,744.67	\$9,183.20	\$9,642.54	\$10,126.14	
		\$99,923.20	\$104,936.00	\$110,198.40	\$115,710.40	\$121,513.60	

**CITY OF FONTANA  
MANAGEMENT CONFIDENTIAL  
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE  
Effective 04/23/2022**

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Human Resources Analyst	MC24	\$37.07	\$38.93	\$40.88	\$42.93	\$45.08	<b>Hourly Monthly Annual</b>
		\$6,425.47	\$6,747.87	\$7,085.87	\$7,441.20	\$7,813.87	
		\$77,105.60	\$80,974.40	\$85,030.40	\$89,294.40	\$93,766.40	
Human Resources Clerk	MC25	\$21.40	\$22.47	\$23.60	\$24.78	\$26.02	
		\$3,709.34	\$3,894.80	\$4,090.67	\$4,295.20	\$4,510.14	
		\$44,512.00	\$46,737.60	\$49,088.00	\$51,542.40	\$54,121.60	
Human Resources Specialist	MC26	\$31.62	\$33.21	\$34.88	\$36.63	\$38.47	
		\$5,480.80	\$5,756.40	\$6,045.87	\$6,349.20	\$6,668.14	
		\$65,769.60	\$69,076.80	\$72,550.40	\$76,190.40	\$80,017.60	
Human Resources Technician	MC27	\$26.82	\$28.17	\$29.58	\$31.06	\$32.62	
		\$4,648.80	\$4,882.80	\$5,127.20	\$5,383.74	\$5,654.14	
		\$55,785.60	\$58,593.60	\$61,526.40	\$64,604.80	\$67,849.60	
(IT) Information Technology Manager	MC28	\$55.24	\$58.01	\$60.92	\$63.97	\$67.17	
		\$9,574.94	\$10,055.07	\$10,559.47	\$11,088.14	\$11,642.80	
		\$114,899.20	\$120,660.80	\$126,713.60	\$133,057.60	\$139,713.60	
Management Trainee	MC78	\$29.72	"Step 1 Only"				
		\$5,151.47					
		\$61,817.60					
Management Analyst I	MC80	\$33.98	\$35.68	\$37.47	\$39.35	\$41.32	
		\$5,889.87	\$6,184.54	\$6,494.80	\$6,820.67	\$7,162.14	
		\$70,678.40	\$74,214.40	\$77,937.60	\$81,848.00	\$85,945.60	
Management Analyst II	MC81	\$39.08	\$41.04	\$43.10	\$45.26	\$47.53	
		\$6,773.87	\$7,113.60	\$7,470.67	\$7,845.07	\$8,238.54	
		\$81,286.40	\$85,363.20	\$89,648.00	\$94,140.80	\$98,862.40	
(IT) Network/Security Administrator	MC29	\$51.79	\$54.38	\$57.10	\$59.96	\$62.96	
		\$8,976.94	\$9,425.87	\$9,897.34	\$10,393.07	\$10,913.07	
		\$107,723.20	\$113,110.40	\$118,768.00	\$124,716.80	\$130,956.80	
Parks Development Coordinator	MC30	\$40.16	\$42.17	\$44.28	\$46.50	\$48.83	
		\$6,961.07	\$7,309.47	\$7,675.20	\$8,060.00	\$8,463.87	
		\$83,532.80	\$87,713.60	\$92,102.40	\$96,720.00	\$101,566.40	
Parks & Landscape Supervisor	MC31	\$37.63	\$39.52	\$41.50	\$43.58	\$45.76	
		\$6,522.54	\$6,850.14	\$7,193.34	\$7,553.87	\$7,931.74	
		\$78,270.40	\$82,201.60	\$86,320.00	\$90,646.40	\$95,180.80	
Payroll Clerk	MC32	\$21.01	\$22.07	\$23.18	\$24.34	\$25.56	
		\$3,641.74	\$3,825.47	\$4,017.87	\$4,218.94	\$4,430.40	
		\$43,700.80	\$45,905.60	\$48,214.40	\$50,627.20	\$53,164.80	

**CITY OF FONTANA  
MANAGEMENT CONFIDENTIAL  
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE  
Effective 04/23/2022**

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Payroll Coordinator	MC33	\$31.62	\$33.21	\$34.88	\$36.63	\$38.47	<b>Hourly Monthly Annual</b>
		\$5,480.80	\$5,756.40	\$6,045.87	\$6,349.20	\$6,668.14	
		\$65,769.60	\$69,076.80	\$72,550.40	\$76,190.40	\$80,017.60	
Payroll Technician	MC34	\$26.95	\$28.30	\$29.72	\$31.21	\$32.78	
		\$4,671.34	\$4,905.34	\$5,151.47	\$5,409.74	\$5,681.87	
		\$56,056.00	\$58,864.00	\$61,817.60	\$64,916.80	\$68,182.40	
Police Administrative Support Services Manager	MC36	\$48.04	\$50.45	\$52.98	\$55.63	\$58.42	
		\$8,326.94	\$8,744.67	\$9,183.20	\$9,642.54	\$10,126.14	
		\$99,923.20	\$104,936.00	\$110,198.40	\$115,710.40	\$121,513.60	
Police Communications Supervisor	MC37	\$40.16	\$42.17	\$44.28	\$46.50	\$48.83	
		\$6,961.07	\$7,309.47	\$7,675.20	\$8,060.00	\$8,463.87	
		\$83,532.80	\$87,713.60	\$92,102.40	\$96,720.00	\$101,566.40	
Police Dispatch Shift Supervisor	MC38	\$31.83	\$33.43	\$35.11	\$36.87	\$38.72	
		\$5,517.20	\$5,794.54	\$6,085.74	\$6,390.80	\$6,711.47	
		\$66,206.40	\$69,534.40	\$73,028.80	\$76,689.60	\$80,537.60	
Police Records Supervisor	MC39	\$25.34	\$26.61	\$27.95	\$29.35	\$30.82	
		\$4,392.27	\$4,612.40	\$4,844.67	\$5,087.34	\$5,342.14	
		\$52,707.20	\$55,348.80	\$58,136.00	\$61,048.00	\$64,105.60	
Police Supervising Property Control Clerk	MC40	\$28.47	\$29.90	\$31.40	\$32.97	\$34.62	
		\$4,934.80	\$5,182.67	\$5,442.67	\$5,714.80	\$6,000.80	
		\$59,217.60	\$62,192.00	\$65,312.00	\$68,577.60	\$72,009.60	
Police Support Services Supervisor	MC41	\$33.38	\$35.05	\$36.81	\$38.66	\$40.60	
		\$5,785.87	\$6,075.34	\$6,380.40	\$6,701.07	\$7,037.34	
		\$69,430.40	\$72,904.00	\$76,564.80	\$80,412.80	\$84,448.00	
Principal Civil Engineer	MC42	\$55.92	\$58.72	\$61.66	\$64.75	\$67.99	
		\$9,692.80	\$10,178.14	\$10,687.74	\$11,223.34	\$11,784.94	
		\$116,313.60	\$122,137.60	\$128,252.80	\$134,680.00	\$141,419.20	
Principal Planner	MC83	\$52.33	\$54.95	\$57.70	\$60.59	\$63.62	
		\$9,070.54	\$9,524.67	\$10,001.34	\$10,502.27	\$11,027.47	
		\$108,846.40	\$114,296.00	\$120,016.00	\$126,027.20	\$132,329.60	
Public Information Coordinator	MC43	\$40.16	\$42.17	\$44.28	\$46.50	\$48.83	
		\$6,961.07	\$7,309.47	\$7,675.20	\$8,060.00	\$8,463.87	
		\$83,532.80	\$87,713.60	\$92,102.40	\$96,720.00	\$101,566.40	
Public Safety Systems Administrator	MC84	\$49.00	\$51.45	\$54.03	\$56.74	\$59.58	
		\$8,493.34	\$8,918.00	\$9,365.20	\$9,834.94	\$10,327.20	
		\$101,920.00	\$107,016.00	\$112,382.40	\$118,019.20	\$123,926.40	

**CITY OF FONTANA  
MANAGEMENT CONFIDENTIAL  
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE  
Effective 04/23/2022**

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Public Works Inspection Supervisor	MC44	\$43.13	\$45.29	\$47.56	\$49.94	\$52.44	<b>Hourly Monthly Annual</b>
		\$7,475.87	\$7,850.27	\$8,243.74	\$8,656.27	\$9,089.60	
		\$89,710.40	\$94,203.20	\$98,924.80	\$103,875.20	\$109,075.20	
Public Works Manager	MC45	\$51.79	\$54.38	\$57.10	\$59.96	\$62.96	
		\$8,976.94	\$9,425.87	\$9,897.34	\$10,393.07	\$10,913.07	
		\$107,723.20	\$113,110.40	\$118,768.00	\$124,716.80	\$130,956.80	
Purchasing Specialist	MC46	\$29.63	\$31.12	\$32.68	\$34.32	\$36.04	
		\$5,135.87	\$5,394.14	\$5,664.54	\$5,948.80	\$6,246.94	
		\$61,630.40	\$64,729.60	\$67,974.40	\$71,385.60	\$74,963.20	
Purchasing Supervisor	MC47	\$36.17	\$37.98	\$39.88	\$41.88	\$43.98	
		\$6,269.47	\$6,583.20	\$6,912.54	\$7,259.20	\$7,623.20	
		\$75,233.60	\$78,998.40	\$82,950.40	\$87,110.40	\$91,478.40	
Real Property Analyst	MC48	\$34.23	\$35.95	\$37.75	\$39.64	\$41.63	
		\$5,933.20	\$6,231.34	\$6,543.34	\$6,870.94	\$7,215.87	
		\$71,198.40	\$74,776.00	\$78,520.00	\$82,451.20	\$86,590.40	
Records Coordinator	MC77	\$28.64	\$30.08	\$31.59	\$33.17	\$34.83	
		\$4,964.27	\$5,213.87	\$5,475.60	\$5,749.47	\$6,037.20	
		\$59,571.20	\$62,566.40	\$65,707.20	\$68,993.60	\$72,446.40	
Resources Budget Officer	MC49	\$44.37	\$46.59	\$48.92	\$51.37	\$53.94	
		\$7,690.80	\$8,075.60	\$8,479.47	\$8,904.14	\$9,349.60	
		\$92,289.60	\$96,907.20	\$101,753.60	\$106,849.60	\$112,195.20	
Senior Accountant	MC50	\$36.35	\$38.17	\$40.08	\$42.09	\$44.20	
		\$6,300.67	\$6,616.14	\$6,947.20	\$7,295.60	\$7,661.34	
		\$75,608.00	\$79,393.60	\$83,366.40	\$87,547.20	\$91,936.00	
Senior Administrative Aide (Pos. #608)	MC51	\$28.87	\$30.32	\$31.84	\$33.44	\$35.12	
		\$5,004.14	\$5,255.47	\$5,518.94	\$5,796.27	\$6,087.47	
		\$60,049.60	\$63,065.60	\$66,227.20	\$69,555.20	\$73,049.60	
Senior Administrative Analyst	MC52	\$40.16	\$42.17	\$44.28	\$46.50	\$48.83	
		\$6,961.07	\$7,309.47	\$7,675.20	\$8,060.00	\$8,463.87	
		\$83,532.80	\$87,713.60	\$92,102.40	\$96,720.00	\$101,566.40	
Senior Administrative Secretary	MC53	\$28.47	\$29.90	\$31.40	\$32.97	\$34.62	
		\$4,934.80	\$5,182.67	\$5,442.67	\$5,714.80	\$6,000.80	
		\$59,217.60	\$62,192.00	\$65,312.00	\$68,577.60	\$72,009.60	
(IT) Senior Business Analyst	MC54	\$43.26	\$45.43	\$47.71	\$50.10	\$52.61	
		\$7,498.40	\$7,874.54	\$8,269.74	\$8,684.00	\$9,119.07	
		\$89,980.80	\$94,494.40	\$99,236.80	\$104,208.00	\$109,428.80	

**CITY OF FONTANA  
MANAGEMENT CONFIDENTIAL  
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE  
Effective 04/23/2022**

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Senior Civil Engineer	MC55	\$49.13	\$51.59	\$54.17	\$56.88	\$59.73	<b>Hourly Monthly Annual</b>
		\$8,515.87	\$8,942.27	\$9,389.47	\$9,859.20	\$10,353.20	
		\$102,190.40	\$107,307.20	\$112,673.60	\$118,310.40	\$124,238.40	
Senior Civil Land Surveyor	MC79	\$49.13	\$51.59	\$54.17	\$56.88	\$59.73	
		\$8,515.87	\$8,942.27	\$9,389.47	\$9,859.20	\$10,353.20	
		\$102,190.40	\$107,307.20	\$112,673.60	\$118,310.40	\$124,238.40	
Senior Engineer	MC56	\$49.13	\$51.59	\$54.17	\$56.88	\$59.73	
		\$8,515.87	\$8,942.27	\$9,389.47	\$9,859.20	\$10,353.20	
		\$102,190.40	\$107,307.20	\$112,673.60	\$118,310.40	\$124,238.40	
Senior Human Resources Analyst	MC57	\$42.62	\$44.76	\$47.00	\$49.35	\$51.82	
		\$7,387.47	\$7,758.40	\$8,146.67	\$8,554.00	\$8,982.14	
		\$88,649.60	\$93,100.80	\$97,760.00	\$102,648.00	\$107,785.60	
Senior Internal Auditor	MC58	\$44.37	\$46.59	\$48.92	\$51.37	\$53.94	
		\$7,690.80	\$8,075.60	\$8,479.47	\$8,904.14	\$9,349.60	
		\$92,289.60	\$96,907.20	\$101,753.60	\$106,849.60	\$112,195.20	
Senior Management Analyst	MC82	\$46.90	\$49.25	\$51.72	\$54.31	\$57.03	
		\$8,129.34	\$8,536.67	\$8,964.80	\$9,413.74	\$9,885.20	
		\$97,552.00	\$102,440.00	\$107,577.60	\$112,964.80	\$118,622.40	
Senior Planner	MC59	\$42.83	\$44.98	\$47.23	\$49.60	\$52.08	
		\$7,423.87	\$7,796.54	\$8,186.54	\$8,597.34	\$9,027.20	
		\$89,086.40	\$93,558.40	\$98,238.40	\$103,168.00	\$108,326.40	
Senior Traffic Engineer	MC74	\$49.13	\$51.59	\$54.17	\$56.88	\$59.73	
		\$8,515.87	\$8,942.27	\$9,389.47	\$9,859.20	\$10,353.20	
		\$102,190.40	\$107,307.20	\$112,673.60	\$118,310.40	\$124,238.40	
(IT) Software Development Supervisor	MC60	\$49.00	\$51.45	\$54.03	\$56.74	\$59.58	
		\$8,493.34	\$8,918.00	\$9,365.20	\$9,834.94	\$10,327.20	
		\$101,920.00	\$107,016.00	\$112,382.40	\$118,019.20	\$123,926.40	
Strategic Transportation Engineering Manager	MC61	\$56.10	\$58.91	\$61.86	\$64.96	\$68.21	
		\$9,724.00	\$10,211.07	\$10,722.40	\$11,259.74	\$11,823.07	
		\$116,688.00	\$122,532.80	\$128,668.80	\$135,116.80	\$141,876.80	
Supervising Accountant	MC62	\$41.98	\$44.08	\$46.29	\$48.61	\$51.05	
		\$7,276.54	\$7,640.54	\$8,023.60	\$8,425.74	\$8,848.67	
		\$87,318.40	\$91,686.40	\$96,283.20	\$101,108.80	\$106,184.00	
Supervising Animal Services Officer	MC63	\$29.74	\$31.23	\$32.80	\$34.44	\$36.17	
		\$5,154.94	\$5,413.20	\$5,685.34	\$5,969.60	\$6,269.47	
		\$61,859.20	\$64,958.40	\$68,224.00	\$71,635.20	\$75,233.60	

**CITY OF FONTANA  
MANAGEMENT CONFIDENTIAL  
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE  
Effective 04/23/2022**

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		
Supervising Building Inspector	MC64	\$44.37	\$46.59	\$48.92	\$51.37	\$53.94	<b>Hourly</b>	
		\$7,690.80	\$8,075.60	\$8,479.47	\$8,904.14	\$9,349.60		<b>Monthly</b>
		\$92,289.60	\$96,907.20	\$101,753.60	\$106,849.60	\$112,195.20		
Supervising Code Enforcement Inspector	MC65	\$44.37	\$46.59	\$48.92	\$51.37	\$53.94	<b>Hourly</b>	
		\$7,690.80	\$8,075.60	\$8,479.47	\$8,904.14	\$9,349.60		<b>Monthly</b>
		\$92,289.60	\$96,907.20	\$101,753.60	\$106,849.60	\$112,195.20		
Supervising Plans Examiner	MC75	\$44.37	\$46.59	\$48.92	\$51.37	\$53.94	<b>Hourly</b>	
		\$7,690.80	\$8,075.60	\$8,479.47	\$8,904.14	\$9,349.60		<b>Monthly</b>
		\$92,289.60	\$96,907.20	\$101,753.60	\$106,849.60	\$112,195.20		
Supervising Real Property Agent	MC66	\$40.16	\$42.17	\$44.28	\$46.50	\$48.83	<b>Hourly</b>	
		\$6,961.07	\$7,309.47	\$7,675.20	\$8,060.00	\$8,463.87		<b>Monthly</b>
		\$83,532.80	\$87,713.60	\$92,102.40	\$96,720.00	\$101,566.40		
Supervising Technical Engineer	MC67	\$43.56	\$45.74	\$48.03	\$50.44	\$52.97	<b>Hourly</b>	
		\$7,550.40	\$7,928.27	\$8,325.20	\$8,742.94	\$9,181.47		<b>Monthly</b>
		\$90,604.80	\$95,139.20	\$99,902.40	\$104,915.20	\$110,177.60		
Supervising Traffic Systems Specialist	MC68	\$41.87	\$43.97	\$46.17	\$48.48	\$50.91	<b>Hourly</b>	
		\$7,257.47	\$7,621.47	\$8,002.80	\$8,403.20	\$8,824.40		<b>Monthly</b>
		\$87,089.60	\$91,457.60	\$96,033.60	\$100,838.40	\$105,892.80		
(IT) Support Supervisor	MC69	\$49.00	\$51.45	\$54.03	\$56.74	\$59.58	<b>Hourly</b>	
		\$8,493.34	\$8,918.00	\$9,365.20	\$9,834.94	\$10,327.20		<b>Monthly</b>
		\$101,920.00	\$107,016.00	\$112,382.40	\$118,019.20	\$123,926.40		
(IT) Systems Administrator	MC70	\$43.26	\$45.43	\$47.71	\$50.10	\$52.61	<b>Hourly</b>	
		\$7,498.40	\$7,874.54	\$8,269.74	\$8,684.00	\$9,119.07		<b>Monthly</b>
		\$89,980.80	\$94,494.40	\$99,236.80	\$104,208.00	\$109,428.80		
(IT) Systems/Network Specialist	MC71	\$35.26	\$37.03	\$38.89	\$40.84	\$42.89	<b>Hourly</b>	
		\$6,111.74	\$6,418.54	\$6,740.94	\$7,078.94	\$7,434.27		<b>Monthly</b>
		\$73,340.80	\$77,022.40	\$80,891.20	\$84,947.20	\$89,211.20		
Transportation Engineering Manager	MC72	\$61.80	\$64.89	\$68.14	\$71.55	\$75.13	<b>Hourly</b>	
		\$10,712.00	\$11,247.60	\$11,810.94	\$12,402.00	\$13,022.54		<b>Monthly</b>
		\$128,544.00	\$134,971.20	\$141,731.20	\$148,824.00	\$156,270.40		
Utilities & Streets Supervisor	MC73	\$37.63	\$39.52	\$41.50	\$43.58	\$45.76	<b>Hourly</b>	
		\$6,522.54	\$6,850.14	\$7,193.34	\$7,553.87	\$7,931.74		<b>Monthly</b>
		\$78,270.40	\$82,201.60	\$86,320.00	\$90,646.40	\$95,180.80		



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-1288

**Agenda #:** D.

**Agenda Date:** 4/12/2022

**Category:** Consent Calendar

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**FROM:**

Engineering

**SUBJECT:**

Accept perimeter CFD Landscape improvements for Duncan Canyon Road and Cypress Avenue for Tract No. 19961 & Tract No. 19962 & Tract 19962-1 within the Arboretum Specific Plan

**RECOMMENDATION:**

Accept perimeter CFD Landscaping improvements for Duncan Canyon Road and Cypress Avenue for Tract No. 19961 & Tract No. 19962 & Tract No. 19962-1 within the Arboretum Specific Plan and Release related Faithful Performance Bonds

**COUNCIL GOALS:**

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

**DISCUSSION:**

North Fontana Investment Company, LLC was conditioned as part of MCN15-000065 to construct landscaping improvements along the perimeter of the established Community Facilities District (CFD) located along the frontage of Cypress Avenue between Duncan Canyon Road and Casa Grande Avenue also along Casa Grande Avenue between Cypress Avenue and Oak Grove Avenue which are part of Tract No. 19961, Tract No. 19962 & Tract No. 19962-1 within the Arboretum Specific Plan.

The CFD Landscaping has met all Conditions of Approval and the improvements were inspected by the Department of Engineering and Department of Public Works. Hence, staff recommends to accept perimeter CFD Landscape improvements for Tract No. 19961 & Tract No. 19962 & Tract 19962-1.

This action will also authorize the release of the Faithful Performance Bonds, which were posted to guarantee performance of the Subdivision Agreement. It will also authorize the release of the Labor and Material Bond after six months and the Warranty bond after twelve months, less the total of any claims received by this date.

**FISCAL IMPACT:**

As part of this action to accept as complete the improvement, the CFD Landscaping will be deemed complete and the City will take over operation and maintenance of the facilities and landscaping. The annual cost is estimated at \$273,000 for the fiscal year 2021/2022.

**MOTION:**



Approve staff recommendation

**Meadows Village at The Arboretum**  
**Casa Grande Ave and Cypress Ave Landscape Bonds**  
**Tract #'s: 19961, 19962, and 19962-1**



- Casa Grande Ave:
  - North side of street from Oak Grove Ave to Cypress Ave between wall/sidewalk & sidewalk/street
- Cypress Ave:
  - West side of street from Casa Grande Ave to Duncan Canyon Road between wall/sidewalk & sidewalk/street



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-1292

**Agenda #:** E.

**Agenda Date:** 4/12/2022

**Category:** Consent Calendar

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**FROM:**

Public Works

**SUBJECT:**

Adopt Resolution and Authorize the Deputy City Manager to Award Contract to Masterseal Corp. of San Clemente California, for Emergency Pool Deck Repair Work at the Village of Heritage Pool Facility

**RECOMMENDATION:**

1. Adopt **Resolution No 2022-\_\_\_\_\_**, a resolution of the City Council of the City of Fontana recognizing that certain conditions exist on the pool deck at the Village of Heritage Pool Facility requiring emergency repair work. This resolution is made in accordance with Fontana City Code Sec.10-147(6).

2. Authorize the Deputy City Manager, or his designee, to execute a contract with Masterseal Corp. in the amount of \$219,500 with a 10% contingency in the amount of \$21,950 for the performance of emergency pool deck repair work at the Village of Heritage Pool Facility.

**COUNCIL GOALS:**

- To operate in a businesslike manner by correcting problems immediately.
- To invest in the city's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.

**DISCUSSION:**

The existing pool deck coating at the Village of Heritage Pool was originally installed by Masterseal Corp. in 2007 as part of the Village of Heritage Community Center construction project. This coating is now 15 years old and has outlived its useful service life. There are numerous areas where the coating has separated from the underlying concrete presenting slip, trip and fall hazards for the users of the pool facility. The proposal for this work from Masterseal Corp. includes a 5-year warranty on labor and materials, with a projected minimum 10-year life expectancy for the new coating.

**FISCAL IMPACT:**

Funding for this project has been provided through a contract agreement with San Bernardino County, as approved by the City Council at the regular meeting on February 8<sup>th</sup>, 2022, and is available in Fund 396 LMD # 2 Village of Heritage more specifically in ORG 39638205.

**MOTION:**

Approve staff recommendation

**RESOLUTION NO. 2022 –**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA  
AUTHORIZING EMERGENCY POOL DECK REPAIR WORK AT THE VILLAGE OF  
HERITAGE POOL FACILITY**

**WHEREAS**, an unsafe condition has been determined to exist at the Village of Heritage pool facility due to deterioration of the surface of the pool deck; and

**WHEREAS**, Fontana Municipal Code section 10-136 provides that an “emergency” means a condition or possible safety condition which makes bidding procedures, either formal or informal, impracticable or not in the best interests of the City; and

**WHEREAS**, there is a need for immediate repair work on the pool deck to re-open the pool facility to the public in a timely manner; and

**WHEREAS**, the proposed repair work is not a public project as that term is defined in California Public Contract Code section 20162; and

**WHEREAS**, the contract may be awarded without competitive bidding per Fontana Municipal Code Sec.10-152(1); and

**WHEREAS**, the Public Works Department is recommending the award of a contract to Masterseal Corp. for said repair work in the amount of \$219,500.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Fontana, that the City Manager be and is hereby authorized to award said contract as listed above.

**EFFECTIVE DATE:** April 12th, 2022

**APPROVED AND ADOPTED** this 12th day of April, 2022.

**READ AND APPROVED AS TO LEGAL FORM:**

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City Attorney

I, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council of said City at a regular meeting thereof, held on April 12, 2022, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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City Clerk of the City of Fontana

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Resolution 2022-

Mayor of the City of Fontana

ATTEST:

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City Clerk



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## BID PROPOSAL

2-20-2022

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To: Michael Springer  
City of Fontana  
909-428-8811

From: David DiBaggio, Owner

Project: Heritage Pool Deck - 7350 West Liberty Parkway, Fontana

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### Scope of Work:

We propose to furnish all labor, material and equipment necessary to repair and resurface the concrete pool deck, approx. 12,700 square feet, with Crossfield Products Dex-O-Tex Auto Dex V system as follows:

1. Acid etch and neutralize deck to remove surface contaminants.
2. Grind deck to remove loose material.
3. Remove existing joint sealants, approx. 2,900 lineal feet.
4. Rout cracks and fill with epoxy.
5. Level up spalled concrete with acrylic cement.
6. Prime deck with 500 W epoxy primer.
7. Apply co-polymer cement bondcoat by trowel.
8. Apply SBR rubber waterproof membrane reinforced with polypropylene fabric.
9. Apply first topping coat co-polymer cement by trowel. Sand deck.
10. Apply second topping coat co-polymer cement by trowel. Sand deck.
11. Apply co-polymer cement texture by spray and knockdown method.
12. Seal expansion joints with polyether sealant over backer rod.
13. Apply two coats AJ 44 SR pigmented acrylic sealer.

See [www.dex-o-tex.com](http://www.dex-o-tex.com) for more information.

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The Dex-O-Tex Auto Dex V system will restore this deck to like new condition. The fabric reinforced waterproof membrane in the system will keep water out of the concrete and provide maximum crack resistance. The polyether joint sealant is superior to polyurethane in terms of UV and chemical resistance.

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TOTAL PRICE: \$219,500  
Prevailing wage included.

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Warranty: (5) years labor and material. Life expectancy is 10-15 years with periodic maintenance (clean and seal every five years).

Working Time: (60) days/trips.

Workmanship: All work is supervised by owner and guaranteed neat and professional. Owner has over (45) years' experience as a contractor and manufacturers rep in the waterproofing and special coatings industry.

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Masterseal Corp.  
949-355-5031  
San Clemente, CA  
Contractors License 810097



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-1280

**Agenda #:** F.

**Agenda Date:** 4/12/2022

**Category:** Consent Calendar

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**FROM:**

Engineering

**SUBJECT:**

Approve a Construction and Maintenance Agreement with Southern California Regional Rail Authority (SCRRA) for the construction of the Citrus Avenue at Ceres Avenue Traffic Signal Project

**RECOMMENDATION:**

1. Approve and authorize City Manager to execute a Construction and Maintenance Agreement, with Southern California Regional Rail Authority in the amount of \$250,000.00, for the construction of the Citrus Avenue at Ceres Avenue Traffic Signal Project (PN 3355).
2. Approve and authorize the City Manager to execute any future amendments to the Construction and Maintenance Agreement.

**COUNCIL GOALS:**

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

**DISCUSSION:**

The City determined the need for a new traffic signal at the intersection of Citrus Avenue and Ceres Avenue to aid in circulation and ease congestion. This project is a component of a comprehensive transportation improvement and traffic management program. Due to its close proximity to the railroad, the project will not only construct a traffic signal at the intersection, but it will also include the installation of a signal at the at-grade Metrolink crossing just north of the intersection to prevent vehicular queuing across tracks.

SCRRA controls, administers, operates, and maintains the railroad track, structures, signals, communication systems, and appurtenances through this Citrus Avenue at-grade highway railroad crossing location.

A Construction and Maintenance Agreement by and between SCRRA and the City, in the amount of \$250,000.00, is required prior to the start of the project for all inspection, labor and materials provided by SCRRA to support the installation of the signal and its appurtenances at the railroad crossing.

**FISCAL IMPACT:**

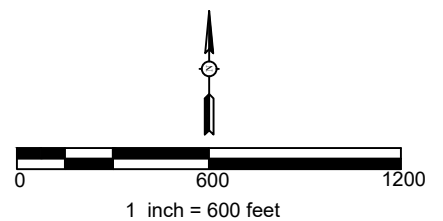
The project is possible through the current Local Measure I Program. The project is funded in Fiscal Year 2021-2022 in Local Measure I Fund No. 246 in Project No. 3355, Citrus-Ceres Traffic Signal Project.

**MOTION:**

Approve staff recommendation.



# CITRUS AVE AND CERES AVE TRAFFIC SIGNAL PROJECT



CONSTRUCTION AND MAINTENANCE  
AGREEMENT

for

CITRUS – CERES  
INTERSECTION SIGNALIZATION  
PROJECT

SOUTHERN CALIFORNIA REGIONAL RAIL  
AUTHORITY (SCRRA)

AND THE

CITY OF FONTANA

COVERING THE

PUBLIC AT-GRADE HIGHWAY RAILROAD  
CROSSINGS

ADJACENT TO RAILROAD FROM

SCRRA MILE POST 48.17 – SAN GABRIEL SUBDIVISION

IN OR NEAR

CITY OF FONTANA

SAN BERNARDINO COUNTY,

CALIFORNIA

SCRRA Folder No.: S0000113

SCRRA Project No.: 860994

## Construction and Maintenance Agreement for

\_\_\_\_\_  
Citrus – Ceres Intersection Signalization Project  
Mile Post 48.17 – San Gabriel Subdivision  
City of Fontana  
San Bernardino County, CA

Associated Crossings	CPUC #	DOT #
Citrus Avenue Highway-Rail Crossing	101SG-48.17	026147A

THIS Construction and Maintenance Agreement ("AGREEMENT") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_, by and between the **SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**, a joint powers authority existing under the laws of the State of California (hereinafter referred to as "SCRRA"), to be addressed at 900 Wilshire Blvd. Suite 1500, Los Angeles, CA 90017 and the **CITY OF FONTANA**, a general law city and a municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "CITY"), to be addressed at City of Fontana, 8353 Sierra Avenue, Fontana, CA 92335. CITY and SCRRA may be referred to singly as "PARTY" and collectively as "PARTIES."

### RECITALS:

SCRRA is a five-county joint powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build, maintain, administer, and operate the "METROLINK" commuter train system on railroad rights-of-way owned by the member agencies and through other shared use and joint operation agreements. The

Citrus & Ceres Intersection Signalization Project  
Construction & Maintenance Agreement

five-county member agencies are comprised of the following: Los Angeles County Metropolitan Transportation Authority (“MTA”), Ventura County Transportation Commission (“VCTC”), Orange County Transportation Authority (“OCTA”), San Bernardino County Transportation Authority (“SBCTA”), and Riverside County Transportation Commission (“RCTC”).

SCRRA controls, administers, operates, and maintains the railroad track, structures, signals, communication systems, and appurtenances on the rail line known as the San Gabriel Subdivision in the area traversed by Citrus Avenue. SCRRA and the “Operating Railroads” [as used herein “Operating Railroads” means any passenger or freight-related railroad company(s) operating on SCRRA track(s), including the National Railroad Passenger Corporation (AMTRAK), the Union Pacific Railroad Company (UPRR), and the Burlington Northern and Santa Fe Railway Company (BNSF)] operate trains and rail equipment through this at-grade highway railroad crossing location on right-of-way owned by SBCTA, in accordance with the Shared Use Agreement dated October 30, 1992, and the Agreement between SCRRA, its Member Agencies, and the National Railroad Passenger Corporation (Amtrak) and known as the “Intercity Agreement”.

The CITY desires to construct, maintain and operate traffic signals at the Citrus Ave and Ceres Avenue intersection and queue-cutter signals at the Citrus Ave highway-rail at-grade crossing, hereinafter referred to as the “PROJECT” as described in **Exhibit B-1**, attached hereto and made a part hereof as if incorporated herein. The PROJECT is located on Citrus Avenue between Arrow Boulevard and Merrill Avenue in the City of Fontana. The PROJECT is on the SCRRA’s San Gabriel Subdivision right-of-way at mile post 48.17. Presently, the CITY occupies the SBCTA right-of-way with an highway-rail at-grade crossing that carries vehicular traffic on Citrus Avenue, while both SCRRA and the BNSF operate trains along the SBCTA right-of-way. There is one highway-rail at-grade crossing within the PROJECT and it is Citrus Avenue Highway-Rail Crossing (CPUC No. 101SG – 48.17, DOT No. 026147A).

The general arrangement, type, size, plan, profile, section and location of the at-grade highway-railroad crossing proposed by the CITY are shown on the location print marked as **Exhibit B-2**. The detailed plans and specifications of the PROJECT are to be included in this AGREEMENT are collectively marked as **Exhibit B-3** and **Exhibit B-4** inclusive.

SCRRA and the CITY are entering into this AGREEMENT to cover the PROJECT as described above, and as contained in the attached Exhibits.

## **AGREEMENT**

NOW, THEREFORE, it is mutually agreed by and between the PARTIES hereto as follows:

### **ARTICLE 1 - LIST OF EXHIBITS**

The exhibits below are attached to and made a part of this AGREEMENT as if set forth in their entirety:

Exhibit A	Standard Terms and Conditions
Exhibit B-1	Detailed Description of PROJECT
Exhibit B-2	Railroad Location Print
Exhibit B-3	PROJECT Plans
Exhibit B-4	PROJECT Specifications
Exhibit B-5	SCRRA Form of Approval for CITY WORK PS&E
Exhibit B-6	List of CITY Design and Contractor Submittals Requiring SCRRA Review
Exhibit C-1	Easements of CROSSING AREAS
Exhibit C-2	Plats of Easement and Legal Descriptions
Exhibit D-1	CITY Scope of Work and Estimate (“CITY WORK”)
Exhibit D-2	SCRRA Scope of Work and Estimate (“RAILROAD WORK”)
Exhibit E-1	SCRRA Highway-Rail Grade Crossings Manual, Standards, and Criteria
Exhibit E-2	Requirements of the Contractor(s)
Exhibit E-3	SCRRA Form 6 -Temporary Right-of-Entry Agreement and & SCRRA Insurance Requirements
Exhibit F	Funding Schedule

**ARTICLE 2 - RESERVED**

**ARTICLE 3 – PLANS AND SPECIFICATIONS**

3.1 SCRRRA, at the sole cost and expense of the CITY, has prepared, or caused to be prepared, the detailed Plans, Specifications, and Estimates (the “PS&E”) for the changes, additions, or alterations to existing SCRRRA signals facilities required in connection with the PROJECT which is more fully described in **Exhibit D-2** (the “RAILROAD WORK”) - SCRRRA Scope of Work and Estimate.

3.2 The CITY shall comply with all SCRRRA terms and conditions that are described in **Exhibits E-1**, through and including **Exhibit E-3**, and other special guidelines that SCRRRA may provide to the CITY for this PROJECT for any work performed by the CITY or a contractor(s) to the CITY.

3.3 CITY has prepared the PS&E for the design of the roadway, traffic signals, queue-cutter signals, and appurtenances in connection with the PROJECT, which is more fully described in **EXHIBIT D-1** (the “CITY WORK”).

3.4 SCRRRA has reviewed the PS&E for the CITY WORK to ensure general conformance with SCRRRA standards and requirements. No changes in the final approved PS&E of the CITY WORK may be made unless SCRRRA has consented to the proposed changes in writing.

#### **ARTICLE 4 – SCRRA REQUIREMENTS**

4.1 The CITY, at its sole cost and expense, shall comply and ensure that its employee(s), consultant(s), and contractor(s) comply, at all times when on or adjacent to the rail right-of-way, with the rules and regulations, as contained in the current editions of the following documents, which are otherwise known as “REFERENCES”, as incorporated in this document as if they were set full in this paragraph, and incorporated in this AGREEMENT by reference. These documents are described and can be accessed through SCRRA’s website [www.metroinktrains.com](http://www.metroinktrains.com), as the following:

- ***General Safety Regulations for Third Party Construction and Maintenance Activity on SCRRA Member Agency Property***
- ***Applicable SCRRA Engineering Standards***

4.2 The CITY and all employee(s), consultant(s), and contractor(s) employed by the CITY shall ensure compliance with the terms and conditions of the AGREEMENT for work specified in this Article. SCRRA requires all CITY employee(s), consultant(s) and contractor(s) working on the PROJECT to attend the SCRRA Safety Training for Roadway Worker Protection (“RWP”), as a mandatory prerequisite to enter the railroad right-of-way or perform any work outside the railroad right-of-way with potential to affect rail operations and comply with the SCRRA Safety Rules while on railroad property.

4.3 SCRRA representatives may make inspections and conduct tests to judge the effectiveness of the safety training, and compliance with SCRRA requirements, in accordance with SCRRA’s Efficiency Testing Program, in compliance with 49 CFR 214 – Railroad Workplace Safety Regulations and SCRRA Third Party Work Rules. The employee(s), consultant(s), and contractor(s) shall cooperate with SCRRA, Federal, and State representatives at all times. Disregard for, or failure to comply with, the requirements of 49 CFR 214 – Railroad Workplace Safety regulations, or SCRRA third-party safety requirements, may result in the removal of an offending individual(s) from the SCRRA Right-of-Way. Egregious or repeated disregard for any safety rule or requirement may result in the termination of the Right-of-Entry Agreement.

**ARTICLE 5 – MAINTENANCE BY CITY**

5.1 CITY shall maintain, repair and renew the at-grade highway-railroad CROSSING AREAS within their respective boundaries starting at two (2) feet outside of the rails of each track. When two or more tracks are involved, SCRRA shall maintain, at its expense, the area between the tracks where the distance between the center lines of tracks is fifteen (15) feet or less measured at the center line of the highway, normal to the tracks. CITY shall maintain and repair, at CITY's expense, any street improvements, including street lighting, sidewalks, curb and gutters, raised medians and traffic striping, traffic signals and signage within the at-grade highway-railroad CROSSING AREAS. This work shall be done pursuant to CPUC General Order 72-B.

5.2 CITY shall share equally with SCRRA the maintenance cost of the railroad crossing warning signals and signal controls in accordance with California Public Utilities Code (CPU Code) §1202.2, except that CITY's liability thereof shall be limited to such funds as may be set aside for allocation through the CPUC, pursuant to CPU Code §1231.1. SCRRA shall submit annual invoices to the CPUC for CITY's share of the maintenance costs of the railroad crossing warning signals and signal controls, which costs shall be paid by the CPUC pursuant to CPU Code §1231.1. This results in no direct cost to the CITY for the maintenance of the automatic warning devices.

**ARTICLE 6 – SCOPE OF WORK BY THE CITY**

6.1 The CITY WORK to be performed by the CITY is described in **Exhibit D-1 – CITY Scope of Work** (hereinafter referred to as "CITY WORK").

6.2 The CITY shall also make any and all arrangements for the installation or relocation of wire lines, pipe lines, advertising signs, and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than SCRRA, which may be necessary for the construction of the PROJECT. CITY shall be responsible for any and all costs associated with these installations, relocations or takings, at no cost to SCRRA.



6.3 The CITY shall be responsible for the removal and remediation of any and all contaminated or hazardous material encountered implementing the CITY WORK within the limits of the PROJECT and the CROSSING AREAS within each respective right-of way in accordance with applicable law or regulation.

#### **ARTICLE 7 – SCOPE OF WORK AND ESTIMATE BY SCRRRA**

7.1 The RAILROAD WORK to be performed by SCRRRA is described in **Exhibit D-2 – SCRRRA Scope of Work and Estimate**, is estimated to be in the amount of Two-Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00). All PROJECT work performed by SCRRRA, and the cost of the PROJECT will be at the sole cost and expense of the CITY including any overage beyond the estimated cost for the RAILROAD WORK.

7.2 Upon execution of the AGREEMENT and receipt from the CITY of a written notice to proceed with the RAILROAD WORK and full funding deposit, SCRRRA will place orders for any needed materials or equipment, and issue contracts or task orders for any adjustment of SCRRRA facilities necessary to permit construction of the PROJECT. Orders for materials, new contracts for construction, or task orders under existing contracts, will be issued in accordance with SCRRRA procurement policies and the laws and regulations governing public agency contracts applicable to SCRRRA.

7.3 SCRRRA at CITY's expense shall be responsible for the necessary removal and remediation of any and all contaminated or hazardous material within the limits of the PROJECT which are within SBCTA right of way in accordance with applicable law or regulation. CITY shall provide SCRRRA with prompt written notice of any contaminated or hazardous material, the source of which is in the SBCTA right of way.

#### **ARTICLE 8 – CONSTRUCTION BY THE CITY**

8.1 The CITY shall furnish, or cause to be furnished, all labor, materials, tools, equipment, and superintendence for the performance of the CITY WORK for which the CITY is responsible.

8.2 The CITY shall provide a full-time resident engineer (RE) with experience in at-grade highway-railroad grade crossing projects on the PROJECT site during construction.

The RE must be an engineer licensed in the State of California and must have the authority to provide direction to the contractor(s) employed by the CITY, and to commit the CITY within a reasonable scope of authority.

It's expected the RE will:

- Coordinate with SCRRA Staff and SCRRA Project Manager.
- Ensure Contractor's Compliance with SCRRA Safety Rules.
- Support SCRRA Project Manager in ensuring appropriate permits and Site Specific Work Plans are in place and approved before advancing construction.
- Stop any work whenever necessary to protect life safety and SCRRA property.
- Reject materials and workmanship that do not conform to SCRRA Engineering Standards and Specifications.
- Direct unacceptable work to be removed and replaced with acceptable work.
- Communicate and coordinate with the RWIC or flagging manager including scheduling flagging protection, work windows and Form B protection.
- Ensure that all work shall be performed per SCRRA On-Track Safety Manual, GCOR, Cal OSHA, and all other guidelines that may apply to the tasks being performed. Inspector(s) shall document and notify the contractor and SCRRA of non-compliant work.
- Assist in coordinating the CITY WORK and work performed by SCRRA track and signal contractors at the CROSSING AREA.

The RE must have the following qualifications:

- Field experience in the areas above and have performed similar duties on an active Commuter or Class I Railroad.
- Field experience from a minimum of five at-grade highway-rail crossings construction projects on an active Commuter or Class I Railroad, preferably on SCRRA's network.
- A strong adherence to safety when working on and around operating railroads.

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- The ability and willingness to work when construction occurs during nights and weekends when there is less train activity.
- Actual field experience in earthwork, pavements, striping, signage, fencing, track work, site utilities, drainage, concrete, and structural steel.
- Experience in coordination of RAILROAD WORK and CITY WORK within the CROSSING AREA.
- A basic understanding of the railroad signal system at the at-grade crossing. This includes the layout of the gates, loops, pull-boxes, conduits, houses and flashers, and order of which the elements at the crossing are installed.
- Familiar with SCRRRA Engineering Standards and Specifications.
- Understanding of SCRRRA Operations. This includes Absolute Work Windows, Form B, Track & Time and potential impact from the construction to the train operations.

8.3 The CITY must supervise and inspect the operations of all contractor(s) employed by the CITY to assure compliance with the CITY WORK plans and specifications approved by SCRRRA, the terms of this AGREEMENT, and all safety requirements of SCRRRA. If SCRRRA determines that proper supervision and inspection is not being performed by CITY personnel at any time during construction of the PROJECT, SCRRRA has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the PROJECT will not proceed until CITY corrects the objectionable condition or activity to the reasonable satisfaction of SCRRRA. If SCRRRA believes that the condition or activity is not being corrected in an expeditious manner, SCRRRA will immediately notify the CITY, and the CITY agrees to immediately institute appropriate corrective action.

8.4 The CITY shall incorporate the requirements of **Exhibit E-1**, through and including **Exhibit E-3** into each prime contract for construction of the PROJECT. The CITY shall exercise its authority as a PARTY to any contract for construction into which it enters: to ensure that its contractor(s) conforms with the requirements listed in **Exhibit E-1**, through and including **Exhibit E-3**, and to ensure that the operations, right-of-way, property, or other facilities of SCRRRA, or the operations, property or facilities of others occupying or using SCRRRA right-of-way, are protected at all times. All work done by the CITY, or its contractor(s), on the right-of-way of SCRRRA shall be done in a manner satisfactory to SCRRRA.

8.5 If needed, SCRRA and CITY shall establish mutually agreeable railroad work windows for the PROJECT prior to advertising the PROJECT for bid. To facilitate scheduling for the PROJECT, CITY shall require its contractor(s) to give SCRRA's representative one hundred and five (105) calendar days advance notice of the proposed times and dates for any absolute work windows, whereby all railroad operations are suspended, to which SCRRA has agreed. Should, it become impracticable to provide the work window on the dates established due to train operations, service obligations, or other reasons provided in this AGREEMENT, SCRRA will provide the work window at the next reasonable available opportunity. SCRRA shall not be responsible for any additional costs and expenses resulting from a change in work windows.

8.6 The CITY shall furnish copies of the contractor(s) furnished submittals listed in **Exhibit B-6** to SCRRA for review and approval prior to proceeding with the work covered by the submittals. Upon approval of the CITY, the contractor(s) may make the submittals directly to SCRRA PM. SCRRA shall be allowed forty-five (45) calendar days to complete its review of any submittals.

8.7 The CITY must notify SCRRA's Assistant Director – Construction Public Projects – Program Delivery Department of SCRRA, in writing, of the date on which CITY and its contractor(s) will meet with SCRRA for the purpose of making final inspection of the PROJECT. In addition, the CITY must advise SCRRA within fifteen (15) calendar days of the date that the CITY makes final acceptance of the PROJECT.

## **ARTICLE 9 – FUTURE QUIET ZONE**

9.1 Should the CITY in the future desire a quiet zone at the CROSSING AREA, CITY must formally provide a written request for the installation of quiet zone at-grade highway-railroad crossing improvements to SCRRA. SCRRA, at CITY's sole cost and expense, will include all the additional safety enhancements required for quiet zone requirements for the at-grade highway-railroad crossings as contained in this PROJECT in order to qualify the crossings for quiet zone implementation. In doing so, the estimated costs for any future work to be performed by SCRRA will be determined and included in an amendment to this AGREEMENT or another agreement to cover any contemplated quiet zone safety enhancements as well as any additional cost to SCRRA that will be reimbursed by CITY, as a result of this additional work.

9.2 CITY further acknowledges that if it elects to establish a quiet zone within its jurisdictional boundaries pursuant to the Federal Railroad Administration (“FRA”) and SCRRRA’s Quiet Zone Implementation Guidelines and Procedures adopted April 21, 2006, CITY shall follow SCRRRA’s Quiet Zone Implementation Criteria, which will be incorporated as though fully set forth herein into this AGREEMENT through a written amendment executed by the CEO or other similar officer of each of the PARTIES with delegated authority to execute such amendments to the AGREEMENT.

#### **ARTICLE 10 – DISTRIBUTION OF COSTS**

10.1 The source of funding for the PROJECT may include federal, state and local funds. All contracts, expenses and invoicing for this PROJECT shall meet the requirements of the funding and agreements attached to this AGREEMENT as **Exhibit F**.

10.2 If the CITY will be receiving any federal funding for the PROJECT, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this AGREEMENT by reference, and construction work by the CITY and its contractor(s) shall be performed, and any reimbursement to SCRRRA for work it performs, shall be made in accordance with the Federal Aid Policy Guide.

10.3 Notwithstanding any provision of 23 CFR 210, the CITY agrees to assume, in accordance with 23 CFR 210 (d), all responsibility for any and all shares of the cost for which SCRRRA might otherwise be responsible. SCRRRA shall not, in any event, be required to commit its own funds or that of its member agencies to the PROJECT.

#### **ARTICLE 11 – PAYMENT FOR SCRRRA WORK (RAILROAD WORK)**

11.1 Upon the execution of this AGREEMENT and prior to any PROJECT work commencing, the CITY shall deposit \$250,000 with SCRRRA for the RAILROAD WORK, representing 100% of estimated SCRRRA project costs contained in **Exhibit D-2** – SCRRRA Scope of Work and Estimate.

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During the construction of the PROJECT, SCRRA will send CITY at a minimum quarterly progress statements detailing the costs of the RAILROAD WORK performed by SCRRA under this AGREEMENT. If at any time, the actual cost, including the estimated allocated overhead, exceeds eighty percent (80%) of the amount estimated in Exhibit D-2 and SCRRA determines that additional funds will be needed to complete the PROJECT, SCRRA shall notify the CITY and provide an updated estimate for approval. Once approved by the CITY, an amendment to this AGREEMENT shall be executed to fund the additional estimated cost. Progress statements shall be sent to:

Jazmine Pena  
Assistant Engineer  
City of Fontana, Engineering  
8353 Sierra Ave  
Fontana, CA 92335

11.2 Until SCRRA receives formal approval of its final overhead rates, the Federal Transit Administration provisional overhead rate will be provided for cost estimation and budgeting purposes. SCRRA will invoice utilizing the Federal Transit Administration provisional overhead rate until the Federal Transit Administration, SCRRA's cognizant audit agency, has approved the final rate at the completion of its audit, at which time SCRRA will reconcile all previous invoices and make adjustments where appropriate. Upon completion of the PROJECT, and after the SCRRA overhead rate for each period covering the construction of the PROJECT is approved by the cognizant audit Agency, SCRRA will send CITY a detailed statement of final costs, segregated as to labor and materials for each item in the recapitulation shown on **Exhibit D-2**.

11.3 SCRRA, if it so elects, may recalculate and update the RAILROAD WORK estimate in Exhibit D-2 in the event the CITY does not commence construction on the portion of the PROJECT located on the right-of-way of SCRRA within six (6) months from the date of the RAILROAD WORK.

11.4 CITY acknowledges that the RAILROAD WORK estimate contained in **Exhibit D-2**, includes an estimate of the flagging costs provided by SCRRA for work on SBCTA right-of-way and in the vicinity of the CROSSING AREA that is to be paid by CITY in connection with the

PROJECT. Any additional cost of flagging incurred by SCRRA or the CITY is to be paid by the CITY. In the event of new construction and maintenance, SCRRA at the sole cost and expense of the CITY, shall coordinate with the CITY in providing flagging. The CITY shall coordinate with the appropriate SCRRA representative for flagging.

11.5 Notwithstanding the amount of the RAILROAD WORK provided by SCRRA, the CITY agrees to reimburse SCRRA for one hundred percent (100%) of all actual and documented costs incurred by SCRRA in connection with the PROJECT including, but not limited to, actual costs of construction inspection, procurement of materials, equipment rental, manpower and deliveries to the job site and all of the normal and customary additives applicable to SCRRA (which shall include direct and indirect overhead costs) associated therewith.

## **ARTICLE 12 - CONTRACTOR'S RIGHT OF ENTRY PERMIT AND INSURANCE**

12.1 Entry onto the SCRRA right-of-way by either CITY or its contractor(s) shall at all times be subject to the current (at time of entry) requirements for entering the SCRRA right-of-way and the SCRRA procedures and requirements for securing railway flagging or other protective services.

12.2 The CITY shall incorporate the provisions set forth in **Exhibit E-1**, through and including **Exhibits E-3** into each contract for any work involving construction of the PROJECT or future maintenance work. The CITY shall further require that each of its contractor(s) comply with the requirements set forth in **Exhibit E-1**, through and including **Exhibits E-3**, in this AGREEMENT.

12.3 If the CITY retains a contractor(s) to perform any work involving the PROJECT (including initial construction and any subsequent relocation or maintenance and repair work), the CITY shall require the contractor(s) to:

- a) Execute SCRRA "Form 6 – Temporary Right-of Entry-Agreement" or similar form of AGREEMENT as adopted by SCRRA at the time that any future work is performed without modification. A copy of SCRRA Form 6 as currently adopted by SCRRA is included with this AGREEMENT as **Exhibit E-3**.

- b) Furnish and provide the bonds, insurance policies, certificates, binders, endorsements or combinations thereof in accordance with the insurance requirements accompanying SCRRA "Form 6 – Temporary Right-of-Entry-Agreement" and as described in Exhibit "A" of **Exhibit E-3**.

12.4 The CITY shall not allow any contractor(s) to commence any work in the CROSSING AREAS or on any other portion of the SCRRA right-of-way until the contractor(s) has provided the required insurance and the right-of-entry is approved and signed by SCRRA.

12.5 All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

SCRRA  
2558 Supply Street  
Pomona, CA 91767

12.6 The CITY may not self-insure any portion of the insurance coverage for work performed by the employees of the CITY without prior approval of SCRRA.

12.7 Under no circumstances will personnel, equipment, or material of a contractor(s) or the CITY be allowed on the SCRRA right-of-way without providing the insurance required by this article and arranging for flagging or other protective services.

**ARTICLE 13- EFFECTIVE DATE; TERM AND TERMINATION.**

13.1 This AGREEMENT shall become effective as of the date signed by SCRRA, and shall continue in full force and effect for as long as the at-grade CROSSING AREAS exists.

13.2 In the event the CITY does not commence construction on the portion of the PROJECT located on the CROSSING AREAS within twelve (12) months of the effective date of the AGREEMENT, SCRRA may, if it so elects, terminate this AGREEMENT effective upon delivery of thirty (30) calendar days written notice to the CITY.



13.3 Either SCRRA or CITY may suspend its performance, under this AGREEMENT if it becomes impracticable to proceed because of the lack of funding or restrictions on the distribution of funds.

13.4 If the AGREEMENT is terminated or suspended as provided above, or for any reason, the CITY shall pay to SCRRA all actual costs incurred by SCRRA or its contractor(s) in connection with the PROJECT up to the date of termination or suspension, including, without limitation, all actual costs incurred by SCRRA, including allocated overhead.

#### **ARTICLE 14 - CONDITIONS PRECEDENT TO START OF WORK**

14.1 Neither the CITY nor any contractor(s) retained by the CITY may commence any CITY WORK within the CROSSING AREAS until all of the following have occurred:

- a) SCRRA and the CITY have executed this AGREEMENT;
- b) SCRRA has provided to the CITY SCRRA's final written approval of the CITY WORK PS&E;
- c) Each contractor(s) has executed SCRRA "Form No. 6 - Temporary Right-of-Entry Agreement" and has obtained and provided to SCRRA the insurance policies, certificates, binders, endorsements, or a combination thereof set forth in the "Form 6 – Temporary Right-of-Entry Agreement; and
- d) All required sums for payment of SCRRA as described in Article 11.1 have been deposited with SCRRA.

#### **ARTICLE 15 - INDEMNIFICATION**

15.1 Neither SCRRA, nor the Operating Railroads, nor any of SCRRA's board members,

member agencies, officers, agents, volunteers, contractor(s), or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any aspect of the PROJECT, CITY WORK, authority or obligation agreed to by the CITY under this AGREEMENT. The CITY shall indemnify, defend and hold harmless SCRRA, any Operating Railroads, as identified by SCRRA, as well as their respective board members, member agencies, officers, agents, volunteers, contractor(s,) and employees (“SCRRA Indemnitees”) from any and all liability, loss, expense (including reasonable attorneys’ fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the SCRRA Indemnitees arising out of or connected with any negligent acts or omissions on the part of the CITY, its council, officers, agents, contractor(s), or employees under or in connection with any aspect of the PROJECT, CITY WORK, authority or obligation agreed to by the CITY under this AGREEMENT. This indemnity shall survive completion of the PROJECT, CITY WORK, and RAILROAD WORK and termination of this AGREEMENT.

15.2 Neither the CITY, nor its council, officers, agents, contractor(s), or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of SCRRA under or in connection with any RAILROAD WORK, work, authority or obligation agreed to by SCRRA under this AGREEMENT. SCRRA shall indemnify, defend and hold harmless CITY, as well as their respective council, officers, agents, contractor(s), and employees (“CITY Indemnitees”) from any and all liability, loss, expense (including reasonable attorneys’ fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the CITY Indemnitees arising out of or connected with any negligent acts or omissions on the part of SCRRA, its board members, officers, agents, volunteers, contractor(s) or employees under or in connection with any aspect of the RAILROAD WORK, authority or obligation agreed to by SCRRA under this AGREEMENT. This indemnity shall survive completion of the PROJECT, CITY WORK and RAILROAD WORK and termination of this AGREEMENT.

15.3 In contemplation of the provisions of Government Code §895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being PARTIES to an

agreement, as defined in Government Code §895, each of the PARTIES hereto, pursuant to the authorization contained in Government Code §895.4 and §895.6, will assume the full liability imposed upon it or any of its officers, agents or employees by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of §895.2 of such code. To achieve this purpose, each other agrees to indemnify and hold harmless each other for any cost or expense that may be imposed upon each other solely by virtue of said §895.2. The provisions of Civil Code §2778 are made a part hereof as if incorporated herein.

#### **ARTICLE 16 - GENERAL PROVISIONS**

16.1 This AGREEMENT shall continue in force and effect unless otherwise provided herein, until mutual termination by the PARTIES or the elimination or removal of an at-grade highway railroad crossing, whichever occurs first. The covenants and provisions of this AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of CITY and SCRRA.

16.2 This AGREEMENT may be modified or amended only in writing. All modifications, amendments, changes and revisions of this AGREEMENT, in whole or part and from time to time, shall be binding upon the PARTIES, so long as the same shall be in writing and executed by the CITY and SCRRA.

16.3 This AGREEMENT and the exhibits attached hereto contain the entire understanding between the PARTIES and supersede any prior written or oral understanding and agreement between them regarding the subject matter of this AGREEMENT. There are no representations, agreements, arrangements or understandings, oral or written, between the PARTIES relating to the subject matter of this AGREEMENT, which are not fully expressed herein.

16.4 The PARTIES to this AGREEMENT shall maintain all records associated with the PROJECT for the period of three (3) years from the date of the final invoice in accordance with 23 CFR 645. If funding is provided by State and FHWA, under Section 130, the books pertaining to the work shall be open to inspection and audit by representatives of the State and FHWA for three (3) years after FHWA

payment of final invoice. Furthermore, each PARTY shall make all records available for audit by SCRRA, or CITY, or Federal auditors, or all or any combination. All audits are to be performed in accordance with audit principles and standards as set forth in 48 CFR, Chapter 1, Part 31.

16.5 In addition to the specific provisions of this AGREEMENT, delay in performance by any PARTY hereunder shall not be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; weather; fires; casualties; accidents; emergencies; acts of God; acts of the public enemy; epidemics; pandemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; Federally-mandated inspections and maintenance; and/or any other causes beyond the control or without the fault of the PARTY claiming an extension of time for any such cause. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of commencement of the cause. If, however, notice by the PARTY claiming such extension is sent to the other PARTY more than thirty (30) calendar days after the commencement of the cause, the period shall commence to run only thirty (30) calendar days prior to the giving of such notice.

16.6 The execution and delivery of this AGREEMENT by each PARTY and the consummation of the transactions contemplated hereby are within the power of each PARTY and have been duly authorized by all necessary actions of each respective PARTY.

16.7 In the event any part of this AGREEMENT is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such part shall be deemed severed from the remainder of this AGREEMENT and the balance of this AGREEMENT shall remain in effect.

16.8 This AGREEMENT shall be construed and interpreted under the laws of the State of California.

16.9 The article and section headings in this AGREEMENT are for convenience only and shall not be used in its interpretation or considered part of this AGREEMENT.

16.10 Any notice sent by first class mail, postage paid, to the address and addressee, shall be deemed to have been given when in the ordinary course it would be delivered. The representatives of the

Citrus & Ceres Intersection Signalization Project  
Construction & Maintenance Agreement

PARTIES who are primarily responsible for the administration of this AGREEMENT, and to whom notices, demands and communications shall be given, are as follows:

CITY:  
Jeffery Kim  
Engineering Manager

City of Fontana  
8353 Sierra Avenue  
Fontana, CA 92335  
E-mail: [JKim@fontana.org](mailto:JKim@fontana.org)  
Telephone: (909) 350-6724

SCRRA:  
Andrew Althorp  
Assistant Director, Construction  
Public Project

SCRRA/Metrolink  
2558 Supply Street  
Pomona, CA 91767  
E-Mail: [althorpa@scrra.net](mailto:althorpa@scrra.net)  
Telephone: (909) 593-6973

Citrus & Ceres Intersection Signalization Project  
Construction & Maintenance Agreement

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be duly executed  
in by their duly qualified and authorized officials.

**SOUTHERN CALIFORNIA REGIONAL  
RAIL AUTHORITY**

**CITY OF FONTANA**

By: \_\_\_\_\_  
Darren M. Kettle  
Chief Executive Officer

By: \_\_\_\_\_  
Shannon Yauchzee  
Interim City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Don O. Del Rio  
General Counsel

By: \_\_\_\_\_  
Ruben Duran  
City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# **EXHIBIT A**

To Construction and Maintenance Agreement

Citrus – Ceres Intersection Signalization

Project

Cover Sheet for the

Standard Terms and Conditions

EXHIBIT A

To Construction and Maintenance Agreement

TERMS AND CONDITIONS

**SECTION 1 - CONDITIONS AND COVENANTS**

a) SCRRA makes no covenant or warranty of title for quiet possession or against encumbrances. The CITY shall not use or permit use of the CROSSING AREA for any purposes other than those described in this AGREEMENT. Without limiting the foregoing, the CITY shall not use or permit use of the CROSSING AREA for other railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on SBCTA's right-of-way by or under authority of the CITY for the purpose of conveying electric power or communications incidental to the CITY's use of the right-of-way for highway purposes shall be constructed in accordance with specifications and requirements of SCRRA, and in such manner as not adversely to affect communication or signal lines of SCRRA or its licensees now or hereafter located upon said right-of-way. No non-party shall be admitted by the CITY to use or occupy any part of SBCTA's right-of-way without SCRRA's written consent. Nothing herein shall obligate SCRRA to give such consent.

b) The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or not, and also to any renewals thereof. The CITY shall not damage, destroy or interfere with the right-of-way or rights of nonparties in, upon or relating to the SBCTA right-of-way, unless the CITY at its own expense settles with and obtains releases from such nonparties.

c) SCRRA and its member agencies reserve the right to use and to grant to others the right to use the CROSSING AREA for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the right-of-way; also the right to cross the CROSSING AREA with all kinds of equipment. SCRRA further reserves the right to attach signal, communication or power lines to any highway facilities located upon the SBCTA right-of-way, provided that such attachments shall comply with CITY's specifications and will not interfere with the use of the CROSSING AREA.

d) So far as it lawfully may do so, the CITY will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the



CROSSING AREAS, excepting taxes levied upon and against the right-of-way as a component part of SCRRA's operating right-of-way.

e) If any property or rights other than the right granted by this AGREEMENT and the attached easements or licenses are necessary for the construction, maintenance and use of the structure and its appurtenances, or for the performance of any work in connection with the PROJECT, the CITY will acquire all such other property and rights at its own expense and without expense to SCRRA.

## **SECTION 2 - CONSTRUCTION OF PROJECT**

a) All work contemplated in this AGREEMENT must be performed in a good and workmanlike manner and each portion must be promptly commenced by the PARTY obligated by this AGREEMENT to perform the work. All work must be diligently prosecuted to conclusion in its logical order and sequence. All changes or modifications proposed during construction which affect SCRRA or the interests of SCRRA will be subject to SCRRA's approval prior to the commencement of work on all such changes or modifications.

b) Except as may be otherwise specifically provided herein, the CITY, at its expense, shall furnish all necessary labor, material tools, equipment, and superintendence, and shall construct and complete the PROJECT. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right-of-way fences between the Structure and the SCRRA tracks. Upon completion of the PROJECT, the CITY shall remove from SBCTA's right-of-way all temporary structures and false work, and will leave the CROSSING AREA and adjacent right-of-way in a condition satisfactory to SCRRA.

c) The CITY, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the PROJECT, and will furnish SCRRA upon request with satisfactory evidence that such authority has been obtained. The CITY shall act as the lead agency on all planning, zoning, environmental approval and permitting activities required by State or Federal law and shall obtain and pay for all other permits and licenses required by law or regulation for the PROJECT.

d) All construction work of the CITY upon SBCTA's right-of-way (including, but not limited to, construction of the PROJECT) shall be performed and completed in a manner satisfactory to SCRRA in accordance with the PS&E for the CITY WORK, SCRRA's Minimum Requirements set forth in **Exhibit B-5**,

**B-6, D-1, E-1, E-2, E-3** and **other** guidelines or standards furnished by SCRRA.

e) CITY shall require its contractor(s) to reasonably adhere to the construction schedule adopted for all PROJECT work. Reasonable time must be allowed in the schedule for SCRRA to perform the RAILROAD WORK for which it is responsible. However, regardless of the requirements of the construction schedule, SCRRA reserves the right to reallocate the labor forces assigned to complete the RAILROAD WORK in the event of an emergency to provide for the immediate restoration of railroad operations or to protect persons or property on or near any SCRRA owned property. SCRRA will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The PARTIES mutually agree that any reallocation of labor forces by SCRRA pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this AGREEMENT by SCRRA.

f) All construction work of the CITY shall be performed diligently and completed within a reasonable time and in any event within three (3) years from the effective date of this AGREEMENT, or within such further period of time as may be specified in writing by SCRRA. No part of the PROJECT shall be suspended, discontinued or unduly delayed without SCRRA's written consent and subject to such reasonable conditions as SCRRA may specify. It is understood that SCRRA's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the CITY. The CITY hereby assumes the risk of any such delays and agrees that no claims for damage on account of any delay shall be made against SCRRA.

g) SCRRA will have the right to stop the CITY WORK on the PROJECT if any of the following events take place:

- i) CITY or any of its contractor(s) performs the PROJECT work in a manner contrary to the PS&E approved by SCRRA;
- ii) CITY or any of its contractor(s), in SCRRA's opinion, prosecutes the PROJECT work in a manner which is hazardous to SCRRA property, facilities or the safe and expeditious movement of railroad traffic;
- iii) the insurance required by the AGREEMENT is canceled during the course of the PROJECT or does not meet the minimum requirements specified herein; or
- iv) CITY fails to pay any non-disputed costs incurred by SCRRA as provided in the AGREEMENT.

h) The work stoppage may continue until all necessary actions are taken by CITY or its contractor(s) to rectify the conditions to the satisfaction of SCRRA or until additional insurance has been delivered to and accepted by SCRRA or the obligations are brought current.

### **SECTION 3 - INJURY AND DAMAGE TO PROPERTY**

If the CITY, in the performance of any work contemplated by this AGREEMENT or by the failure to do or perform anything for which the CITY is responsible under the provisions of this AGREEMENT, shall injure, damage or destroy any property of SCRRA or of any other person lawfully occupying or using the right-of-way of SBCTA, such property shall be replaced or repaired by the CITY at the CITY's own expense, or by SCRRA at the expense of the CITY, and to the satisfaction of SCRRA.

### **SECTION 4 - PAYMENT FOR WORK BY SCRRA**

Payment for work by SCRRA shall be in accordance with Article 11-Payment for SCRRA Work (RAILROAD WORK) as set forth in this AGREEMENT.

### **SECTION 5 - MAINTENANCE AND REPAIRS**

a) SCRRA Obligations - SCRRA will accept, own, and maintain, at its sole cost and expense, the following portions of the PROJECT:

- a. the railroad roadbed, ballast, track and appurtenances;
- b. the railroad signal and communication facilities and appurtenances;
- c. the railroad maintenance roads on the railroad side of railroad access gates;
- d. the railroad drainage structures;
- e. and other facilities to which SCRRA accepts title.

b) CITY Obligations. CITY will own and maintain, at its sole cost and expense, the following portions of the PROJECT:

- a. the roadway including the roadway approaches and curbs, gutters, sidewalks and appurtenances thereto;
- b. the traffic and queue-cutter signals and approach lighting;
- c. the roadway drainage structures, storm drain laterals, and collecting storm drains;

- d. the access roadways necessary to reach SBCTA's right-of-way; the roadway signage and striping;
- e. the ADA truncated domes and appurtenances for protection or benefit of pedestrians;
- f. and all other work constructed by the PROJECT excepting that for which SCRRA is responsible under this AGREEMENT or pursuant to law or regulation.

## **SECTION 6 - SAFETY MEASURES; PROTECTION OF SCRRA OPERATIONS**

It is understood and recognized that safety and continuity of SCRRA's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents and/or incidents may be prevented and avoided, it is agreed with respect to all of said work of the CITY that the work will be performed in a safe manner and in conformity with the following standards:

- a) **CITY and Contractor.** All references in this AGREEMENT to the CITY shall also include the contractor(s), its subcontractors of any tier, and their respective officers, agents and employees, and others acting under its or their authority; and all references in this AGREEMENT to work of the CITY shall include work both within and outside of SBCTA's right-of-way.
  
- b) **Compliance With Laws.** The CITY shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The CITY shall use only such methods as are consistent with safety, both as concerns the CITY, the CITY's agents and employees, the officers, agents, employees and property of SCRRA and the public in general. The CITY (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts, labor laws, laws governing trade, travel and use of material, and similar laws or regulations. All Federal Railroad Administration regulations shall be followed when work is performed on SCRRA's premises. If any failure by the CITY to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against SCRRA, the CITY shall reimburse and indemnify SCRRA for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The CITY further agrees in the event of any such action, upon notice thereof being provided by SCRRA, to defend such action free of cost, charge, or expense to SCRRA.
  
- c) **No Interference or Delays.** The CITY shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of SCRRA's tracks or facilities,

or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using SBCTA's right-of-way or SCRRA's facilities.

d) **Supervision.** The CITY, at its own expense, shall adequately supervise and inspect all work to be performed by the CITY, and shall not inflict injury to persons or damage to property for the safety of whom or of which SCRRA may be responsible, or to property of SCRRA. The responsibility of the CITY for safe conduct and adequate policing and supervision of the PROJECT shall not be lessened or otherwise affected by SCRRA's approval of plans and specifications, or by SCRRA's collaboration in performance of any work, or by the presence at the work site of SCRRA's representatives, or by compliance by the CITY with any requests or recommendations made by such representatives. If a representative of SCRRA is assigned to the PROJECT, the CITY will give due consideration to suggestions and recommendations made by such representative for the safety and protection of SBCTA's property right-of-way and SCRRA's operations.

e) **Suspension of Work.** If at any time the CITY's engineers or SCRRA shall be of the opinion that any work of the CITY is being or is about to be done or prosecuted without due regard and precaution for safety and security, the CITY shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

f) **Removal of Debris.** The CITY shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any right-of-way of SBCTA or facilities of SCRRA; and any such material and debris shall be promptly removed from SBCTA's right-of-way by the CITY at the CITY's own expense or by SCRRA at the expense of the CITY. The CITY shall not cause, suffer or permit any water to be drained or pumped onto SBCTA's right-of-way during any dewatering from the CROSSING AREA without the prior permission of SCRRA.

g) **Explosives.** The CITY shall not discharge any explosives on or in the vicinity of SBCTA's right-of-way without the prior consent of SCRRA, which will not be given if, in the sole discretion of SCRRA, such discharge would be dangerous or would interfere with SBCTA's right-of-way or SCRRA's property or facilities. For the purposes hereof, the "vicinity of SBCTA's right-of-way" shall be deemed to be any place on SBCTA's right-of-way or in such close proximity to SBCTA's right-of-way that the discharge of explosives could cause injury to SCRRA's employees or other persons, or cause damage to or interference with the facilities or operations on SBCTA's right-of-way. SCRRA reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives

as SCRRA, in SCRRA's sole discretion, may deem to be necessary, desirable or appropriate.

**h) Excavation.** The CITY shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of SCRRA. The CITY shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect SCRRA's tracks or facilities. The CITY, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the CITY in connection with construction, maintenance or other work. Systems for the support of any excavation must conform to the requirements of SCRRA Excavation Support Criteria. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by SCRRA to withstand all stresses likely to be encountered, including any stresses resulting from railroad surcharges or vibrations caused by SCRRA's operations in the vicinity.

**i) Falsework.** No falsework may be erected over the track or on SBCTA's right-of-way except as approved by SCRRA. All falsework must conform to the requirements of the Caltrans Falsework Manual for traffic openings and any additional provisions provided by SCRRA:

**j) Drainage.** The CITY, at the CITY's own expense, shall provide and maintain suitable facilities for draining the CITY WORK, and shall not suffer or permit drainage water there from to flow or collect upon right-of-way of SBCTA. The CITY, at the CITY's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from SCRRA's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the CITY, be impeded, obstructed, diverted or caused to back up, overflow or damage the right-of-way of SBCTA or property of SCRRA or any part thereof, or the property of others. The CITY shall not obstruct or interfere with existing ditches or drainage facilities.

**k) Fiber Optic Cables.** Fiber optic and other cable systems may be buried on SBCTA's right-of-way. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. The CITY and its consultants and contractors shall telephone the Underground Service Alert of Southern California toll-free at (800) 227-2600 a minimum of five (5) calendar days before performing any excavation.

**l) SCRRA Signal and Communication Facilities.** SCRRA is not a member of Underground Service Alert of Southern California. The CITY, and its consultants and contractors, shall call SCRRA

Signal Department at (909) 592-1346 to request marking of signal and communication cables or conduits or both a minimum of 72-hours prior to performing any excavation on SBCTA's right-of-way. No work may proceed until you have been provided with an SCRRA dig number in addition to that provided by Underground Service Alert. In case of signal emergencies or grade crossing problems, the contractor shall call SCRRA's 24-hour signal emergency number at (888) 446-9721.

#### **SECTION 7 - INTERIM WARNING DEVICES**

If at any time it is determined by the CPUC or FRA, by the CITY, or by agreement between the PARTIES, that new or improved train activated warning devices should be installed at the CROSSING AREA, the CITY shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the warning devices has been completed.

#### **SECTION 8 - OTHER RAILROADS AND AGENCIES**

All protective and indemnifying provisions of this AGREEMENT shall inure to the benefit of SCRRA and any other Operating Railroad company lawfully using SBCTA's right-of-way or SCRRA's facilities. On any certificate of insurance furnished pursuant to this AGREEMENT, SCRRA must be named as the Certificate holder or the insured. The following must be named as an additional insured:

- Los Angeles County Metropolitan Transportation Authority (MTA)
- Orange County Transportation Authority (OCTA)
- Riverside County Transportation Commission (RCTC)
- San Bernardino County Transportation Authority (SBCTA)
- Ventura County Transportation Commission (VCTC)
- Union Pacific Railroad Company (UPRR)
- Burlington Northern Santa Fe Corp. (BNSF)
- National Railroad Passenger Corporation (Amtrak)

#### **SECTION 9 - REMEDIES FOR BREACH OR NONUSE**

a) If the CITY shall fail, refuse or neglect to perform and abide by the terms of this AGREEMENT, SCRRA, in addition to any other rights and remedies, may perform any work which in the judgment of SCRRA is necessary to place the CROSSING AREA and appurtenances in such condition as will not

menace, endanger or interfere with SCRRA's facilities or operations or jeopardize SCRRA's employees; and the CITY will reimburse SCRRA for the expenses thereof.

b) The CITY will surrender peaceable possession of the CROSSING AREA upon termination of this AGREEMENT. Termination of this AGREEMENT shall not affect any rights, obligations or liabilities of the PARTIES, accrued or otherwise, which may have arisen prior to termination.

END EXHIBIT A



# **EXHIBIT B-1**

To Construction and Maintenance Agreement

for

Citrus – Ceres Intersection Signalization

Project

Cover sheet for the

Detailed Description of Project

**EXHIBIT B-1  
 DETAILED PROJECT DESCRIPTION  
 CITRUS – CERES INTERSECTION SIGNALIZATION PROJECT  
 PROJECT NO. 860994**

The purpose of the PROJECT is to signalize the intersection of Citrus Ave and Ceres Ave and provide a queue-cutter signal at the highway-rail at-grade crossing at Citrus Ave, located along SCRRA’s San Gabriel Subdivision at Milepost 48.17 in the City of Fontana, San Bernardino County, California. The public will benefit from the proposed project through improvements to both public safety and convenience.

<b>Associated Crossings</b>	<b>CPUC #</b>	<b>DOT #</b>
Citrus Avenue Highway-Rail Crossing	101SG-48.17	026147A

The PROJECT proposes to construct pedestrian safety improvements on the crossing, which includes the following improvements as approved in the California Public Utilities Commission (CPUC) GO-88B Authorization letter:

- Install a traffic signal at the intersection of Citrus Avenue and Ceres Avenue.
- Install queue-cutter signals at the crossing for southbound and northbound traffic, with queue detection loops in each direction.
- Interconnect the proposed queue-cutter signals with the railroad warning devices, including advance preemption.
- Install detectable warning strips on all sidewalk crossing approaches.
- Install California Manual on Uniform Traffic Control Devices (CA MUTCD) compliant signage and pavement markings, including R8-8 “DO NOT STOP ON TRACKS” signs, R10-6 “STOP HERE ON RED” signs, W10-1 advance warning signs, “RXR” and railroad limit pavement markings.

All railroad signal, communication, and track systems will be Positive Train Control compliant.

# **EXHIBIT B-2**

To Construction and Maintenance Agreement

for

Citrus – Ceres Intersection Signalization

Project

Cover Sheet for the

Railroad Location Print

## Exhibit B-2 Railroad Location Print

Figure 1: Location Map

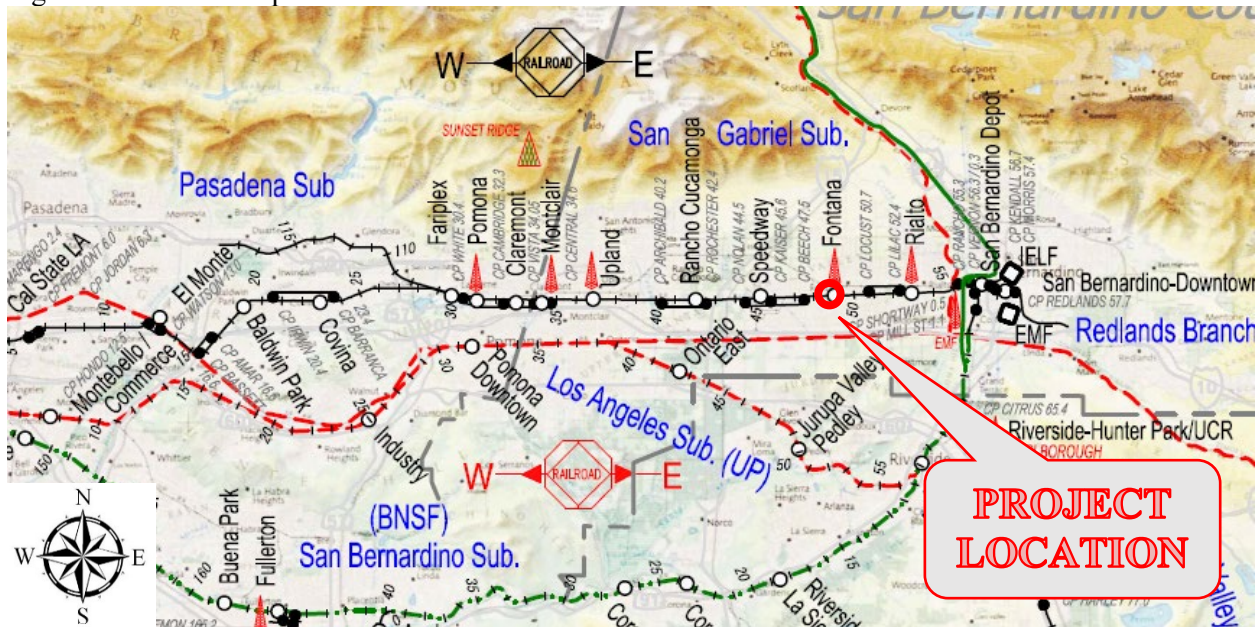


Figure 2: Vicinity Map



# **EXHIBIT B-3**

To Construction and Maintenance Agreement

for

Citrus – Ceres Intersection Signalization

Project

Cover Sheet for the

PROJECT Plans

# **EXHIBIT B-4**

To Construction and Maintenance Agreement

for

Citrus – Ceres Intersection Signalization

Project

Cover Sheet for the

PROJECT Specifications

**Exhibit B-4**  
**PROJECT Specifications**

The CITY is currently completing the scope of the PROJECT and once finalized it will be incorporated into this AGREEMENT.

# **EXHIBIT B-5**

To Construction and Maintenance Agreement

for

Citrus – Ceres Intersection Signalization

Project

Cover Sheet for the

SCRRA Form of Approval for CITY WORK

PS&E



**Exhibit B-5**  
**SCRRA Form of Approval for CITY WORK PS&E**

The CITY is currently completing the PS&E for the CITY WORK and once finalized and approved by SCRRA, the approved PS&E for the CITY WORK shall be incorporated into this AGREEMENT.

# **EXHIBIT B-6**

To Construction and Maintenance Agreement

for

Citrus – Ceres Intersection Signalization

Project

Cover Sheet for the

List of CITY Design and Contractor  
Submittals Requiring SCRRA Review

**Exhibit B-6**  
**List of CITY Design Submittals Requiring SCRRRA Review**

	<b>DESCRIPTION</b>	
	CROSSING LAYOUT	
	SIGNING AND STRIPING PLANS	
	TRAFFIC SIGNAL PLANS	

**Exhibit B-6**  
**List of Contractor Submittals Requiring SCRRRA Review**

ALL SUBMITTALS SHALL BE IN ACCORDANCE WITH SPECIFICATION  
as incorporated in SCRRRA Form 37  
(COORDINATION WITH RAILROAD OPERATIONS)

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>ARTICLE</b>
SECTION 1	CONSTRUCTION SCHEDULE	1.4
SECTION 1	WEEKLY LOOK-AHEAD SCHEDULE	1.4
SECTION 1	DOCUMENT CONTROL PLAN	1.4
SECTION 1	TESTING AND INSPECTION PLAN	1.4
SECTION 1	SITE SPECIFIC WORK PLANS	1.4
SECTION 4	REQUESTING WORK WINDOWS	4.4
SECTION 5	DEMOLITION AND REMOVAL PLANS	5.1
SECTION 5	EXCAVATION AND BACKFILL PLANS	5.2
SECTION 5	TRACK MONITORING PLAN	5.3
SECTION 5	DRILLING AND PILE DRIVING PLANS	5.4
SECTION 5	BORING AND JACKING PLANS	5.5
SECTION 5	BORING AND JACKING TRACK MONITORING PLAN	5.6
SECTION 5	TEMPORARY STRUCTURES PLANS	5.7
SECTION 5	CLEARANCES	5.8
SECTION 5	TEMPORARY TRAFFIC CONTROL PLANS	5.9

# **EXHIBIT C-1**

To Construction and Maintenance Agreement

for

Citrus – Ceres Intersection Signalization

Project

Cover Sheet for the

Easements of CROSSING AREAS

**Exhibit C-1**  
**Easements of CROSSING AREAS**

The CITY is currently completing the easements of the CROSSING AREAS in cooperation with SBCTA and once finalized in writing by both PARTIES, it will be incorporated into this AGREEMENT.

# **EXHIBIT D-1**

To Construction and Maintenance Agreement

for

Citrus – Ceres Intersection Signalization

Project

Cover Sheet for the

CITY Scope of Work and Estimate

**EXHIBIT D-1**  
**CITY SCOPE OF WORK**

CITY WORK by CITY is generally defined as the following activities:

- Install new traffic signals at intersection of Citrus Avenue and Ceres Avenue.
- Install intersection lighting.
- Minor road improvements.
- Modify all signing and striping to accommodate roadway improvements.
- Install queue-cutter signals at railroad crossing.
- Install new ADA truncated domes.
- Install signs as needed.
- Install interconnect cables up to RR signal house.
- Incorporate new railroad preemption time.



# **EXHIBIT D-2**

To Construction and Maintenance Agreement  
for  
Citrus – Ceres Intersection Signalization Project  
Cover Sheet for the  
SCRRA Scope of Work and Estimate

**EXHIBIT D-2**  
**RAILROAD WORK AND COST ESTIMATE**  
**Citrus – Ceres Intersection Signalization**

RAILROAD WORK by SCRRA is generally defined as the following activities:

In support of the traffic signal and queue-cutter equipment installation by the CITY, SCRRA will provide advanced preemption timing through track circuitry and signal house improvements. SCRRA will provide interconnection between the railroad and traffic systems.

**RAILROAD WORK COST ESTIMATE**

The estimated cost for the RAILROAD WORK is provided below.

Category Description	Estimated Cost
<b>Construction</b>	
Design Support during construction – Signal	\$15,000
Material Procurement – Signal	\$34,000
Maintenance Support – Signal	\$5,000
Construction – Signal	\$86,000
Other (Permits, Fees, etc.)	\$3,000
Flagging & RWP Training	\$25,000
PTC Updates	\$12,000
Construction Management	\$25,000
<b>Management &amp; Support</b>	
Agency	\$20,000
Contingency	\$25,000
<b>TOTAL ESTIMATE</b>	<b>\$250,000</b>

# **EXHIBIT E-1**

To Construction and Maintenance Agreement

for

Citrus – Ceres Intersection Signalization Project

Cover Sheet for the

SCRRA Highway-Rail Grade Crossings Manual,

Standards, and Criteria

## **Exhibit E-1**

Please refer to the current SCRRA Grade Crossing Manual, Standards, and Excavation Support Criteria found in the Design Criteria Manual, Chapter 15 posted on Metrolink's website using the following links:

SCRRA Grade Crossing Manual

[https://metrolinktrains.com/globalassets/about/engineering/scrra\\_grade\\_crossing\\_manual.pdf](https://metrolinktrains.com/globalassets/about/engineering/scrra_grade_crossing_manual.pdf)

SCRRA Grade Crossing Standards

<https://metrolinktrains.com/globalassets/about/engineering/4000-grade-xing.pdf>

SCRRA Excavation Support Guidelines found in the Design Criteria Manual, Chapter 15

[https://metrolinktrains.com/globalassets/about/engineering/scrra\\_design\\_criteria\\_manual.pdf](https://metrolinktrains.com/globalassets/about/engineering/scrra_design_criteria_manual.pdf)

# **EXHIBIT E-2**

To Construction and Maintenance Agreement  
for  
Citrus – Ceres Intersection Signalization Project  
Cover Sheet for the  
Requirements of the Contractor(s)

**EXHIBIT E-2  
REQUIREMENTS FOR CONTRACTORS**

**COORDINATION WITH RAILROAD OPERATIONS**

**1.0 GENERAL REQUIREMENTS**

**1.1 DESCRIPTION**

This Project includes construction work within the operating right-of-way of the Southern California Regional Rail Authority (SCRRA). This Exhibit E-2 describes coordination with the SCRRA when work by the Contractor will be performed upon, over, under, or adjacent to the SCRRA right-of-way or may impact current or future SCRRA operations. The Contractor must coordinate with the SCRRA while performing the work described in the PS&E for the CITY WORK, and shall afford the same cooperation with the SCRRA as it does with the City. All submittals and work shall be completed in compliance with these Requirements, SCRRA guidelines and other requirements. Reference is made to the Construction and Maintenance Agreement between SCRRA and City (Construction and Maintenance Agreement) of which these Requirements are a part.

**1.2 REQUIREMENTS OF THE CONTRACTOR**

All railroad tracks within and adjacent to the Project site are to be assumed as active and rail traffic over these facilities must be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. SCRRA and other railroad traffic and operations can occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with SCRRA Operations.

The Contractor, and its sub-contractors of any tier (collectively referred to as the Contractor), must cooperate with SCRRA during construction of the Project when any of the following conditions are present:

- A. Where work is performed on the right-of-way of the SBCTA;
- B. When the work is over or under or adjacent to the tracks of the SCRRA;
- C. When excavations are performed within 30-feet of the centerline of the nearest track; or
- D. When the work has the potential to foul (obstruct) any tracks or reduce any clearance below the allowable minimum.

The Contractor shall inform itself of the expected train movements prior to implementing its plans for any portion of the work.

The Contractor may not move, relocate, remove, obstruct, or otherwise interfere with any railroad tracks, signals, signs, flags, or other facilities, or any service or connection to any railroad facility.

All work on SCRRA tracks, signals, communication equipment, and other facilities must be performed by SCRRA.

The Contractor's right to enter the SBCTA right-of-way is subject to the absolute right of SCRRA to cause the Contractor's work on the SBCTA right-of-way to cease if, in the sole opinion of SCRRA, the Contractor's activities create a hazard to the SBCTA right-of-way, or SCRRA employees, or SCRRA operations, or any combination thereof.

The Contractor shall execute and deliver duplicate copies of the SCRRA Form 6 – Temporary Right of Entry Agreement, in the form included with the Construction and Maintenance Agreement, Exhibit E-3. The Contractor shall comply with all requirements stipulated in the Right of Entry Agreement, and shall maintain all insurance in full force during the time that its work is performed on or adjacent to the SBCTA right-of-way. The Contractor shall furnish Railroad Protective Insurance in the amounts listed in SCRRA Form 6 – Temporary Right of Entry Agreement is a requirement of working on or adjacent to the SBCTA right-of-way

The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains. Work activities shall be confined to the times specified by SCRRA, unless otherwise permitted by SCRRA. Work windows that provide the Contractor exclusive track occupancy on all tracks will not be granted unless identified by SCRRA, and then only upon an advance notice of 75 calendar days prior to the date on which the work window is desired.

The details of construction affecting the SBCTA right-of-way and tracks not included in the PS&E for the CITY WORK must be submitted to the SCRRA for approval before work is undertaken and this work must not be undertaken until approved by the SCRRA.

A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided by the Contractor to the City for submittal to the SCRRA for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

The Contractor must notify the SCRRA Project Representative, not less than 30 calendar days before commencing any work on SBCTA right-of-way. Contractor's notification to SCRRA shall be in writing and must refer to the file no. referenced in the respective C&M Agreement. The Contractor shall perform no work on the SBCTA right-of-way until all its employees, including sub-contractors of any tier, have attended and passed the Safety Orientation Class described in SCRRA Form 6 – Temporary Right-of-Entry Agreement.

The SCRRA Project Representative for this project is:

Maria Leible  
SR. Railroad Civil Engineer  
Southern California Regional Rail Authority  
2558 Supply Street, Pomona, California 91767  
Phone: (213) 808-7144

All notices and submittals to the SCRRA Project Representative are to be made through the City's Resident Engineer or other designated representative of the City.

The Contractor, at its sole expense, shall adequately supervise all work to be performed by the Contractor. The responsibility of the Contractor shall not be lessened or otherwise affected by SCRRA's approval of the plans and specifications for the Project, or by the presence at the work site of a SCRRA or City Representative.

### **1.3 Submittals**

Construction submittals requiring SCRRA approval, and Requests for Information (RFI) requiring a reply from SCRRA, must be forwarded to the City who in turn will forward to the SCRRA Project Representative. SCRRA shall be allowed 45 calendar days for review of all submittals. Upon written approval of the CITY, the contractor or contractors may make the submittals directly to SCRRA Project Representative and the City simultaneously.

The details of the construction affecting the operations, facilities, or right-of-way, or the operations or facilities of other entities using the right-of-way, not already included in the Project plans and specifications, shall be submitted by the Contractor for review by SCRRA. Written approval must be obtained from SCRRA before such construction is undertaken.

The SCRRA's review and approval of the City's or the Contractor's plans in no way relieves the City and Contractor from their responsibilities, obligations or liabilities under the Contract between the City and the Contractor for the Project, or in the separate SCRRA Form 6 – Temporary Right of Entry Agreement. SCRRA's approval will be given with the understanding that the SCRRA makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of City's and/or Contractor's plans and that any reliance by the City or the Contractor with respect to such plans is at the risk of the City and the Contractor.

## **2.0 CONTRACTOR SAFETY REQUIREMENTS**

### **2.1 CONTRACTOR GENERAL SAFETY REQUIREMENTS**

Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by the Contractor within or adjacent to the right-of-way of SBCTA must be in compliance with this specification



and the requirements of SCRRA Form 6 – Temporary Right of Entry Agreement.

All personnel working on, over, or under the SBCTA right-of-way must be equipped with personal protective equipment (PPE) meeting applicable OSHA and ANSI specifications. Personal protective equipment must be appropriate for the task performed. Employees, agents or invitees of Contractor shall possess the following minimum equipment while on the right-of-way:

- A. Safety glasses with side shields conforming to ANSI Z87.1 – Occupational and Educational Personal Eye and Face Protection Devices
- B. Protective Helmets (Hard Hats) conforming to ANSI Z89.1 – Requirements for Protective Headwear for Industrial Workers, Type I or II, Class G or E;
- C. Safety shoes with hardened toes conforming to ASTM F 2413. Shoes must lace above the ankle and have a defined heel.
- D. High visibility ORANGE (and only orange) retro-reflective work wear. (Green and Red shirts, vests, or other outerwear are not permitted within the SCRRA right-of-way because of the use of the same colors for signals to trains).
- E. Evidence of SCRRA railroad safety training (decal or card).

Hearing protection, face and eye shields, fall protection, gloves, and respirators must be worn as required by State and Federal regulations.

The Contractor must not pile or store any materials, machinery or equipment within the SBCTA Right-of-Way, or closer than 25'-0" to the center line of the nearest track, or in a manner that blocks access to SCRRA facilities and equipment. Dirt, aggregates, or other similar loose materials must be covered to prevent migration of the material toward the track. Dust or blowing soil or debris must be controlled in accordance with South Coast Air Quality Management District Rule No. 402 and Rule No. 403.

Materials, machinery or equipment must not be stored or left within 250 feet of any highway railroad at-grade crossings, where storage of the same will interfere with the sight distances of motorists approaching the crossing. Prior to beginning work, the Contractor must establish a storage area with concurrence of the SCRRA Project Representative.

Machines or vehicles must not be left unattended with the engine running. Parked machines and equipment must be turned off and must be in gear with brakes set. If equipped with blade, pan or bucket, the blade, pan or bucket is to be lowered to the ground. All machinery and equipment left unattended on SBCTA right-of-way must be left inoperable and secured against movement.

The Contractor must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.

All wires and cables must be considered active, dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

All damage to SCRRA Property, or any hazard noticed on passing trains must be reported immediately to the railroad flagger, if a flagger is present, or in the absence of a railroad flagger, to SCRRA's Metrolink Operations Center (MOC) at (888) 446-9721. Any vehicle or machine which comes in contact (regardless of the strength of the impact) with track, signal equipment, or a structure (e.g. bridge) may result in a train derailment and must be reported immediately to the SCRRA Project Representative and to the SCRRA Flagger, if a flagger is present, or in the absence of a railroad flagger, to SCRRA's MOC. Phone numbers for utility and SCRRA emergency response are to be obtained from the SCRRA Project Representative prior to the start of any work and must be posted at the job site.

Special permission must be obtained from the SCRRA before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

Any employees, agents or invitees of Contractor or its sub-contractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the SBCTA right-of-way and subsequently released to the custody of a representative of the Contractor's management. Future access to the SBCTA right-of-way by that employee will be denied.

All persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on SBCTA right-of-way.

## **2.2 SAFETY TRAINING AND COMMUNICATION**

Before beginning any task on the right-of-way of SBCTA, a thorough job safety briefing must be conducted with all personnel involved with the task. The briefing must include the procedures the Contractor will use to prevent its employees, sub-contractors, agents or invitees from moving any equipment adjacent to or across any SCRRA tracks without the appropriate protection to railroad operations. Additional job safety briefings must be conducted anytime that the job tasks or conditions affecting the job tasks, change or are revised.

When Contractor employees are required to work on the SBCTA right-of-way after normal working hours or on weekends, the SCRRA Project Representative must be notified. A

minimum of two employees must be present at all times.

### **2.3 SCRRA Railway Protective Services**

The Contractor must request and arrange for a flagger, inspector and/or other protective services from SCRRA authorized representative for the following conditions:

- A. When the Contractor's work activities are within the right of way of SBCTA.
- B. When the Contractor's work activities are located over or under a track or tracks.
- C. When cranes, pile drivers, drill rigs, concrete pumps, or similar equipment positioned outside of the right-of-way could foul the track in the event of tip over or other catastrophic occurrence,
- D. When in the opinion of the SCRRA it is necessary to safeguard the employees, trains, engines and facilities of SCRRA.
- E. When any excavation is performed below the elevation of the track sub-grade, or track or other railroad facilities may be subject to movement or settlement.
- F. When work in any way interferes with the safe operation of trains at timetable speeds.
- G. When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- H. When clearing, grubbing, grading, or blasting is in proximity to the Property which, in the opinion of SCRRA or representative of an SCRRA member agency, may endanger the Property or operations.
- I. When street construction and maintenance activities, located within the right-of-way or in the vicinity of the highway-rail grade crossing, requiring temporary work area traffic control, which may affect or create unsafe conditions for employees, public, trains and vehicles.

Flagging services will be performed by SCRRA using Federal Railroad Administration qualified Railway flaggers furnished through SCRRA. Personnel of the Contractor may not perform flagging or other protective services for railroad operations.

Flagging services are generally provided by one employee who can protect up to 10 people. However, additional personnel may be required to protect the facilities and operations of SCRRA, if deemed necessary by the SCRRA Project Representative or other authorized SCRRA employee. Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day. Additional overtime will be charged for the setting and removal of advance flags for work performed under Track Bulletins and Exclusive Track Occupancy rules.

The estimated cost for one (1) flagger is \$1,750 for a ten (10) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, railroad and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals,

lodging and supervision. However, the flagging rate in effect at the time of performance of the work by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph. The City will reimburse SCRRA under a separate agreement for all cost and expense incurred by SCRRA in connection with the safety and protective services.

The Contractor shall call the phone number provided with the executed copy of SCRRA Form 6 – Temporary Right-of Entry Agreement, a minimum of 25 calendar days in advance of the date that flagging services will be required. Flagmen will not be scheduled until the Contractor has executed the SCRRA Form 6 – Temporary Right of Entry Agreement.

## **2.4 Track Occupancy and Work Windows**

The Contractor's operations are subordinate to the operation of trains on the SBCTA right-of-way, whether passenger or freight. All work upon the SBCTA right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the SCRRA Operations. SCRRA will strive to cooperate with the Contractor such that the work may be handled and performed in an efficient manner, however, The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event its work is delayed by rail operations.

Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the SCRRA Project Representative for approval, but such approval shall not relieve the Contractor from any liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the SCRRA is available at the job site.

There is one main track that crosses the Citrus Ave crossing. Trains of SCRRA and the BNSF Railway operate over the tracks traversing the Project site.

The average train traffic on this route is 14 freight trains per 24-hour period at a timetable speed of 55 MPH and 30 passenger trains at a timetable speed of 79 MPH. Passenger train traffic is approximately limited to the hours of 4:00 AM and 12:00 Midnight. Freight trains are operated 24 hours a day, seven days a week. In addition to scheduled freight service, extra freight trains may be operated as traffic warrants.

Track occupancy and work windows for this Project must be coordinated with SCRRA. SCRRA will provide the following Conditional Work Windows as defined below:

Conditional Work Window using Track Bulletin Form B (Form B): A period of time in which SCRRA operations have priority over construction activities. When construction activities may occur on the right-of-way of SBCTA or the activities have the potential to foul the track as defined above, a SCRRA flagger will be required. At the direction of the flagger, upon approach

of a train, and when trains are present on the tracks, the tracks must be cleared and work stopped. To clear tracks, no construction equipment, materials or personnel may remain within 25 feet of the centerline of the nearest track or as directed by the SCRRA flagger. Conditional Work Windows are available for the Project subject to SCRRA's local operating unit review and approval, however, construction activities utilizing cranes, pile drivers, drill rigs, concrete boom pumps or other swinging or boom operated equipment over the track or within 25-ft of the SBCTA right-of-way may not be performed under Form B except on approval of SCRRA. Work under Track Bulletin Form B will not be available between 4:00 AM and 7:00 PM Monday through Friday.

Conditional Work Window Using Time Controlled Access (Track and Time): A period of time in which SCRRA operations have priority over construction activities, but limited periods free of train traffic may be provided subject to approval of the SCRRA dispatcher. A SCRRA flagger will be required. Track and Time will typically be issued in 30-minute increments during non-peak periods between 4:00 AM and 10:00 PM. Track and Time will not be available during peak commuting periods, or when the scheduled time between passenger trains is 45 minutes or less. At the expiration of the allowed time, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet from the centerline of the nearest track or as directed by the SCRRA flagger). Track and Time Conditional Work Windows on one main track are available for the Project subject to the approval of the SCRRA dispatcher between the hours of 7:00 PM and 4:00 AM Daily, and on two main tracks between the hours of Midnight and 4:00 AM.

Track Out of Service Single or Multiple Track: A period of time in which train operations are restricted to specific tracks. One or more SCRRA flagmen are required. One main track may be removed from service between the hours of 7:00 PM and 4:00 AM except in cases of unusual occurrences. Two main tracks may be removed from service between the hours of 12:00 Midnight and 4:00 AM except in cases of unusual occurrences. Exclusive Track Occupancy on Main Track 1 and Main Track 2 at other times is not available.

The Contractor shall make requests in writing to the SCRRA Project Representative and the City for Conditional Work Windows, at least 25 calendar days in advance of the desired Conditional Work Windows. The written request must include:

- A. Description of work to be performed
- B. Description of tasks, equipment utilized, and sequence of work
- C. Drawing illustrating the work, lay-down, parking and staging areas
- D. Drawings illustrating Temporary Traffic Control in vicinity of tracks
- E. A schedule of the days and hours that work will be performed
- F. The exact location of the work and proximity to the tracks
- G. The type of window and amount of time requested
- H. The designated contact person for the Contractor

The Contractor shall provide a written confirmation notice to the SCRRA Project Representative

not less than 25 calendar days prior to commencing work in connection with the approved work windows when work will be performed within the SBCTA right-of-way. All work shall be performed in accordance with previously approved work plans.

Should a condition arise from, or in connection with, the Project work which requires immediate and unusual actions to be made to protect operations and property of the SCRRA, the Contractor shall undertake such actions. If, in the judgment of the SCRRA or the City, such actions are insufficient, the SCRRA may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's expense and without cost to the SCRRA. The SCRRA or City have the right to order the Contractor to temporarily cease operations in the event of an emergency or if, in the opinion of the SCRRA or City, the Contractor's operations may inhibit the SCRRA Operations. In the event such an order is given, the Contractor shall immediately notify the City of the order.

### **3.0 PROTECTION OF SIGNALS, COMMUNICATION LINES, AND UTILITIES**

#### **3.1 SIGNALS, COMMUNICATION FACILITIES, AND UTILITIES**

Signal, communication, fiber-optic, petroleum, natural gas, electric power and other utilities are present in the SBCTA right-of-way. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits, danger to train operations, and release of potentially flammable compounds. The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of all applicable laws and regulations, and the SCRRA "Excavation Support Criteria."

Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area by calling the Southern California Underground Service Alert. SCRRA is not a member of Underground Service Alert (DigAlert) and SCRRA signal and communication lines must be located separately. The Contractor must contact the SCRRA Signal Department separately. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.

In addition to calling the Southern California Underground Service Alert (Dig Alert), the Contractor shall call the SCRRA's "Call Before Your Dig" number at least 72 hours prior to commencing work at (909) 592-1346 during normal business hours. In case of emergencies involving SCRRA signal or communication facilities, the Contractor shall call (888) 446-9721. The signal and communication emergency phone line is staffed 24 hours a day, 7 days a week. to determine location of fiber optics. If a telecommunications system is buried anywhere on or near SCRRA property, the Contractor will co-ordinate with the SCRRA and the Telecommunication

Company to arrange for relocation or other protection of the system prior to beginning any work on or near SCRRA property.

It shall be the responsibility of the Contractor, through the City, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. SCRRA has no obligation to supply additional SCRRA property for non-railroad facilities affected by this Project, nor does the SCRRA have any obligation to permit non railroad facilities to be abandoned in place or relocated on SBCTA's property. Any facility or utility that crosses the SBCTA right of way must be covered under an agreement or license with SBCTA including, without limitation, any relocation of an existing facility or utility.

SCRRA will, if required, rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by SCRRA forces in connection with its operation. This work by the SCRRA will be done by its own forces or by Contractors under a continuing contract and is not a part of the work under the Contract for the construction of the Project. The Contractor must allow sufficient time in its schedule to permit SCRRA to issue the necessary task orders to its contractors order material, and perform any necessary work.

## **4.0 CONSTRUCTION**

### **4.1 Excavation**

The Contractor shall not make any excavations on the SBCTA right-of-way, nor within the zone of railroad load influence as shown in the SCRRA Excavation Support Criteria, until the Contractor's support of excavation plans and calculations are approved in writing by SCRRA.

The Contractor must cease all work and notify the SCRRA immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these requirements.

All excavations must be conducted in compliance with applicable law and regulations and, regardless of depth, must be shored when within the zone of railroad load influence, or when necessary to protect structures, facilities, or personnel. Excavations located on the SBCTA right-of-way shall conform to the SCRRA Excavation Support Criteria. Designs for all temporary structures supporting tracks or excavations adjacent to the tracks shall include railway surcharge loading imposed by a Cooper E-80 live load.

Any excavations, holes or trenches on the SBCTA right-of-way must be covered, guarded and protected when work is not actively prosecuted. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that SCRRA employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as quickly as practicable.

#### **4.2 Protection of Track**

The Contractor must take protective measures necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from its operations or weather. No portion of any equipment may be set or operated on the tracks at any time. The Contractor will be required to use powered lifting devices such as cranes or winches to place or to remove any forms or falsework over SCRRA's tracks.

The Contractor shall not drop material onto the tracks at any time except upon prior written approval of SCRRA, and only upon the concurrent approval by SCRRA of the Contractor's method of protecting the track from impacts and debris. No blasting shall be performed on or adjacent to the right-of-way without the written approval of SCRRA. Driven piles shall be limited to locations shown on the Contract Drawings or, if needed for temporary support of excavation, to the locations approved by SCRRA. The track shall be monitored by differential leveling for vertical displacement during any pile driving or other operations capable of displacing the ground.

The Contractor, at its expense, shall maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any SCRRA property, tracks and facilities of SCRRA and its tenants and other having the right to use the SBCTA right-of-way. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the SCRRA prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

Tracks, ballast, and other SCRRA facilities must be covered and protected during any demolition or removal operations over or in the vicinity of the tracks. The Contractor shall submit its plans for protection of the tracks to the SCRRA Project Representative for approval, and receive approval, prior to beginning any demolition or removal operations.

At other than public road crossings, the Contractor shall not move any equipment or materials across SCRRA's tracks until permission has been obtained from the SCRRA, and the Contractor has obtained a "Temporary Private Crossing Agreement" from the SCRRA. The temporary crossing shall be constructed in accordance with SCRRA standards and gated and locked at all times when not required for use by the Contractor. Temporary crossings for the use of the Contractor will be at the expense of the Contractor.



Notwithstanding any approval by SCRRA, the Contractor shall be responsible for the protection of the track, signals, communications, SCRRA operations, and the public. Damage to railway facilities resulting from Contractor's operations will be repaired or replaced by SCRRA and the cost of such repairs or replacement shall be paid to SCRRA by the Contractor. The Contractor shall maintain appropriate barriers or fencing to prevent the use of the SBCTA right-of-way by the public at all times during construction. The Contractor shall maintain all barriers, fencing, and temporary construction works in good repair and free of graffiti at all times. The Contractor shall provide additional fencing or barriers as needed to deter the public from entering the right-of-way within the limits of the construction.

### **4.3 Clearances**

The Contractor must not pile or store any materials, machinery or equipment closer than 25'-0" to the center line of the nearest SCRRA track. Materials, machinery or equipment must not be stored or left within 250 feet of any highway railroad at-grade crossings, where storage of the same will interfere with the sight distances of motorists approaching the crossing. Prior to beginning work, the Contractor must establish a storage area with concurrence of the Railroad's representative.

Unless shown otherwise on the Contract Drawings, the Contractor shall abide by the following temporary clearances during construction. The Contractor shall not place forms, materials, spoils, or other temporary constructions, including bracing or work platforms, within the clear area unless approved in writing by SCRRA:

- 12'-0" Horizontally at right angles from centerline of nearest track
- 22'-6" Vertically above top of rail
- 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

At no time shall the Contractor reduce the minimum clearances required by the California Public Utilities Commission (CPUC) General Order 26-D, or block or restrict the visibility of any signal or railroad warning device. Any infringement within the clearances established by General Order 26-D due to the Contractor's operations must be submitted to the SCRRA and to the City and must not be undertaken until approved in writing by the SCRRA, and until the City has obtained any necessary authorization from the CPUC for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending approval by SCRRA, or approval by the CPUC, or both.

In the case of impaired vertical clearance above top of rail, SCRRA will have the option of

installing tell-tales or other protective devices SCRRA deems necessary for protection of SCRRA operations. The cost of tell-tales or protective devices will be borne by the Contractor.

Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by the SCRRA and possible the CPUC. Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to the SCRRA Project Representative and the City at least thirty (30) calendar days in advance of the work. No work shall be undertaken until the variance is approved in writing by the SCRRA Project Representative.

Parallel to the outer side of each exterior track of multiple operated tracks and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than 12 feet perpendicular from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practicable. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9'-0" perpendicular from the center line of tangent track or 10' - 0" horizontal from curved track.

#### **4.4 Temporary Vehicular Traffic Control**

The Contractor's operations which control traffic across or around SCRRA facilities shall be coordinated with and approved by the SCRRA and City and shall be in compliance with the CA MUTCD. Traffic control in the vicinity of highway – railroad grade crossings shall conform to the SCRRA Criteria for Temporary Traffic Control.

SCRRA will not permit temporary at grade crossings unless absolutely necessary and there is no alternative route available to Contractor to access the Project site. Alternative plans must be considered to avoid crossing SCRRA tracks at grade.

### **5.0 HAZARDOUS AND CONTAMINATED MATERIALS**

#### **5.1 Control, Discharge, and Disposal**

Discharge, release or spill on the SBCTA right-of-way of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the SCRRA Project Representative of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow the SBCTA right-of-way to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious

material, including any non-containerized commodity or material, on or adjacent to SBCTA right-of-way, in or near any surface water, swamp, wetlands or waterways adjacent to the right-of-way, while performing any work on this Project, the Contractor must immediately: (a) notify the City's Resident Engineer, (b) notify SCRRA's Project Representative, of such discovery; (c) take safeguards necessary to protect its employees, sub-contractors, agents and third parties: and (d) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

## **6.0 INSEPTION AND OBSERVATION**

### **6.1 Site Inspections by Railroad Project Representative**

In addition to the office reviews of construction submittals, site observations will be performed by the City, SCRRA, or a Consultant to SCRRA at significant points during construction as determined by SCRRA. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the SCRRA.

### **6.2 Site Inspections and Testing by Regulatory Authorities and SCRRA**

Federal or State representatives may also conduct inspections and tests to ensure compliance with 49 CFR 214 – Railroad Workplace Safety regulations. A person or persons found to be not in compliance with the appropriate regulations may receive personal monetary fines by the regulatory authorities, or may be barred from the SBCTA Right-of-Way, or both. SCRRA maintains an Efficiency Testing program to verify compliance with Federal and State regulations. SCRRA representatives may make inspections and conduct tests to judge the effectiveness of the safety training, and compliance with SCRRA requirements. The Contractor shall cooperate with SCRRA and Federal or State representatives at all times.

## **7.0 CLEANING AND RESTORATION**

### **7.1 Cleaning Of Right-Of-Way**

The Contractor shall, upon completion of the work to be performed within the SBCTA right-of-way and/or properties of the SCRRA and adjacent to its tracks, wire lines and other facilities, promptly remove from the SBCTA right-of-way all Contractor's tools, implements and other materials whether brought upon the SBCTA right-of-way by the Contractor or any sub-contractors employee or agent of Contractor or of any sub-contractor, and leave the SBCTA right-of-way in a clean and presentable equal or better than existed at the start of the Project work.

**END of EXHIBIT E-2**

# **EXHIBIT E-3**

To Construction and Maintenance Agreement

for

Citrus – Ceres Intersection Signalization Project

Cover Sheet for

SCRRA Form 6

Temporary Right-of-Entry Agreement and SCRRA  
Insurance Requirements

## **EXHIBIT E-3**

### **SCRRA Form 6**

#### **Temporary Right-of-Entry Agreement and Exhibit A: Insurance Requirements**

Please refer to the current SCRRA Temporary Right-of-Entry Agreement SCRRA Form No. 6 posted on Metrolink's website using the following links:

SCRRA Temporary Right-of-Entry Agreement

<https://metrolinktrains.com/globalassets/about/engineering/scrra-form-no-6-june-30-2021.pdf>

# **EXHIBIT F**

To Construction and Maintenance Agreement  
for  
Citrus – Ceres Intersection Signalization Project  
Cover Sheet for  
Funding Schedule

**Exhibit F**  
**Citrus – Ceres Intersection Signalization Project**  
**Funding Summary**

Agency	Fund	Expiration	Amount
City of Fontana	Measure I Local Fund 246		\$250,000
<b>Grand Total</b>			<b>\$250,000</b>



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-1285

**Agenda #:** G.

**Agenda Date:** 4/12/2022

**Category:** Consent Calendar

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**FROM:**

Engineering

**SUBJECT:**

Approve a License Agreement with San Bernardino County Transportation Authority (SBCTA) for the construction of the Citrus Avenue at Ceres Avenue Traffic Signal Project

**RECOMMENDATION:**

1. Approve and authorize City Manager to execute a License Agreement with the San Bernardino County Transportation Authority (SBCTA) for the construction of the Citrus Avenue at Ceres Avenue Traffic Signal Project (PN 3355).
2. Approve and authorize the City Manager to execute any future amendments to the License Agreement.

**COUNCIL GOALS:**

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

**DISCUSSION:**

The City determined the need for a new traffic signal at the intersection of Citrus Avenue and Ceres Avenue to aid in circulation and ease congestion. The project is a component of a comprehensive transportation improvement and traffic management program. Due to its close proximity to the railroad, the project will not only construct a traffic signal at the intersection, but it will also include the installation of a signal at the at-grade Metrolink crossing just north of the intersection to prevent vehicular queuing across tracks.

SBCTA owns the right-of-way in which the existing railroad crossing lies. A License Agreement by and between SBCTA and The City is required for all construction, maintenance, and operation of the signal located at the Metrolink crossing.

Under the terms of this License Agreement, SBCTA grants the City of Fontana a non-exclusive, revocable license to construct, maintain and operate the signal and appurtenant facilities at the Citrus Avenue crossing for northbound and southbound traffic.



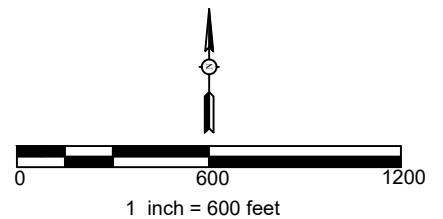
**FISCAL IMPACT:**

There is a \$1,200.00 annual administration fee. The fee will be paid from Local Measure I (Fund No. 246) upon receipt of the billing from SBCTA.

**MOTION:**

Approve staff recommendation.

# CITRUS AVE AND CERES AVE TRAFFIC SIGNAL PROJECT



**SBCTA Contract No. 22-1002714**

**LICENSE AGREEMENT**

**BETWEEN**

**SBCTA**

**AND**

**CITY OF FONTANA**

## LICENSE AGREEMENT

This License Agreement (“LICENSE”) is made and entered into as of the date executed by SBCTA, by and between SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a county transportation authority pursuant to Public Utility Code §§130800 et seq. (“SBCTA”), and, CITY OF FONTANA, a Municipal Corporation (“LICENSEE”), upon and in consideration of the agreements, covenants, terms and conditions below.

### PART I – BASIC LICENSE PROVISIONS

The Basic License Provisions provided in this Part I and the Standard License Provisions set forth in Part II of this License, together with all Exhibits and Attachments referenced in either, are incorporated into and made part of this License. In the event of conflict between Part I and Part II or of any Exhibits and Attachments, Part I shall control.

#### **1. Parties**

##### SBCTA’s Address:

Attn: Transit and Rail Programs  
1170 West 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, California 92410-1715  
909-884-8276

##### LICENSEE’s Address:

City of Fontana  
8353 Sierra Avenue  
Fontana, CA 92335  
Point of Contact: Jeffrey Kim, Engineering Manager  
Telephone: (909) 350-6724  
E-mail: jkim@fontana.org

#### **2. Recitals**

2.1 SBCTA. SBCTA is the owner in fee of certain properties located throughout San Bernardino County.

2.2 Licensee. LICENSEE wishes to enter certain properties owned by SBCTA in order to do the following: (1) maintain existing utilities and appurtenant facilities in, on, over, under or across such properties; and/or (2) install and maintain new utilities and appurtenant facilities in, on, over, under or across such properties.

2.3 Scope of License. The LICENSE will serve as an agreement permitting the LICENSEE to maintain and install existing utilities and appurtenant facilities, which are preliminarily approved by SBCTA. A Map/Diagram/Depiction of the Premises and Improvements are attached, substantially in the form of EXHIBIT “A”.

2.4 Consideration. This LICENSE is made in consideration of the terms, conditions and mutual covenants herein, the sufficiency of which are hereby acknowledged.

#### **3. Description of the Premises.**

City: Fontana

Subdivision: San Gabriel

Address and/or Milepost Location:

Citrus Avenue , North of Ceres Avenue, MP 48.10

Approximate Area:

\_\_\_\_\_ square feet: \_\_\_\_\_ acres

See EXHIBIT A - Map/Diagram/Depiction

Description and Dimensions of the Premises Area:

Signal and ADA compliant improvements within the San Gabriel Subdivision at the Citrus Avenue crossing: portions of APNs 0233-051-18 (west of Citrus Avenue) and 0191-321-14 (east of Citrus Avenue).

**4. Allowable Improvements, Facilities and Uses. LICENSEE shall construct only the following improvements and/or facilities and conduct or permit only the following uses on the Premises:**

Description of the Improvements, Utility and/or Appurtenances:

Installation of four (4) traffic signal poles, including signage on signal poles and appurtenant equipment.

Installation of controller cabinet and foundation, including loop detection and appurtenant equipment.

Installation of 2”C, 2#6, 1#8 conductors (signal service).

Installation of 3” PVC conduit containing twelve (12) pair #19 SIC in 3” conduit and pull box.

Installation of 2” rigid conduit with 12 strand SMFO cable.

Installation of 2”C, 2#10 conductors (luminaires).

Use of the Premises:

Operation, maintenance and repair of Improvements.

**5. Term.**

Commencement Date: The date upon which SBCTA executes this license.

Term (check one):

A. Month-to-month

B. Until End Date: \_\_\_\_\_ (subject to termination pursuant to the terms of this License – see especially Standard License Provisions §2.2)

**6. Fees.**

- A. Administration Fee: \$1,200 per year or portion thereof, payable annually in advance, beginning on January 1<sup>st</sup>, 2023 and, notwithstanding the anniversary described in Section 3.1.1, on January 1<sup>st</sup> each year thereafter.
  
- B. Base Use Fee (check one):
  - i. \$ \_\_\_\_\_ per month, payable monthly in advance
  - ii. \$ ZERO per year, payable annually in advance
  
- C. Additional Use Fee (check one):
  - i. One-time fee: \$ \_\_\_\_\_
  - ii. Other fee: \$ None
  
- D. Base Use Fee Adjustment Dates (check if applicable):
  - i. CPI Adjustment: Annually, effective on the first day of the anniversary month of the Commencement Date, based on the published Consumer Price Index (or its successor) (“CPI”) as defined in Section 3.2.1 of the Standard License Provisions.
  - ii. Fair Market Rate Adjustment: At intervals of not less than three (3) years, based on the then current fair market rental value of the Premises as set forth in Section 3.2.2 of the Standard License Provisions.
  - iii. Other: None

**7. Indemnity and Insurance Requirements.**

LICENSEE shall fully comply with all terms and obligations contained within the LICENSE, which are incorporated herein by this reference, as well as all insurance and indemnity requirements. However, if SBCTA allows, in its sole discretion, LICENSEE to obtain insurance varying from the requirements set forth in the LICENSE, which requirements shall be attached hereto in EXHIBIT “B” Insurance Requirements for License and incorporated herein by reference. Such varying insurance shall be subject to the requirements set forth in Section 9 of the LICENSE

**IN WITNESS WHEREOF**, this LICENSE was duly executed by the Parties identified in Item 1 of this Part I on the dates below, and is effective as the date executed by SBCTA.

LICENSEE:  
CITY OF FONTANA,  
a Municipal Corporation

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

By: \_\_\_\_\_  
Name: Shannon Yauchzee  
Title: Interim City Manager

By: \_\_\_\_\_  
Name: Raymond W. Wolfe  
Title: Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**PART II – STANDARD LICENSE PROVISIONS**  
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Exhibits:

- “A” Map/Diagram/Depiction of Premises
- “B” Insurance Requirements for License
- “C” Permitted Hazardous Material
- “D” Additional Requirements



## **PART II - STANDARD LICENSE PROVISIONS**

### **1. GRANT AND SCOPE OF LICENSE**

- 1.1. Grant of License. SBCTA hereby grants a non-exclusive, revocable license to LICENSEE in, on, over, under, across and along the real property of SBCTA in the location shown in the diagram attached hereto as Exhibit “A” and described in Item 3 of the Basic License Provisions (the “Premises”), for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Improvements described in Item 3 of the Basic License Provisions, and any usual and necessary related appurtenances thereto (the “Improvements”), for the purposes described in Item 4 of the Basic License Provisions, together with rights for access and entry onto the Premises as necessary or convenient for the use of the Improvements and for no other purpose. In connection with this grant of license, LICENSEE, its employees, agents, customers, visitors, invitees, licensees, consultants and contractors (collectively, “LICENSEE’s Parties”) subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of SBCTA if necessary for the use of the Improvements or the Premises, with the time and manner of such entry and access to be subject to SBCTA’s prior written approval. The Premises, adjoining real property of SBCTA and personal property of SBCTA located thereon shall hereinafter collectively be referred to as “SBCTA Property.”
- 1.2. Condition of Premises. LICENSEE acknowledges that it has inspected the Premises in its present condition, including without limitation, all existing environmental conditions. LICENSEE accepts the Premises “as is” as suitable for the purpose for which the Premises are licensed and assumes all risk with respect to all present conditions of the Premises, whether patent or latent, including, without limitation, all existing environmental conditions. Taking of possession by LICENSEE shall be conclusive to establish that the Premises are in good and satisfactory condition when possession is taken.
- 1.3. Use. The Premises and the Improvements shall be used only for the purposes specified in Item 4 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto, and no other purpose. No change shall be made by LICENSEE in the use of the Premises, the Improvements or the commodity or product being conveyed through the Improvements (if any) without SBCTA’s prior written approval.
- 1.4. Non-exclusive and Revocable Nature of License. The LEASE granted herein is not exclusive and SBCTA specifically reserves the right to grant other licenses within the Premises. LICENSEE agrees that notwithstanding the Improvements made by LICENSEE to the Premises or other sums expended by LICENSEE in furtherance of this LICENSE, the license granted herein is fully revocable by SBCTA in accordance with the terms of this LICENSE.
- 1.5. Easements. SBCTA reserves to itself the right, from time to time, to grant such easements, rights and dedications that SBCTA deems necessary or desirable, and to cause the recordation of parcel maps, easement agreements and covenants, conditions and restrictions, so long as such easements, rights, dedications, maps and covenants,

conditions and restrictions do not unreasonably interfere with the permitted use of the Premises by LICENSEE. LICENSEE shall sign any of the aforementioned documents upon request of SBCTA and failure to do so shall constitute a material breach of this LICENSE.

## 2. TERM, TERMINATION AND SURRENDER

2.1. Term of License. The term of this LICENSE shall commence on the “Commencement Date” specified in Item 5 of the Basic License Provisions. If Item 5.A of the Basic License Provisions is checked, this LICENSE shall continue in full force and effect on a month-to-month basis. If Item 5.B of the Basic License Provisions is checked, then this LICENSE shall be a license for the term specified in said Item 5.B. The term of this LICENSE as provided above is referred to as the “Term.”

### 2.2. Termination.

2.2.1. Convenience. If Item 5.A is checked, this LICENSE shall continue in full force and effect on a month-to-month basis until terminated by either Party on ninety (90) days’ prior written notice. If Item 5.B is checked, this LICENSE shall continue in full force and effect until the End Date, unless SBCTA, acting by its Executive Director or his or her designee, for any reason and in its sole and absolute discretion, determines that this LICENSE is no longer in SBCTA’s best interests. In which case, SBCTA may terminate this LICENSE on ninety (90) days’ prior written notice, but SBCTA shall also return to LICENSEE, within thirty (30) days after the termination, the pro-rata portion of any annual Use Fee paid by the LICENSEE for the portion of the agreed term that will not be used by LICENSEE.

2.2.2. Cause. SBCTA may terminate this LICENSE for cause in accordance with the provisions hereof, including, without limitation, Section 24 (Abandonment), Section 7 (Default, Breach and Remedies) and Section 25.11 (Assignment). In addition, SBCTA shall have the right to immediately, without notice and at LICENSEE’s expense, terminate this LICENSE upon discovery of any default set forth in Section 7.1(d) and abate any such public nuisance and/or dangerous condition.

2.2.3. Public Use. In addition to any and all other termination rights of SBCTA described herein, LICENSEE hereby expressly recognizes and agrees that the Premises are located on SBCTA property that may be developed for public projects and programs which may be implemented by SBCTA or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects, roadways, parking facilities, flood control and drainage facilities, and/or any other public or other governmental uses (collectively and individually “Public Use”); and that LICENSEE’s use of the Premises under this LICENSE is a temporary, interim use as to which LICENSEE has no right to nor expectation of use for any particular length of time that may be terminated by SBCTA by ninety (90) days written notice to LICENSEE as set forth in Section 2.2.1 above. Accordingly, as a condition to

entering into this LICENSE, LICENSEE expressly acknowledges and agrees that:

- (a) SBCTA may terminate this LICENSE as set forth above for any Public Use, to be determined in the sole and absolute discretion of SBCTA's Executive Director, or designee;
- (b) LICENSEE shall **NOT** object to, oppose, or protest at any approval proceeding, nor file suit to prevent or delay, any Public Use when planned, proposed or implemented on or adjacent to the Premises;
- (c) If SBCTA's Executive Director, or designee, at any time, or from time to time, determines in his or her sole and absolute discretion, that there is a need for the Premises or any adjoining property for a Public Use and such Public Use requires relocation or removal of the Improvements, LICENSEE shall reconstruct, alter, modify, relocate or remove its Improvements, as directed by SBCTA or any parties having operating rights over the Premises, at LICENSEE's sole cost and expense, within ninety (90) days after written notice from SBCTA; and
- (d) LICENSEE expressly assumes all risk of any future Public Use as determined by SBCTA and in the event SBCTA terminates this LICENSE and requires LICENSEE to vacate the Premises for any Public Use, LICENSEE shall not, as a result of such termination and vacation of the Premises, be entitled to receive any:
  - (i) relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and
  - (ii) compensation under any eminent domain or inverse condemnation law.

2.2.4. **Penalty:** If LICENSEE fails to terminate use of the Premises and/or restore the Premises as required in Item 2.3 below, on or before the End Date specified in Item 5.B of the Basic License Provisions or the termination date established as otherwise provided in this License ("Termination Date"), then, in addition to any and all other remedies available to SBCTA under the terms of this LICENSE or at law or equity, SBCTA may so restore the Premises and LICENSEE shall pay a Penalty equal to twice the Base Use Fee in effect on the day prior to the Termination Date, plus twice any Additional Use Fee, calculated and payable on a monthly basis, for the number of months (partial months counting as whole months) from the Termination Date to the date that LICENSEE has terminated use and restored the Premises to the required condition. In the event that any Additional Use Fee is set as a percentage of revenues, or on some other variable basis, it shall be calculated based on the average for the prior twelve month period or if in effect less than one year, the monthly average from the effective date to the day prior to the Termination Date. LICENSEE shall indemnify SBCTA against all liabilities, costs and

damages sustained by SBCTA by reason of such failure to terminate and restore.

- 2.3. Termination of Use and Restoration of Premises. Upon the Termination Date, unless otherwise requested in writing by SBCTA prior to the Termination Date, LICENSEE, at its own cost and expense, shall immediately remove all alterations additions and Improvements made by LICENSEE to the Premises and restore the SBCTA Property as nearly as possible to the same state and condition as existed prior to the construction, reconstruction or installation of said Improvements. Should LICENSEE fail to comply with the requirements of the preceding sentence, SBCTA may at its option (i) perform the same at LICENSEE's expense (including costs, interest, and fees), which LICENSEE agrees to pay to SBCTA on demand, or (ii) assume title and ownership of said Improvements. No termination hereof shall release LICENSEE from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Improvements are removed and the SBCTA Property is restored.

### 3. PAYMENTS

- 3.1. Fees. As consideration for the rights herein granted, LICENSEE agrees to pay to SBCTA the Administration and Use Fees specified in Item 6 of the Basic License Provisions, adjusted as set forth in Section 3.2.
- 3.1.1. Administration Fee. The Administration Fee set forth in Item 5.A of the Basic License Provisions shall be due and payable, without demand, annually in advance prior to each anniversary of the execution date of this LICENSE.
- 3.1.2. Base Use Fee. If Item 6.B.i of the Basic License Provisions is checked, the first month's Base Use Fee noted therein shall be due and payable, without demand, upon LICENSEE's execution of this LICENSE. Thereafter, the Base Use Fee, as such fee may be adjusted pursuant to the provisions of Section 3.2, shall be due and payable, without demand, on or before the first day of each calendar month succeeding the Commencement Date during the Term. The Base Use Fee for any fractional calendar month at the commencement or end of the Term shall be prorated on a daily basis. If Item 6.B.ii of the Basic License Provisions is checked, the annual Use Fee amount, as such fee may be adjusted pursuant to the provisions of Section 3.2, shall be due and payable, without demand, annually in advance on or before the anniversary month of the Commencement Date for the convenience of both Parties, without affecting the Term of this LICENSE as specified in Section 2.1 of the Basic License Provisions.
- 3.1.3. Additional Use Fee. If Item 6.C.i of the Basic License Provisions is checked, the one-time fee noted therein shall be due and payable upon execution of this LICENSE by LICENSEE. If Item 6.C.ii of the Basic License Provisions is checked, the fee noted therein shall be due and payable as indicated in Item 6.C.ii.

3.2. Use Fee Adjustment.

3.2.1. Annual CPI Adjustment. If Item 6.D.i of the Basic License Provisions is checked, then the Base Use Fee shall be increased, but not decreased, as provided below on the first day of each month during which an annual anniversary of the Commencement Date occurs unless another date is provided in Item 5 of the Basic License Provisions (the “Adjustment Date”). If no adjustment is made at the annual anniversary date, an adjustment may nevertheless be made at a subsequent date and thereafter at not less than annual intervals. The adjusted Base Use Fee as of each Adjustment Date shall be the greater of the Base Use Fee on the day preceding that Adjustment Date or that amount multiplied by a fraction, the numerator of which is the latest CPI figure as of the month that is three (3) months prior to the month during which the particular Adjustment Date occurs and the denominator of which is the latest CPI figure as of the month that is three (3) months prior to the month containing the prior Adjustment Date or, if there has been no prior Adjustment, three (3) months prior to the first day of the anniversary month of the Commencement Date. As used in this section, the “CPI” means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Riverside/San Bernardino/Ontario, all items (DECEMBER 2017 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics (Bureau) as Series Id: CWURS49CSA0, or if such index is no longer published, the U.S. Department of Labor’s most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period DECEMBER 2017 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by SBCTA.

3.2.2. Fair Market Adjustment. If Item 6.D.ii of the Basic License Provisions is checked, then, at intervals of not less than three (3) years, the Base Use Fee (as such fee may be adjusted by Section 3.2.1, above) payable under this Section 3 shall be increased, but not decreased, in order to adjust the fee to the then fair market rental value of the Premises as determined by SBCTA in good faith. Such increases shall be effective as of thirty (30) days after written notice from SBCTA to LICENSEE of such adjustment, or the date specified in such written notice, whichever is later. If no adjustment is made at any three (3) year interval, an adjustment may nevertheless be made on any subsequent date and thereafter at intervals of not less than three (3) years apart.

3.2.3. Other Adjustment. If Item 6.D.iii of the Basic License Provisions is checked, then, in addition to any adjustments required under Items 6.D.i and 6.D.ii, the adjustment set forth in 6.D.iii shall be applied in accordance with its terms.

3.3. Late Charge. LICENSEE acknowledges that late payment by LICENSEE of any payment owed to SBCTA under this LICENSE will cause SBCTA to incur costs not contemplated by this LICENSE, the exact amount of such costs being extremely difficult and impracticable to determine. Therefore, if any payment due from

LICENSEE is not received by SBCTA within thirty (30) days without demand, annually in advance of the anniversary month of the Commencement Date, LICENSEE shall pay to SBCTA an additional sum of ten percent (10%) of the overdue payment as a late charge, up to a maximum amount of \$500 for each late payment. The Parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that SBCTA will incur by reason of a late payment by LICENSEE. Acceptance of any late payment charge shall not constitute a waiver of LICENSEE's default with respect to the overdue payment, nor prevent SBCTA from exercising any of the other rights and remedies available to SBCTA under this LICENSE, at law or in equity. In addition, any payment not made within thirty (30) days of the anniversary month of the Commencement Date shall bear interest at the rate of fourteen percent (14%) per annum, or the highest legally allowable rate, whichever is lower, until paid in full.

#### **4. TAXES**

LICENSEE shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax as described in California Revenue and Taxation Code Section 107, levied by any governmental authority: (a) against the Improvements, the Premises and/or any personal property, fixtures or equipment located on or placed on the Premises, whether owned by LICENSEE or any person or entity acting for or at the request of LICENSEE; or (b) as a result of the LICENSEE's or the Improvements' operations.

#### **5. LIENS**

LICENSEE will fully and promptly pay for all materials joined or affixed to the Improvements or Premises, and fully and promptly pay all persons who perform labor upon said Improvements or Premises. LICENSEE shall not suffer or permit to be filed or enforced against the Premises or the Improvements, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance, Work, activities, or operations of LICENSEE, or out of any other claim or demand of any kind. The term "Work" under this LICENSE means any construction, reconstruction, installation, restoration, alteration, repair, replacement, or removal, other than normal maintenance. LICENSEE shall provide SBCTA with immediate written notice of any such liens, claims, demands, or stop notices that are placed against the Premises or the Improvements. LICENSEE shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by SBCTA with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend SBCTA from any and all such obligations and claims, including attorney's fees. LICENSEE shall furnish evidence of payment upon request of SBCTA. LICENSEE may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to SBCTA in compliance with applicable California law. If LICENSEE does not discharge any mechanic's lien or stop notice for works performed for LICENSEE, SBCTA shall have the right to discharge same (including by paying the claimant) and LICENSEE shall reimburse SBCTA for the cost of such discharge, as well as any associated costs and fees, within ten (10) business days after billing. SBCTA reserves the right at any time to post and maintain on the Premises such notices as may be necessary to protect SBCTA against liability for all such liens and claims. The provisions of this section shall survive the termination of this LICENSE.

## 6. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, LICENSEE assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Improvements, the SBCTA Property and any other property of, or under the control or custody of, LICENSEE, which is on or near the Premises, caused by LICENSEE's negligence or intentional misconduct. LICENSEE's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the SBCTA Property, accident or fire or other casualty on the SBCTA Property, and electrical discharge, noise or vibration resulting from SBCTA's transit operations on or near the SBCTA Property, caused by LICENSEE's negligence or intentional misconduct. The term "SBCTA" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over SBCTA's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by SBCTA. LICENSEE, on behalf of itself and its officers, directors, affiliates, employees, agents, independent contractors and subcontractors and anyone directly or indirectly employed by LICENSEE or for whose acts LICENSEE is liable (collectively, "Personnel"), as a material part of the consideration for this LICENSE, hereby waives all claims and demands against SBCTA for any such loss, damage or injury of LICENSEE and/or its Personnel, except where caused by the negligence or willful misconduct of SBCTA or a third party. **In that connection, LICENSEE expressly waives the benefit of California Civil Code Section 1542, which provides as follows:**

**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

The provisions of this section shall survive the termination of this LICENSE.

## 7. DEFAULT, BREACH AND REMEDIES

- 7.1. Licensee Default. LICENSEE shall be deemed to have breached and be in default under this LICENSE when any of the following occurs:
- (a) LICENSEE shall fail to make any payment or any reimbursement to SBCTA required herein when due;
  - (b) LICENSEE shall vacate all or a substantial portion of the Premises, whether or not LICENSEE is in default of the payment or other charges due under this LICENSE;
  - (c) LICENSEE shall fail to comply with any other term, provision or covenant of this LICENSE, and shall not cure such failure within thirty (30) days after written notice thereof to LICENSEE; or
  - (d) LICENSEE shall create or maintain, or allow any other person or entity to create or maintain, any public nuisance or any condition that fails to comply with any applicable federal, state, SBCTA or rail operator specifications or safety regulations or that presents a danger to public safety or a safety hazard to any operations, personnel, passengers or property of SBCTA or any rail carrier operating upon the affected rail line(s) on the Premises or SBCTA's adjacent right of way.

- 7.2. SBCTA's Remedies.

- 7.2.1. Termination. Upon the occurrence of LICENSEE's default and breach, is not cured within thirty (30) days (or such longer period as may be necessary in the circumstances and agreed to in writing by SBCTA), SBCTA shall have the right, by giving notice to LICENSEE, to terminate this LICENSE as of the end period specified in the notice to cure, and at any time thereafter to recover possession of the Premises or any part thereof and expel and remove therefrom LICENSEE and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that SBCTA may have under this LICENSE, at law or equity by reason of LICENSEE's default or of such termination.
- 7.2.2. Corrective Measures. Should LICENSEE default on, breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, SBCTA at its option may perform any corrective measures deemed by SBCTA in its sole and absolute discretion to be necessary or appropriate to protect public health or safety, or SBCTA's legitimate governmental or proprietary interests or the interests of its railroad operators, at LICENSEE's expense (including fees, costs and interest) which LICENSEE agrees to pay to SBCTA upon demand.
- 7.2.3. Costs. If SBCTA incurs any cost or expense occasioned by the default of LICENSEE (including but not limited to attorneys' fees and costs), then SBCTA shall be entitled to receive such costs together with interest on all funds SBCTA expends at the lesser of fourteen percent (14%) per annum or the maximum rate allowed by law, whichever is lower, including without limitation, brokers' fees incurred by SBCTA in connection with relicensing the whole or any part of the Premises; the costs of removing and storing LICENSEE's or other occupant's property; the costs of repairing, altering, and/or otherwise restoring the Premises to a safe and suitable condition, useable and acceptable to SBCTA, rail operators and future licensees; and all reasonable expenses incurred by SBCTA in enforcing or defending SBCTA's rights and remedies, including reasonable attorneys' fees whether or not suit is actually filed.
- 7.2.4. Remedies Cumulative. All rights, privileges and remedies of the parties are cumulative and not alternative or exclusive to the extent permitted by law except as otherwise provided herein
- 7.3. SBCTA Default and Licensee's Remedies. SBCTA shall not be in default under this LICENSE unless SBCTA fails to perform obligations required of SBCTA within sixty (60) days after written notice is delivered by LICENSEE to SBCTA specifying the obligation which SBCTA has failed to perform; provided, however, that if the nature of SBCTA's obligation is such that more than sixty (60) days are required for performance, then SBCTA shall not be in default if SBCTA commences performance within such sixty (60) day period and thereafter diligently prosecutes the same to completion. LICENSEE's exclusive remedies shall be an action for specific performance.



## 8. INDEMNIFICATION

- 8.1. LICENSEE, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to SBCTA), and hold harmless SBCTA, and its officers, directors, employees, agents, consultants, contractors, permittees, successors and assigns (individually and collectively, "Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the LICENSEE or its Personnel (as defined in Section 6 (Assumption of Risk and Waiver) or invitees of LICENSEE in connection with the SBCTA Property or the presence upon or performance of activities by LICENSEE or its Personnel with respect to the SBCTA Property, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of LICENSEE or its Personnel, or (iii) non-performance or breach by LICENSEE or its Personnel of any term or condition of this LICENSE, in each case whether occurring during the Term of this LICENSE or thereafter.
- 8.2. The LICENSEE acknowledges that any construction allowed on the Premises pursuant to this LICENSE is not being performed for SBCTA's benefit or on SBCTA's account and that this is an agreement allowing LICENSEE and/or its contractor(s) to enter upon SBCTA's Property as an accommodation within the meaning of California Civil Code Section 2782.1. Therefore, the foregoing indemnity shall be effective regardless of any negligence on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees, and is in addition to any other rights or remedies which Indemnitees may have under the law or under this LICENSE. Upon request of SBCTA, LICENSEE shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this LICENSE.
- 8.3. Claims against the Indemnitees by LICENSEE or its Personnel shall not limit the LICENSEE's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for LICENSEE or its Personnel under workers' compensation, disability benefits or other employee benefits laws or insurance.
- 8.4. The indemnification and defense obligations of LICENSEE set forth in this section shall survive the termination and End Date of this LICENSE.

## 9. INSURANCE

- 9.1. SBCTA's Insurance. SBCTA may maintain insurance covering the Premises and SBCTA's ownership and operation thereof in such types and amounts as it deems necessary in its sole discretion. Such insurance shall be for the sole benefit of SBCTA and under its sole control. LICENSEE's insurance policies shall provide primary coverage to SBCTA; when any such policy issued to SBCTA provides duplicate

coverage or is similar in coverage, SBCTA's policy will be excess over LICENSEE's policies.

9.1.1. Licensee's Insurance. LICENSEE, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this LICENSE insurance as required by SBCTA in the amounts and coverages specified and issued by insurance companies as described in, and meeting all other requirements set forth in EXHIBIT "B". SBCTA reserves the right, throughout the Term of this LICENSE, to review and change the amount and type of insurance coverage it requires at such time LICENSEE requests an amendment or modification to this LICENSE, if applicable, in connection with any Work to be performed on the Premises. Prior to (i) entering the Premises or (ii) performing any Work or maintenance on the Premises, LICENSEE shall furnish SBCTA with insurance endorsements and/or certificates evidencing the existence, amounts and coverages of the insurance required to be maintained hereunder. SBCTA shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by LICENSEE under this LICENSE. Self-insurance is not permitted, however, SBCTA may, in its sole and absolute discretion, permit self-insurance on a case by case, coverage by coverage basis where the LICENSEE has documented, to SBCTA's sole satisfaction, sufficient available assets and/or available funds and sufficient legal security in those assets to assure SBCTA that its risk is not greater than it would have been with acceptable insurance coverage, and otherwise meeting SBCTA's self-insurance requirements. The privilege to self-insure with respect to any coverage required to be maintained hereunder may be granted or revoked by SBCTA at its sole and absolute discretion at any time. Upon revocation of self-insurance privilege, LICENSEE shall immediately provide all required insurances.

9.2. Modifications to Insurance. Should any action by the LICENSEE require SBCTA to increase fire and extended coverage insurance premiums, or if LICENSEE's vacation of the Premises causes any increase in such premiums, then LICENSEE shall pay as an additional fee to SBCTA the amount of such increase upon demand by SBCTA, the amount required to correct at LICENSEE's expense the cause of such disallowance, penalty or surcharge to the satisfaction of the particular insurance authority.

## **10. MAINTENANCE AND REPAIR**

LICENSEE, at LICENSEE's sole expense, shall during the Term of this LICENSE maintain the Improvements within the Premises, and the Premises itself, in a good condition, free from weeds, litter, debris, refuse or other nuisance, and shall perform all maintenance and clean-up of the Premises and the Improvements as necessary to keep the Premises and the Improvements in good order and condition to SBCTA's sole satisfaction. If any portion of the SBCTA Property, including improvements or fixtures, suffers damage by reason of the access to or Use of the Premises by LICENSEE or LICENSEE's employees, agents, customers, invitees, licensees, consultants, contractors and subcontractors (collectively, "LICENSEE's Parties"), including but not limited to damage arising from any tests or investigations conducted upon the Premises by LICENSEE or LICENSEE's Parties, LICENSEE shall, at its own cost and expense, immediately repair all such damage and restore the SBCTA Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, re-grading and

resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by LICENSEE or LICENSEE's Parties. LICENSEE shall not perform any maintenance on railroad tracks and facilities without express prior written approval of and direction from SBCTA or the railroads with valid operating authority over SBCTA's lines and compliance with all applicable standards, specifications and safety requirements.

## **11. ALTERATIONS AND CONSTRUCTION**

Except as otherwise provided herein, LICENSEE shall make no alterations, additions or Improvements to the Premises without obtaining the prior written consent of SBCTA in each instance. Any work performed or caused to be performed by LICENSEE on the Improvements or the Premises shall be performed (a) at LICENSEE's sole cost and expense; (b) in accordance with any and all applicable permit requirements, laws, rules, regulations and safety requirements (including SBCTA's rules and regulations), and (c) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such work, and (ii) satisfactory to SBCTA. LICENSEE shall submit written notice and work plans to SBCTA for review and approval at least thirty (30) days prior to commencement of any work on the Premises. Any such work must be carried out pursuant to the work plans approved in writing by SBCTA and in compliance with any and all SBCTA rules, regulations and other requirements. SBCTA shall have the right at any time and from time to time to post and maintain notices of non-responsibility. Unless otherwise requested by SBCTA, upon completion of any work, LICENSEE shall restore the SBCTA Property to its condition immediately preceding the commencement of such work.

## **12. CONTRACTORS; APPROVAL AND INSURANCE**

Any of LICENSEE's Parties performing any Work on the Improvements or the Premises shall first be approved in writing by SBCTA and acquire all required right of entry permits and authorizations from SBCTA and any rail operator utilizing affected or adjacent railroad tracks. With respect to such Work, LICENSEE shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of such Work, insurance, as required by SBCTA, in the amounts and coverage specified on and issued by insurance companies as described in EXHIBIT "B". Additionally, LICENSEE shall cause any and all of its contractors and subcontractors which may (i) be involved with such Work, or (ii) may, for any reason, need to enter onto the Premises, to obtain and maintain in full force and effect during the Term of this LICENSE, or throughout the term of such Work (as applicable), insurance, as required by SBCTA, in the amounts and coverage specified on, and issued by insurance companies as described in EXHIBIT "B". SBCTA reserves the right, throughout the Term of this LICENSE, to review and change the amount and type of insurance coverage it requires at such time LICENSEE requests an amendment or modification to this LICENSE, if applicable, in connection with any Work to be performed on the Premises.

## **13. REIMBURSEMENT**

LICENSEE agrees to reimburse SBCTA for all reasonable costs and expenses that SBCTA incurs in connection with Work on or maintenance of the Premises or the Improvements, including, but not limited to, costs incurred by SBCTA in furnishing any materials or performing any labor, reviewing LICENSEE's Work plans and inspecting any Work, installing or removing protection beneath or along SBCTA's tracks, furnishing of watchmen, flagmen and inspectors as SBCTA deems necessary and such other items or acts as SBCTA in its sole discretion deems necessary to monitor or aid in compliance with this LICENSE, protect the safety of, and railway operations

upon, its tracks and right-of-way, and to otherwise protect its interests. The costs and expenses addressed in this Section 13 shall include all costs that SBCTA incurs in complying with the Work or maintenance requirements of the railroads with valid operating authority over SBCTA's lines.

#### **14. LANDSCAPING**

If required by SBCTA, then LICENSEE, at its sole cost and expense, shall install barrier landscaping to shield the Improvements from public view. SBCTA shall have the right to review and approve landscaping plans prior to installation. All landscaping activities shall be done in accordance with the provisions of Section 11 above (Alterations and Construction).

#### **15. MARKERS**

Except as modified by any additional provisions attached at Exhibit "D", project markers in form and size satisfactory to SBCTA, identifying the Improvements and their owner(s), shall be installed and constantly maintained by and at the expense of LICENSEE at such locations as SBCTA shall designate. Such markers shall be relocated or removed upon request of SBCTA without expense to SBCTA. Absence of markers in or about SBCTA Property does not constitute a warranty by SBCTA of the absence of subsurface installations.

#### **16. COMPLIANCE WITH LAWS**

LICENSEE shall comply with all applicable federal, state and local laws, regulations, rules and orders in its Work on, or maintenance, inspection, testing or use of, the SBCTA Property, and shall furnish satisfactory evidence of such compliance promptly upon request of SBCTA. LICENSEE shall obtain all required permits or leases required by any governmental authority for its use of the Premises, at its sole cost and expense. LICENSEE shall comply with all SBCTA policies, rules and regulations applicable to its properties. Subject to SBCTA's approval, LICENSEE shall at its own cost and expense install and construct all physical improvements to or needed to serve the Premises that are required by any federal, state or local building code or other law or regulation applicable to the Premises, or that are made necessary by the nature of LICENSEE's use of the Premises. LICENSEE shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with, the Premises, all at LICENSEE's sole expense.

#### **17. SBCTA'S RIGHT OF ACCESS**

- 17.1. Inspections. SBCTA shall have the right at any time (upon provision of reasonable notice of inspection to LICENSEE) or in case of emergency (without notice), to inspect the Premises in order to protect SBCTA's interests therein and to monitor compliance with this LICENSE, including compliance with applicable federal, state and local laws, regulations, rules and orders. Failure to submit to or cooperate with any inspection may result in termination of the LICENSE
- 17.2. Tests. If, in SBCTA's sole judgment, any installation on, or use or condition of the Premises may have an adverse effect on the Premises or SBCTA Property, adjacent property or SBCTA's operations, SBCTA shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the Premises, as it determines to be necessary or useful to evaluate the condition of the Premises. LICENSEE shall cooperate with SBCTA in any tests or inspections deemed necessary by SBCTA.

- 17.3. Costs. LICENSEE shall pay or reimburse SBCTA, as appropriate, for all reasonable costs and expenses incurred due to tests, inspections or any necessary corrective Work, maintenance and inspections thereafter. SBCTA may establish an inspection fee, which may be changed from time to time, as part of an inspection program. The user shall pay such fee for each such inspection. Failure to pay the fee may result in termination of the LICENSE.
- 17.4. Sale or Lease of Premises. SBCTA may at any time place on or about the Premises (including the Improvements) any ordinary “for sale” and “for lease” signs. LICENSEE shall also permit SBCTA and its agents, upon request, to enter the Premises or any part thereof, at reasonable times during normal business hours, to show the Premises to prospective tenants, purchasers or mortgagees.

## **18. ENVIRONMENTAL ASSESSMENT**

Upon execution of this LICENSE, SBCTA may, in its sole discretion and if applicable, require LICENSEE to retain a duly licensed environmental consultant acceptable to SBCTA who shall perform an environmental assessment of the Premises and LICENSEE’s and LICENSEE’s Parties’ business activities and prepare a report on LICENSEE’s and/or LICENSEE’s Parties’ compliance with the provisions of this section. If determined by SBCTA to be necessary or useful to evaluate the condition of the Premises, SBCTA may require LICENSEE to cause a similar environmental assessment to be conducted on an annual basis, and/or upon or within one (1) year after the expiration or earlier termination of this LICENSE, the cost of which shall be the sole responsibility of LICENSEE. LICENSEE shall provide a copy of the report or reports from the consultant(s) promptly to SBCTA upon receipt and upon request shall promptly provide to SBCTA a copy of all data, documents and other information prepared or gathered in connection therewith.

## **19. HAZARDOUS/TOXIC MATERIAL USE AND INDEMNITY**

- 19.1. LICENSEE shall operate and maintain the Premises in compliance with all Environmental Laws, and shall not cause or permit the Premises to be in violation of any Environmental Law which is now or may hereafter become applicable to LICENSEE or the Premises. As used herein, “Environmental Law(s)” means any federal, state or local environmental, health and/or safety-related law, regulation, standard, decision of a court, permit or permit conditions, currently existing or as amended or adopted in the future. Except for any Hazardous Material expressly approved by SBCTA in writing as shown on Exhibit “C”, LICENSEE shall not cause or permit, or allow any of LICENSEE’s Parties to cause or permit, any Hazardous Material to be brought upon, stored, used, generated, treated or disposed of on or about the SBCTA Property. Any Hazardous Material on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, “Hazardous Material” means any chemical, substance or material, including any mixture or solution, which by virtue of its properties or effects is potentially harmful to health, safety or property, or which is now or becomes in the future listed, defined or regulated in any manner under any Environmental Law as a hazardous or dangerous material or substance.
- 19.2. LICENSEE shall indemnify, defend (by counsel acceptable to SBCTA) and hold harmless the Indemnitees, as defined in Section 8 (Indemnification), from and against

all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) LICENSEE's breach of any prohibition or provision of this section, or (b) any release of Hazardous Material upon or from the Improvements or the Premises or contamination of the SBCTA Property which: (i) occurs due to the use and occupancy of the Improvements or the Premises by LICENSEE or LICENSEE's Parties, or (ii) is made worse due to the act or failure to act of LICENSEE or LICENSEE's Parties.

- 19.3. The foregoing indemnity shall be effective regardless of any negligence on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive expiration or termination of this LICENSE; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this LICENSE.
- 19.4. In addition, in the event of any release on or contamination of the Premises, LICENSEE, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the SBCTA Property and all affected adjacent property – whether or not owned by SBCTA) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of SBCTA and any governmental authorities having jurisdiction, unless such release or contamination was solely caused by the gross negligence or willful misconduct of SBCTA.

## **20. UNDERGROUND STORAGE TANKS**

- 20.1. NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE PREMISES UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY SBCTA, WHICH APPROVAL MAY BE WITHHELD IN SBCTA'S SOLE DISCRETION.
- 20.2. At SBCTA's option, upon the termination of this LICENSE at any time and for any reason, LICENSEE shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment installed by LICENSEE, and clean up and remove all Hazardous Material in, on, under and about the Premises, caused by such installation, in accordance with the requirements of all Environmental Laws and to the satisfaction of SBCTA and any governmental authorities having jurisdiction thereover, and deliver to SBCTA a copy of a certificate of closure issued for such tanks by the appropriate governmental authority. Upon acceptance of the planned use of an underground storage tank, the LICENSEE may be required to obtain an Environmental Liability policy with limits approved by SBCTA's Risk Manager.

## **21. CONDEMNATION**

In the event all or any portion of the Premises shall be taken or condemned for public use by a governmental agency or any other party having the power of eminent domain (including conveyance by deed in lieu of or in settlement of condemnation proceedings), LICENSEE shall receive compensation (if any) only for the taking and damage to the Improvements. Any other compensation or damages arising out of such taking or condemnation awarded to LICENSEE are hereby assigned by LICENSEE to SBCTA.

## **22. BROKER'S FEES**

LICENSEE represents and warrants that it has dealt with no broker, agent or other third party in connection with this transaction and LICENSEE agrees to indemnify and hold SBCTA harmless from and against any claims by any broker, agent or other party claiming a commission or other form of compensation by virtue of having dealt with LICENSEE with regard to obtaining this LICENSE.

## **23. SUBORDINATE RIGHTS**

This LICENSE is subject and subordinate to the prior and continuing rights and obligation of SBCTA, its successors and assigns, to use the SBCTA Property in the exercise of its powers and in the performance of its duties, including those as a public transportation body, and to all Bonds, and their respective indentures, issued by SBCTA in any of its capacities and/or by any of its affiliated entities now in place or hereafter issued. Accordingly, there is reserved and retained unto SBCTA, its successors, assigns and permittees, the right to construct, reconstruct, operate, maintain, use and/or relocate existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the SBCTA Property or any portion thereof, and in connection therewith the right to grant and convey to others, rights and interests to the SBCTA Property or the Premises and in the vicinity of the Improvements, regardless of any effect or impact on the Improvements. LICENSEE shall bear all costs and losses it incurs associated with any modifications to the Improvements necessary to accommodate SBCTA's exercise of any right hereunder. This LICENSE is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the SBCTA Property now or hereafter. This LICENSE is executed and delivered by SBCTA without any warranty of title, express or implied, and the words "grant" or "convey" as used herein shall not be construed as a warranty of title or a covenant against the existence of any such title exceptions.

## **24. ABANDONMENT**

Should LICENSEE at any time abandon the use of the Improvements or the Premises, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this LICENSE shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, SBCTA shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this LICENSE.

## **25. GENERAL PROVISIONS**

- 25.1. Notices. All notices and demands which either of the Parties is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to the other Party at its address set forth in the Basic License Provisions. Either of the Parties may change its address for the receipt of notice by giving written notice thereof to the other Party in the manner herein provided. Notices shall be effective only upon receipt by the Party to whom notice or demand is given.

- 25.2. Governing Law. This LICENSE shall be governed by the laws of the State of California.
- 25.3. Binding Effect. The terms, provisions and covenants and conditions contained in this LICENSE shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided. If more than one person executes this LICENSE as LICENSEE, then each shall be jointly and severally liable for all obligations of LICENSEE hereunder.
- 25.4. No Third Party Beneficiaries. This LICENSE is not intended by either party to confer any benefit on any third party other than the constituent members of SBCTA, including without limitations any broker, finder, or brokerage firm.
- 25.5. Severability. If any term, covenant, condition or provision of this LICENSE, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this LICENSE, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 25.6. Interest on Past-due Obligations. Except as expressly herein provided, any amount due to SBCTA that is not paid when due shall bear interest, beginning on the 31<sup>st</sup> date of when due, without demand, at the maximum rate then allowable by law. Such interest will be due SBCTA as it accrues. Payment of such interest shall not excuse or cure any default by LICENSEE under this LICENSE, provided, however, that interest shall not be payable on late charges incurred by LICENSEE..
- 25.7. Captions. The captions included in this LICENSE are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this LICENSE or any provision hereof, or in any way affect the interpretation of this LICENSE.
- 25.8. Survival of Obligations. All obligations of LICENSEE hereunder not fully performed as of the expiration or earlier termination of the Term of this LICENSE shall survive the expiration or earlier termination of this LICENSE, including without limitation all indemnity and defense obligations, all payment obligations with respect to Fees and all obligations concerning the condition of the SBCTA Property and the Improvements.
- 25.9. Waiver of Covenants or Conditions. The waiver by either Party of any term, covenant, agreement or condition under this LICENSE shall not invalidate this LICENSE, nor shall it be considered a waiver by it of any other covenant or condition or of the same covenant or condition in another instance. To the extent patterns of practice between the Parties are inconsistent with the terms of this LICENSE, such patterns of practice shall not waive in part or in full SBCTA's right to insist upon strict accordance with any of the provisions of this LICENSE. The subsequent acceptance of payments hereunder by SBCTA shall not be deemed to be a waiver of any preceding breach by LICENSEE of any provisions, covenant, agreement or condition of this LICENSE, other than the failure of LICENSEE to pay the particular payment so accepted, regardless of SBCTA's knowledge of such preceding breach at the time of acceptance of such payment.



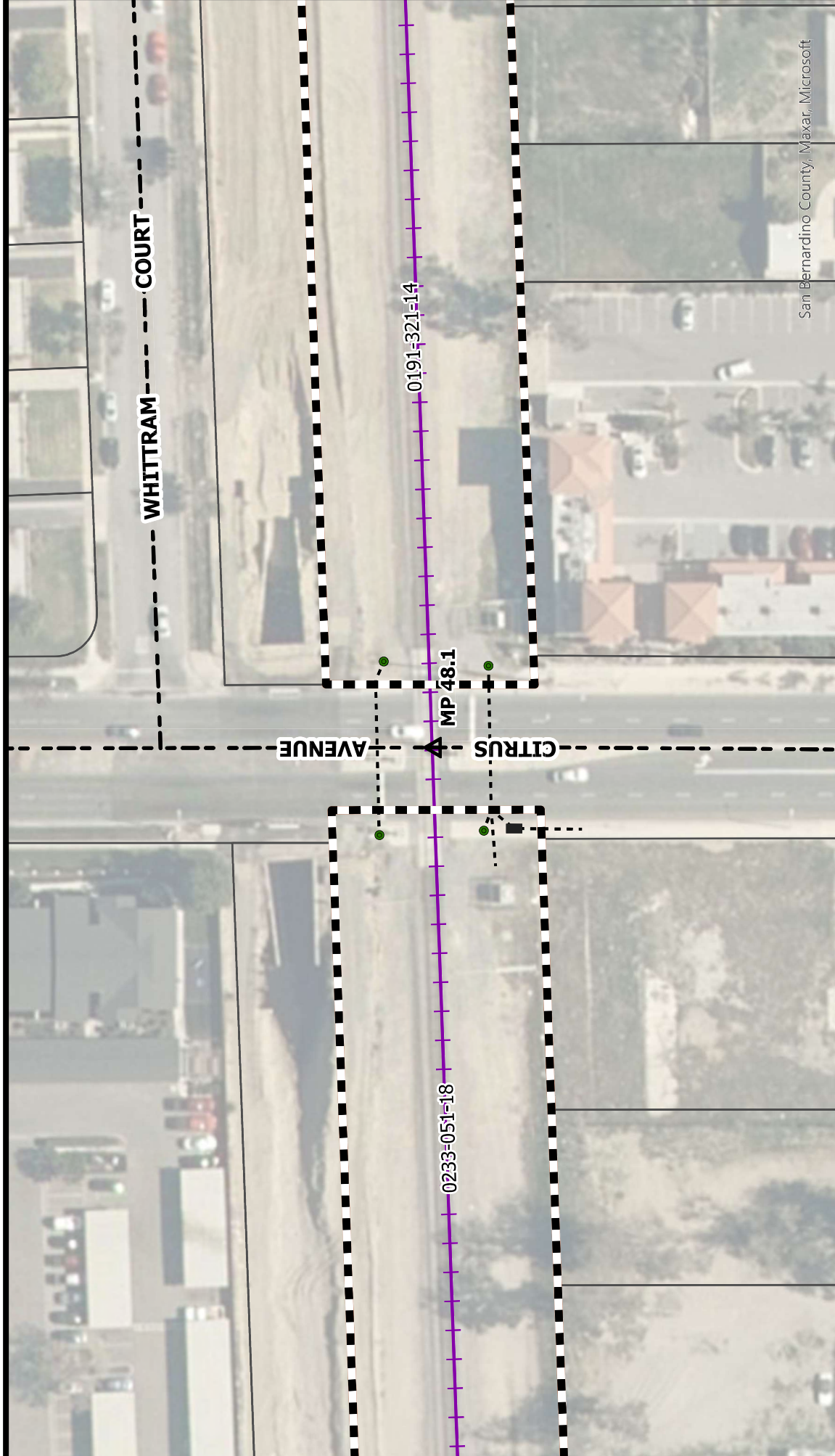
- 25.10. Effective Date/Nonbinding Offer. Submission of this LICENSE for examination or signature by LICENSEE does not constitute an offer of or option for a license, and it is not effective as a license or otherwise until executed and delivered by both SBCTA and LICENSEE. Each individual executing this LICENSE on behalf of SBCTA or LICENSEE represents and warrants to the other Party that he or she is authorized to do so.
- 25.11. Assignment. This LICENSE and the license granted herein are personal to the LICENSEE. LICENSEE shall not assign or transfer (whether voluntary or involuntary) this LICENSE in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of SBCTA, which may be withheld in SBCTA's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and be a material breach of this LICENSE, which gives SBCTA the right to immediately terminate this LICENSE and seek all other available remedies for breach. Notwithstanding the foregoing, LICENSEE may, with SBCTA's consent, assign or transfer this LICENSE to any entity that it controls, is controlled by, or is under common control with LICENSEE.
- 25.12. Entire Agreement; Amendments. This LICENSE, including all attached Exhibits, constitutes the entire agreement between the Parties and supersedes all prior verbal or written agreements and understandings between the Parties with respect to the items set forth in this LICENSE. The Parties each acknowledge that no representations, inducements, promises or agreements, oral or written, have been made by either SBCTA or LICENSEE, or anyone acting on behalf of SBCTA or LICENSEE, other than those contained in this LICENSE. No amendments, changes, revisions, or discharges, at any time in whole or in part, of this LICENSE shall be binding upon the Parties unless they are in writing and executed by the Parties.
- 25.13. Attorneys' Fees. If either SBCTA or LICENSEE commences or engages in, or threatens to commence or engage in, an action by or against the other party arising out of or in connection with this LICENSE or the Premises, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and other costs incurred in connection with the action, preparation for such action, any appeals relating thereto and enforcing any judgments rendered in connection therewith. If SBCTA becomes involved in any action, threatened or actual, by or against anyone not a party to this LICENSE, but arising by reason of or related to any act or omission of LICENSEE or LICENSEE's Parties, LICENSEE agrees to pay SBCTA's reasonable attorneys' fees and other costs incurred in connection with the action, preparation for such action, any appeals relating thereto and enforcing any judgments rendered in connection therewith.
- 25.14. Nondiscrimination. LICENSEE certifies and agrees that all persons employed by LICENSEE and LICENSEE's affiliates, subsidiaries, or holding companies, and any contractors retained by LICENSEE with respect to the Premises, are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

- 25.15. Further Acts. LICENSEE agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this LICENSE, including, at SBCTA's sole discretion, the relocation of the Improvements and the license granted hereby.
- 25.16. Time of Essence. Time is of the essence for this LICENSE.
- 25.17. Certificates. LICENSEE agrees from time to time within thirty (30) days after request of SBCTA, to deliver to SBCTA, or SBCTA's designee, an estoppel certificate stating that this LICENSE is in full force and effect, the date to which all applicable payments have been paid, the unexpired Term of this LICENSE and such other matters pertaining to this LICENSE as may be requested by SBCTA.
- 25.18. Security Measures. LICENSEE hereby acknowledges that the payments payable to SBCTA hereunder do not include the cost of guard service or other security measures, and that SBCTA shall have no obligation whatsoever to provide same. LICENSEE assumes all responsibility for the protection of LICENSEE, LICENSEE's Parties and their property from acts of third parties.
- 25.19. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this LICENSE.
- 25.20. No Recording. LICENSEE shall not record or permit to be recorded in the official records of the county where the Premises are located, this LICENSE, any memorandum of this LICENSE or any other document giving notice of the existence of this LICENSE or the license granted hereby.
- 25.21. Flagmen. Where applicable, as a part of or in addition to all other safety obligations, LICENSEE shall maintain, at LICENSEE's expense, competent flagmen to protect and control movement of vehicles and equipment of LICENSEE or any other user of the Premises while upon the Premises, consistent with any applicable laws and regulations regarding work protection, including the rules and policies of SBCTA and/or any railroad operator having rights to utilize any affected or adjacent railroad tracks.
- 25.22. Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein. To the extent that any additional provisions in Exhibit "D" conflict with the provisions contained in this Part II, Standard License Provisions, the provisions in Exhibit "D" shall control.
- 25.23. Counterparts. This LICENSE may be executed in counterparts, which constitute one document. The parties shall execute this LICENSE in duplicate and intend each countersigned original to have identical legal effect.

25.24. Supersedure. That certain (Wire Line) (License) Agreement between \_\_\_\_\_ (predecessor in interest to \_\_\_\_\_) Document Number \_\_\_\_\_, and The Atchison, Topeka and Santa Fe Railway Company (predecessor in interest to Burlington Northern Santa Fe Railway Company)/Southern Pacific Company (predecessor in interest to Union Pacific Railroad) Document Number \_\_\_\_\_, which was made and entered into on \_\_\_\_\_ by and between LICENSEE and The Atchison, Topeka and Santa Fe Railway Company (predecessor in interest to Burlington Northern Santa Fe Railway Company) /Southern Pacific Company (predecessor in interest to Union Pacific Railroad), as predecessor in interest to SBCTA, together with all supplements, amendments, revisions and modifications thereto.

**EXHIBIT “A”**

**MAP/DIAGRAM/ DEPICTION OF PREMISES**

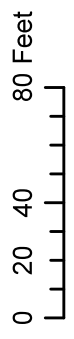


San Bernardino County, Maxar, Microsoft

License Agreement - City of Fontana		City/Community	Fontana
<b>EXHIBIT A - MAP</b>		Agreement Type	License
APN	Nearest Cross Street	Contract Number	22-1002714
See Map	Citrus Avenue		
Original/SCRRRA Mile Post	Branch/Line		
89.7/48.1	San Gabriel		
Grade Type	Orientation		
165	Trans/Long		
Underground/Surface			



- MAP LEGEND**
- SBCTA Right of Way
  - Railroad Centerline
  - Street Centerline
  - Parcel Boundaries
  - Mile Post
  - Traffic Signal Pole
  - Conductors
  - Signal Cabinet



**sb cta**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

1170 W. 3rd Street, 2nd Floor  
San Bernardino, Ca 92410-1715

# CITY OF FONTANA

## CITRUS AVENUE AND CERES AVENUE STREET IMPROVEMENTS FOR TRAFFIC SIGNAL

INDEX OF SHEETS:  
SHEET 1 TITLE SHEET  
SHEET 2 STREET IMPROVEMENT PLAN

BASELINE AVE				PALMETTO AVE
FOOTHILL BLVD				
ARROW RTE				
MERRILL AVE	RAILROAD TRACKS	CITRUS AVE	SERRA AVE	
RANDALL AVE		BEECH AVE		
CHERRY AVE				

VICINITY MAP  
NOT TO SCALE



### CONT. GENERAL NOTES:

- ALL MANHOLES, CLEANOUT FRAMES, COVERS AND VALVE BOXES SHALL BE RAISED TO FINISHED GRADE BY PAVING CONTRACTOR UPON COMPLETION OF PAVING.
- UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RESTORE ALL SIGNING, STRIPING, BARRIAGES, AND OTHER TRAFFIC CONTROL DEVICES TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER.
- CONTRACTOR SHALL RELOCATE AND/OR REPLACE LANDSCAPING, SPRINKLERS AND SIDEWALKS AFFECTED BY THE CONSTRUCTION TO THE SATISFACTION OF THE CITY ENGINEER.
- AS BUILT DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER OF RECORD, WHO SHALL PROVIDE CORRECTED DRAWINGS TO THE CITY ENGINEER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY ENGINEER AND THE CALIFORNIA STATE DIVISION OF INDUSTRIAL SAFETY.
- ALL EMPLOYEES WORKING WITHIN THE RAILROAD RIGHT-OF-WAY OR IN THE VICINITY OF THE CROSSING MUST BE RMP TRAINED. CONTACT SORRA'S CONSULTANT TO ARRANGE FOR RMP TRAINING.
- SORRA IS NOT A MEMBER OF DIG ALERT. THE CONTRACTOR SHALL CALL SORRA'S SIGNAL DEPARTMENT AT (909) 892-1346 A MINIMUM OF FIVE (5) DAYS PRIOR TO BEGINNING CONSTRUCTION TO MARK SIGNAL AND SIGNAL EMERGENCIES OR GRADE CROSSING PROBLEMS. THE CONTRACTOR SHALL CALL SORRA'S 24-HOURS SIGNAL EMERGENCY NUMBER 1-888-448-4971.



REASON FOR STOPPING	DATE	DD	DD	DATE

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.



PLANS PREPARED BY:  
**NV5**  
NORTH VALLEY ENGINEERING  
1500 W. BROADWAY, SUITE 200  
FONTANA, CA 92335  
TEL: (909) 885-2443  
FAX: (909) 885-2443

CITY OF FONTANA, CALIFORNIA  
TITLE SHEET  
DRAWN BY: AB  
DESIGNED BY: AB  
CHECKED BY: APPROVED BY: [Signature]  
DATE: 02/21/22  
DRAWING NO.: 5970  
DATE PLOTTED: 02/21/22

NOT FOR CONSTRUCTION

**EXHIBIT A**  
**IMPROVEMENT PLANS**  
**License No. 22-1002714**

### BASIS OF BEARINGS

BEARINGS ARE REFERENCED TO GRID NORTH AS DEFINED BY THE CALIFORNIA COORDINATE SYSTEM 1983, ZONE 10N. THE GRID NORTH IS THE GRID NORTH (NAD 83) FOR THE STATE OF CALIFORNIA (NAD 83).

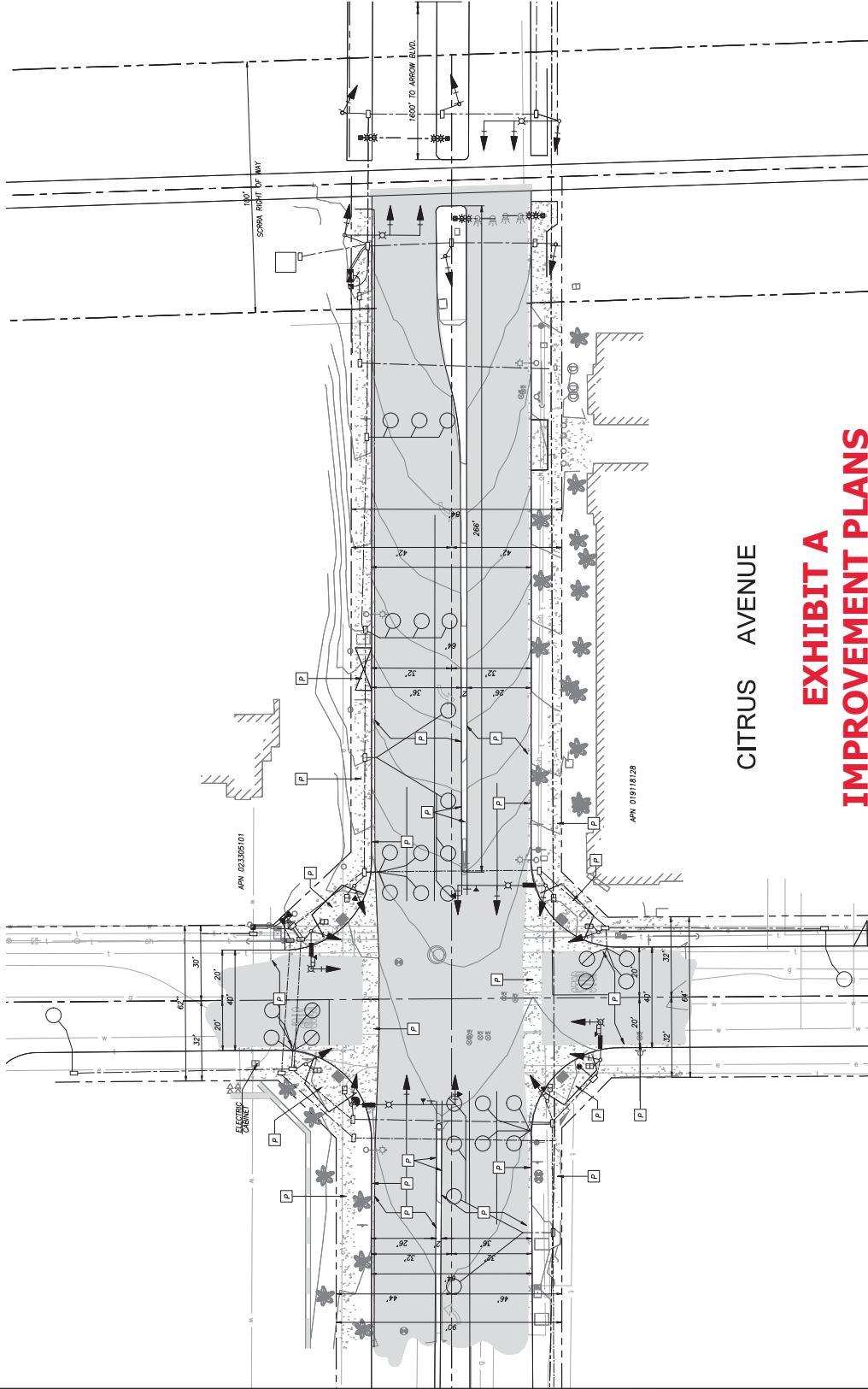
### BENCHMARK

ELEVATIONS ARE REFERENCED TO NAVD83, UTILIZING ELEVATIONS AND DETERMINED LOCALLY BY GPS TIES TO SURVEY BENCHMARK (NAD 83) BENCHMARK (NAD 83) POINT ID: EV1237. THE BENCHMARK ELEVATION IS 582.117.

### GENERAL NOTES

- ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS, THE CITY OF FONTANA SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREEN BOOK"), ALL APPLICABLE SPECIFICATIONS AND STANDARDS SHALL BE LATEST EDITION UNLESS OTHERWISE SPECIFIED.
- WHEN A TECHNICAL CORRECTION IS FOUND TO EXIST IN THE CONTRACT DOCUMENTS THAT CANNOT BE RESOLVED BY REFERENCE TO PRECEDENCE PROVISIONS IN THE "GREEN BOOK", THE CONTRACTOR SHALL IMMEDIATELY REPORT SAID CONFLICT TO THE CITY ENGINEER FOR RESOLUTION.
- ALL MATERIALS AND METHODS ARE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
- CONSTRUCTION PERMITS SHALL BE OBTAINED FROM THE CITY OF FONTANA DEPARTMENT OF ENGINEERING PRIOR TO THE START OF ANY WORK. INSPECTION COORDINATION SHALL BE REQUESTED AT LEAST TWO WORKING DAYS PRIOR TO THE START OF CONSTRUCTION. CALL (909) 892-3740 WITHIN THE CITY LIMITS. CALL (909) 350-7610 OUTSIDE THE CITY LIMITS.
- THE CONTRACTOR SHALL CONFORM TO ALL TRAFFIC CONTROL POLICIES, METHODS AND PROCEDURES DESCRIBED IN THE STATE OF CALIFORNIA MANUAL ON UNIFORM CONTROL DEVICES AND SIGNAGE, LATEST EDITION UNLESS OTHERWISE DIRECTED BY THE CITY TRAFFIC ENGINEER.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN BARRIAGES, DELINEATORS OR OTHER TRAFFIC CONTROL DEVICES AT ALL TIMES.
- THE CONTRACTOR SHALL OBTAIN A PERMIT TO PERFORM EXCAVATION OR UNDERGROUND UTILITY WORK FROM THE CITY OF FONTANA DIVISION OF INDUSTRIAL SAFETY.
- THE WALLS AND FACES OF ALL EXCAVATIONS GREATER THAN FIVE (5) FEET IN DEPTH SHALL BE GUARDED BY SHORING, SLOPING OF THE GROUND OR SHIELDING. EXCAVATIONS GREATER THAN FIVE (5) FEET SHALL BE GUARDED WITHIN THE CITY LIMITS. CALL (909) 350-7610 WITHIN THE CITY LIMITS. CALL (909) 350-7610 OUTSIDE THE CITY LIMITS. ALL UTILITY COMPANIES SHALL BE GIVEN TWO WORKING DAYS NOTICE PRIOR TO WORK AROUND THEIR FACILITIES.
- CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION WITH THE CITY ENGINEER AND THE CALIFORNIA STATE DIVISION OF INDUSTRIAL SAFETY. ALL UTILITY COMPANIES SHALL BE GIVEN TWO WORKING DAYS NOTICE PRIOR TO WORK AROUND THEIR FACILITIES.
- THE CONTRACTOR SHALL NOT OPERATE ANY FIRE HYDRANT OR WATER MAIN VALVE WITHOUT OBTAINING A SEPARATE PERMIT FOR THAT PURPOSE.
- THE LOCATIONS OF UTILITIES SHOWN HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION. HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES AND TO EXERCISE PROPER PRECAUTION TO AVOID DAMAGE THEREOF. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT 811 WORK AROUND THEIR FACILITIES.
- CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION WITH THE CITY ENGINEER AND THE CALIFORNIA STATE DIVISION OF INDUSTRIAL SAFETY. ALL UTILITY COMPANIES SHALL BE GIVEN TWO WORKING DAYS NOTICE PRIOR TO WORK AROUND THEIR FACILITIES.
- THE CONTRACTOR SHALL MAINTAIN ACCESS FOR LOCAL RESIDENTS AND BUSINESSES AT ALL TIMES. MINIMUM 12-FOOT WALKWAYS SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION AREA FOR RESIDENTS AND EMERGENCY VEHICLES.
- DUST CONTROL, INCLUDING ADEQUATE WATERING, AT ALL TIMES.
- ALL GRADING OPERATIONS SHALL BE DISCONTINUED WHEN SUSTAINED WIND VELOCITIES EXCEED 25 MPH PER HOUR.
- THE CONTRACTOR SHALL NOT CHASE ANY EXCAVATED MATERIAL, MUD, SILT OR OTHER DEBRIS FROM THE PROJECT AREA. ALL EXCAVATED MATERIAL SHALL BE THE RIGHT OF WAY DURING CONSTRUCTION WITHOUT PRIOR WRITTEN APPROVAL.
- NO TRENCH BACKFILL SHALL TAKE PLACE WITHOUT PRIOR APPROVAL OF THE CITY ENGINEER.
- GRADE CONTROL SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE OF ALL PORTION OF THE ROAD UNTIL THE SPECIFIED DENSITY IS OBTAINED. SLOPING SHALL BE TAKEN TO PREVENT GRADES, DITCHES, AND SWALES FROM UNDERMINING STREET STRUCTURES. UPON INSPECTION OF THE SITE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR TEMPORARY NON-CORROSION STAINLESS STEEL OR LEAVING IMPROVEMENTS.
- THE FINAL LOCATION AND WIDTH OF DRIVEWAY APPROACH SHALL BE DETERMINED BY THE CITY ENGINEER AND SHALL CONFORM TO THE CITY OF FONTANA STANDARD DETAILS.
- ALL EXPOSED CONCRETE SURFACES SHALL CONFORM IN GRADE, COLOR AND FINISH TO MATCH EXISTING CONCRETE.
- THE SEWER CONTRACTOR SHALL STAMP "S" IN THE FACE OF THE CURB AT THE LOCATION OF THE A SEWER LATERAL.
- NO CONCRETE SHALL BE PLACED UNTIL THE FORMS AND REINFORCING STEEL HAVE BEEN PLACED, INSPECTED AND APPROVED.
- ALL UNDERGROUND UTILITIES SHALL BE INSTALLED, TESTED AND APPROVED PRIOR TO PAVING OF STREETS.
- NO SURFICEMENT IS REQUIRED UNDER ALL NEW ASPHALT PAVEMENT PRIOR TO PAVEMENT.

CERES AVENUE



CITRUS AVENUE

**EXHIBIT A**  
**IMPROVEMENT PLANS**  
**License No. 22-1002714**

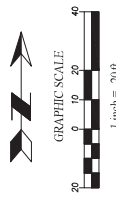
**DISPOSITION NOTES**

**P** PROTECT IN PLACE

**LEGEND**

AC PAVEMENT

P.C.C.



**NOT FOR CONSTRUCTION**

CITY OF FONTANA, CALIFORNIA	
STREET IMPROVEMENT PLAN	
DRAWN BY: AB	SCALE: 1:20
DESIGNED BY: AB	DATE: 08/16/2021
CHECKED BY: AB	PROJECT: CITRUS AVENUE & CERES AVENUE
APPROVED BY:	DATE: 08/23/21
DTN	DRAWING NO.: 59711/2

PLANS PROVIDED BY:

**NV5**  
 CONSULTING ENGINEERS  
 2500 W. GARDEN WAY, SUITE 200  
 FONTANA, CA 92335  
 TEL: (951) 835-3433  
 FAX: (951) 835-3433



SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

REV.	REVISION DESCRIPTION	DATE	USER	CITY	DATE

**DIGI-MARK**  
 THE MARKING YOU DIG  
 TOLL FREE 1-800-227-2600  
 A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

# CITY OF FONTANA

## CITRUS AVENUE AND CERES AVENUE TRAFFIC SIGNAL IMPROVEMENTS

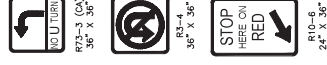
### TRAFFIC SIGNAL GENERAL NOTES

- ALL WORK, MATERIALS, EQUIPMENT AND TEMPORARY TRAFFIC CONTROL SHALL CONFORM TO THESE PLANS, THE CITY OF FONTANA DESIGN STANDARDS, THE CITY'S SPECIAL PROVISIONS, SECTION E, THE CALTRANS STANDARD PLANS AND SPECIFICATIONS, DATED 2018, THE REVISED UNIFORM TRAFFIC CONTROL DEVICES, DATED 2014, AND THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, DATED 2014.
- ALL REQUIRED CONSTRUCTION PERMITS SHALL BE OBTAINED FROM THE CITY OF FONTANA ENGINEERING DIVISION PRIOR TO COMMENCEMENT OF WORK.
- CONTRACTOR SHALL FURNISH ALL EQUIPMENT, MATERIALS, AND HARDWARE TO CONSTRUCT THE TRAFFIC SIGNAL AND LIGHTING AS SHOWN ON THE PLANS, EXCEPT ANY CITY FURNISHED OR SUPPLIED.
- LOCATIONS OF ALL UNDERPASSING FACILITIES ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL EXISTING FACILITIES WITHIN THE AREA OF CONSTRUCTION. THE CITY ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES OR CONFLICTS PRIOR TO COMMENCING WORK.
- CONTRACTOR SHALL MAINTAIN THE PROTECTION OF ALL EXISTING SURVEY MONUMENTS OR MARKERS DURING CONSTRUCTION.
- ALL PULLBOXES SHALL BE NO. 6 AND CONDUIT SHALL BE 3" RIGID METAL UNLESS OTHERWISE SHOWN.
- ALL VEHICLE INDICATORS SHALL BE 12" AND HAVE LED, SIGNAL MODULES. ALL PEDESTRIAN HEADS SHALL HAVE LED, PEDESTRIAN MODULES & UTILIZE PEDESTRIAN COUNTDOWN TIMERS PER SPECIAL PROVISIONS.
- ANY EXISTING TRAFFIC SIGNALS AND LIGHTING SHALL REMAIN IN OPERATION UNTIL REPLACED WITH NEW CONSTRUCTION.
- CONTRACTOR SHALL OBTAIN APPROVAL FROM THE ENGINEER FOR ALL EQUIPMENT LOCATIONS PRIOR TO ANY FIELD INSTALLATION. ALL EQUIPMENT SHALL BE INSTALLED AS SHOWN.
- CONTRACTOR AND GEORGE CABINET SHALL NOT BE ALLOWED TO WATER FROM SPRINKLERS. CONTRACTOR SHALL NOTIFY SPRINKLER SYSTEMS AS NECESSARY.
- CONTRACTOR SHALL INSTALL CITY-SUPPLIED REINFORCING CABLES AND ASSOCIATED HARDWARE (2 FEET SIGN) ON OVERHEAD REFLECTIVE STREET NAME SIGNS IN ACCORDANCE WITH CITY DESIGN STANDARD 4005.
- THE CONTRACTOR SHALL REPAIR/REPLACE/RELOCATE ANY AND ALL DAMAGED LANDSCAPING, SIDEWALK, CURB, PAVEMENT OR ROADWAY SURFING TO THE SATISFACTION OF THE ENGINEER.
- CONTRACTOR SHALL REFER TO THE CITY ENGINEER IN THE EVENT OF A CONFLICT OR POTENTIAL CONFLICT WITH THESE PLANS AND/OR SPECIFICATIONS FOR THIS PROJECT.
- AS-BUILT DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER OF RECORD, WHO SHALL PROVIDE RECORD DRAWINGS AND ELECTRONIC AUTOCAD FILES TO THE CITY ENGINEER.
- CONTRACTOR SHALL OBTAIN A RIGHT-OF-ENTRY PERMIT FROM THE SOUTHERN CALIFORNIA RAILROAD (SCRR) (FORM MTR0004) FOR ALL WORK ON AND ADJACENT TO THE RAILROAD RIGHT-OF-WAY.
- ALL WORK IN THE RAILROAD RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH SCRR STANDARDS AND PROCEDURES.
- PAVEMENT STRUCTURAL SECTIONS SHOWN ARE MINIMUM AND SUBJECT TO REVISION AND APPROVAL OF THE CITY ENGINEER AS DETERMINED BY SOIL TESTS AFTER COMPLETION OF ROUGH GRADING.
- THE USE OF A.C. PAVEMENT AND/OR BASE COURSE MATERIAL FOR STRUCTURAL STREET SECTIONS SHALL BE RECOMMENDED BY A GEOTECHNICAL REPORT AND SUBMITTED TO THE CITY OF FONTANA FOR APPROVAL UPON COMPLETION OF PAVING.

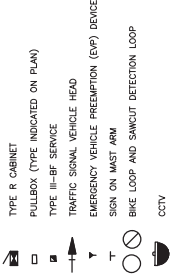
### INDEX OF SHEETS:

- SHEET 1 TITLE SHEET
- SHEET 2 TRAFFIC SIGNAL PLAN FOR CITRUS AVE AND CERES AVE
- SHEET 3 TRAFFIC SIGNAL PLAN FOR CITRUS AVE AT-GRADE HIGHWAY CROSSING

### SIGN LEGEND:



### LEGEND:



BASELINE AVE				PALMETTO AVE
FOOTHILL BLVD				
ARROW RTE		RAILROAD TRACKS		
MERRILL AVE		CERES AVE		
CHERRY AVE		CITRUS AVE		
		BEECH AVE		
RANDALL AVE		SERRA AVE		

### VICINITY MAP

NOT TO SCALE

PROJECT SITE



NOT FOR CONSTRUCTION

EXHIBIT A  
IMPROVEMENT PLANS  
License No. 22-1002714



REV.	REASON FOR CHANGE	DATE	ENG.	DATE

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.



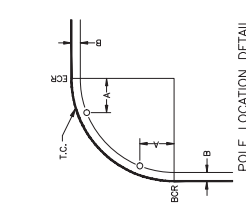
CITY OF FONTANA, CALIFORNIA		TITLE SHEET	
DESIGN BY: C-JL	CITRUS AVENUE	SCALE:	DATE: 06/16/2021
DESIGNED BY: C-JL	CERES AVENUE	ISSUED BY: M-L	DRAWING NO.: 1
CHECKED BY: M-L		APPROVED BY: M-L	DATE: 06/23/21
DATE: 06/23/21		DATE: 06/23/21	ISSUED BY: M-L
DATE: 06/23/21		DATE: 06/23/21	ISSUED BY: M-L



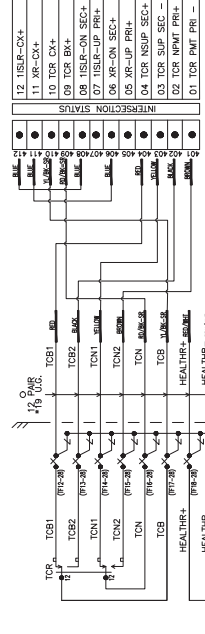
CONDUCTOR SCHEDULE

Table with columns: AWG SIZE, WIRE OR CABLE TYPE, CIRCUIT, CONDUCTOR RUN NUMBER. Lists various cable types and their corresponding conductor numbers.

POLE LOCATION DETAIL



NO SCALE



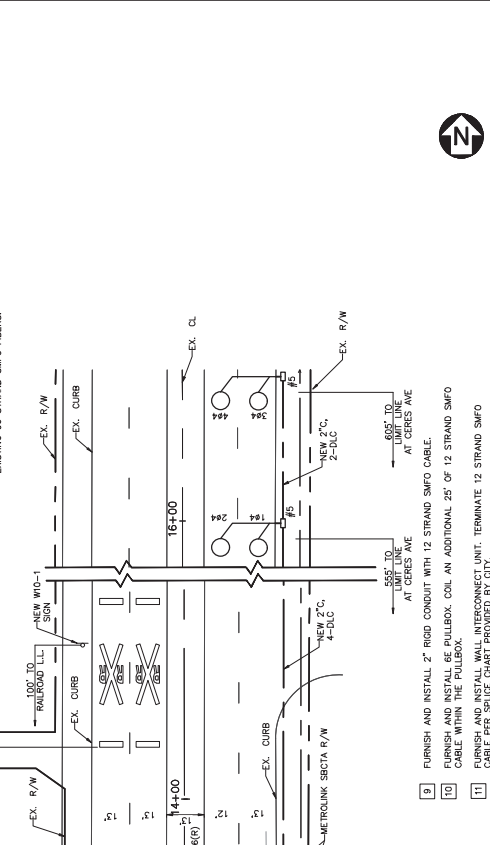
RAILROAD INTERCONNECTION

NO SCALE

POLE AND EQUIPMENT SCHEDULE table with columns: No., TYPE, HEIGHT, SIGNAL, LUM, LED, LUMINAIRE, R.S.N.S., M.A., FED, QUAD, ARW, LOCATION, REMARKS.

TRAFFIC SIGNAL CONSTRUCTION NOTES (THIS SHEET ONLY)

- 1. INSTALL CITY FURNISHED ECONOLITE COBALT CONTROLLER EQUIPMENT PACKAGE...
2. FURNISH AND INSTALL TYPE III-BE SERVICE EQUIPMENT ENCLOSURE PER CITY OF FONTANA AND SOUTHERN CALIFORNIA EDISON COMPANY REQUIREMENTS...
3. INSTALL THREE (3) TYPE E QUEUE CUTTER LOOPS AS SHOWN.



CITRUS AVENUE (35 MPH)

EXHIBIT A IMPROVEMENT PLANS License No. 22-1002714

NOT FOR CONSTRUCTION

Administrative information including project name (CITY OF FONTANA, CALIFORNIA), plan title (TRAFFIC SIGNAL AND LIGHTING PLAN), scale (1"=20'), and dates.

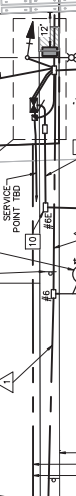
CONDUCTOR SCHEDULE

Table with columns: PROPOSED PHASE DIAGRAM (QUEUE-CUTTER SIGNAL), GROUP A, GROUP B, GROUP C. Shows signal phase status (NOT USED, USED).

QUEUE-CUTTER SIGNAL SEQUENCE:

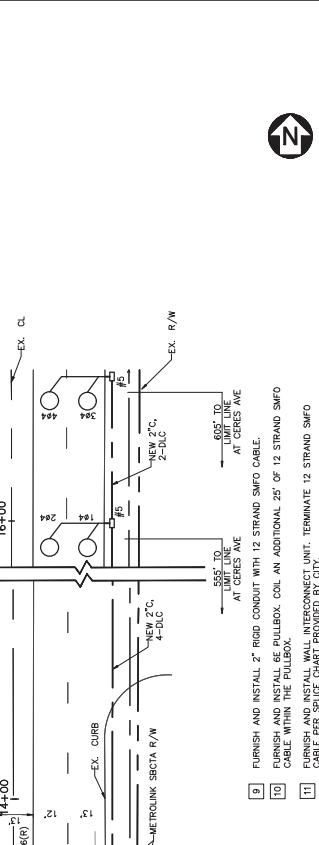
- 1. REST WHILE DISPLAYING GREEN INDICATORS PERMITTING TRAFFIC TO PROCEED ACROSS THE GRADE CROSSING (42 AND 46).
2. FOLLOWING AN ACTIVATION FROM THE VEHICLE PRESENCE DETECTION SYSTEM WHEN THE QUEUE-CUTTER DETECTION LOOPS DETECT VEHICLE PRESENCE FOR 3-SECONDS.

NO SCALE



RAILROAD INTERCONNECTION

NO SCALE



CITRUS AVENUE (35 MPH)

EXHIBIT A IMPROVEMENT PLANS License No. 22-1002714

NOT FOR CONSTRUCTION

Administrative information including project name (CITY OF FONTANA, CALIFORNIA), plan title (TRAFFIC SIGNAL AND LIGHTING PLAN), scale (1"=20'), and dates.

**EXHIBIT “B”**

**INSURANCE REQUIREMENTS FOR LICENSE AGREEMENT**

Exhibit "B"

**INSURANCE REQUIREMENTS**

1. AGREEMENT shall mean the permit, license, lease, or location specific exhibit to which this Exhibit is attached. WORK shall mean any activity or use permitted under the AGREEMENT. The holder of the AGREEMENT is hereinafter referred to as LICENSEE. LICENSEE shall at all times during the term of the AGREEMENT or for such other periods as required herein, procure and maintain broad form insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, the use of SBCTA property hereunder by the LICENSEE, its agents, representatives, employees, or subcontractors, with coverage at least as broad as the following minimum requirements specified below. Selected subparagraphs to this Paragraph 1 shall apply:

1.1.  Worker's Compensation/Employer's Liability. The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the WORK by LICENSEE, any subcontractor of any tier. All subcontractors of any tier performing any portion of the WORK for LICENSEE shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of LICENSEE and all parties named as Indemnitees by the AGREEMENT. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

1.2.  Commercial General Liability. The policy must include the following:

- LICENSEE shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$7,000,000 each occurrence**. If the AGREEMENT value is equal to or in excess of \$25,000,000, then the combined limit of liability shall be no less than **\$25,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in the AGREEMENT), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
  - \$2,000,000 per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
  - If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 25 04).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.

- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subcontractors of any tier performing any portion of the WORK for LICENSEE shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000
- Personal injury and advertising limit \$1,000,000
- Products-completed operations aggregate limit \$2,000,000

All subcontractors' deductibles or self-insured retentions must be acceptable to SBCTA's Risk Manager.

1.2.1.  Commercial Liability – Railroads. The CGL policy shall not exclude coverage of contractual liability relating to railroads or shall be endorsed by ISO Form CG 24 17, or equivalent acceptable to SBCTA, to remove such exclusions to coverage.

1.3.  Umbrella/Excess CGL. The policy must include the following:

- If the LICENSEE elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
  - The umbrella or excess policy shall follow form over the LICENSEE's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
  - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
  - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
  - The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees in the AGREEMENT.

1.4.  Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$5,000,000 each accident**. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with Section 1.3 (Umbrella/Excess CGL), above.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the WORK.
- Combined Bodily Injury and Property Damage Liability insurance

The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

1.5.  Pollution Liability The policy must include the following:

- \$2,000,000 per claim or occurrence limits/\$4,000,000 in the aggregate

- If the WORK involves mold identification / remediation, the policy shall not contain a mold exclusion and the definition of “Pollution” shall include microbial matter including mold.
- If the WORK involves lead-based paint or asbestos identification/remediation, the policy shall not contain lead-based paint or asbestos exclusions.

1.6.  Railroad Protective Liability Insurance: Insurance Services Office Form Railroad Protective Liability, AAR-AASHTO (ISO/RIMA), in the name of SCRRA with respect to the operations they or any of their subcontractors perform on the Property. Minimum Limits: **\$2 million per occurrence**, combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property, including the loss of use thereof. A **\$6 million annual aggregate** shall apply. If providing coverage on the London claims-made form, the following provisions shall apply:

- The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$9 million aggregate may apply.
- Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- If equivalent or better, wording is not contained in the policy form, the following endorsement must be included:
  - It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

In cases of low hazard activity and insignificant risk to rail facilities, and if the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of the Contractor are explicitly notified, trained, and supervised such that they are not permitted to have any contact with the track or its related improvements, the Railroad Protective Liability Insurance requirement may be waived by SBCTA, or its designated representative, in SBCTA’s sole and absolute discretion, where SBCTA’s agreements and obligations with rail operators allow it.

## 2. General Provisions

- 2.1. Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA’s Risk Manager.
- 2.2. Additional Insured Coverage. All policies, except those for Workers’ Compensation insurance, shall be endorsed by ISO Form CG 20 12, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the LICENSEE permitted under this AGREEMENT, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.
- 2.3. Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any WORK, as SBCTA specifies. Certificate(s) of insurance, as

evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in the AGREEMENT together with Exhibit B; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, LICENSEE shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, LICENSEE shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. LICENSEE will pay, and shall require its sub-contractor to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's expressed written approval no deductibles or SIR above \$1,000,000 will be allowed. At the option of SBCTA, if the deductible or SIR above is approved and it is greater than \$1,000,000, the LICENSEE shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the LICENSEE shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to LICENSEE. The LICENSEE's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any LICENSEE's deductible or SIR.

2.5 LICENSEE's and Subcontractors' Insurance will be Primary. All policies required to be maintained by the LICENSEE or any subcontractor with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of LICENSEE's nor subcontractors' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, LICENSEE hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, LICENSEE shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. LICENSEE shall require all of the policies and coverages required in Exhibit B to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit LICENSEE from waiving the right of subrogation prior to a loss or claim.

2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, LICENSEE will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, LICENSEE will provide SBCTA ten (10) days prior written notice. In any event, LICENSEE will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which LICENSEE receives within one business day after LICENSEE receives it by submitting it to SBCTA at [procurement@gosbcta.com](mailto:procurement@gosbcta.com) to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of the AGREEMENT.

2.8 Enforcement. SBCTA may take any steps as are necessary to assure LICENSEE's compliance with its insurance obligations as identified within the AGREEMENT and / or Exhibit B. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the

event the LICENSEE fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the LICENSEE or withhold such expense from amounts owed LICENSEE, or terminate the AGREEMENT. The insurance required or provided shall in no way limit or relieve LICENSEE of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve LICENSEE for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve LICENSEE, or any subcontractor of any tier, of their obligations to exercise due care in the performance of their duties in connection with the WORK, and to complete the WORK in strict compliance with the AGREEMENT.

2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of Exhibit B shall not act as a waiver to enforcement of any of these provisions at a later date.

2.10 Contractors and Subcontractors Insurance. Insurance required of the LICENSEE shall be also provided by subcontractors, or by LICENSEE on behalf of all subcontractors, to cover WORK, performed by said subcontractors, permitted under the AGREEMENT. LICENSEE may reduce types and the amounts of insurance limits provided by subcontractors to be proportionate to the amount of the subcontractor's contract and the level of liability exposure for the specific type of work performed by the subcontractor. LICENSEE shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subcontractor.

2.11 Higher limits. If LICENSEE maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by LICENSEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

2.12 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**EXHIBIT “C”**

**PERMITTED HAZARDOUS MATERIAL**

No hazardous material is permitted to be used or stored on Premises.



**EXHIBIT “D”**

**ADDITIONAL REQUIREMENTS**

## Exhibit "D"

### **ADDITIONAL REQUIREMENTS**

The following Additional Requirements are imposed on the Tenant/Licensee/Permittee and all of its contractors, subcontractors, employees, laborers or other persons performing any work upon SBCTA property on behalf of Tenant/Licensee/Permittee, and are made part of the terms of the Lease/License/Permit to which this Exhibit D is attached ("Agreement").

As used hereinafter, the term "Contractor" shall include the Tenant/Licensee/Permittee and each and every one of its contractors, subcontractors, employees, laborers, agents or other persons performing any work upon SBCTA property on behalf of Tenant/Licensee/Permittee; and the term "railroad operator" or "operating railroad" shall mean Southern California Regional Rail Authority (SCRRA), Burlington Northern Santa Fe Railroad Railway Company (BNSF) and/or any other railroad company or rail carrier having operating rights over rail lines owned or controlled by SBCTA.

Contractor shall fully comply with each and every one of the Additional Requirements below which is in any way applicable to the type of use, construction, installation or facility allowed under the Contractor's Agreement and approved by SBCTA as required thereunder ("Permitted Use"). The inclusion of an Additional Requirement below that is not in any way applicable to the Contractor's Permitted Use shall not imply any right, permission or consent to expand the Permitted Use in any way.

1. Contractor agrees to execute and deliver to each railroad operator prior to commencing any work within the rail right-of-way, a railroad Right of Entry Agreement which will include agreement to abide by each railroad operator's rules and requirements for construction on railway property. Contractor shall secure approval from SBCTA and each railroad operator of the design of any structures and facilities prior to commencing work on their construction or installation.
2. Contractor will acquire and comply with any and all additional permits required by the railroad operator(s), affected public utilities and/or by any government agency having jurisdiction. Any permit fees, inspection fees, flagging fees, or costs associated with the use or maintenance of the Premise by any governmental agency, department, or organization, and any labor expenses for the installation or maintenance of any permitted improvements are the Contractor's sole responsibility. Fully conformed copies of all permits are to be provided to SBCTA. Additional permits required of the Contractor may include but are not limited to encroachment permits, Storm Water Pollution Prevention Plans, environmental permits, temporary use permits, regulatory permits and third party utility permits. Contractors shall have all original executed agreements and permits on hand while on site and will present them on demand of representative of SBCTA and/or the railroad operator(s). Prior to the commencement of work, the contractor shall submit to SBCTA for review and approval, a description of the work process including a detailed schedule of all work activities to be carried out on SBCTA property.

SCRRA's Right of Way Engineers Office - (909) 394 - 3418;

BNSF's Roadmaster Office - (909) 386 - 4061

## Exhibit "D"

3. Contractor at its sole cost and expense shall obtain and maintain, in full force and effect, insurance, as required by SBCTA and the railroad operator(s) during the entire construction period. The Contractor shall furnish copies of the insurance certificates to SBCTA and all affected railroad operators.
4. Contractor agrees to comply with instructions of SBCTA and each railroad operator's Employee-In-Charge (EIC) and other representatives in relation to the proper manner of protection of the tracks and the traffic moving thereon, pole lines, signals and other property of SBCTA or its member agencies, tenants or licensees at or in the vicinity of the work, and shall perform the work at such times as not to endanger or interfere with safe and timely operations of railroad operators or of SBCTA's track and other facilities.
5. Contractor will call the appropriate operating railroad to arrange for flagging services a minimum of fifteen (15) working days prior to beginning work. Although every effort is made to accommodate schedules, prior notification does not guarantee the availability of protective/flagging services for the proposed date of work. The SCRRA/BNSF flagman/EIC has sole authority to protect safe railroad operations and infrastructure, therefore, only they and their representatives are permitted to perform flagging operations within the railroad right-of-way. At all times the contractor shall follow the flagman/EIC's direction. Contractor's work may not proceed in the absence of a flagman in accordance with applicable rules. At no time shall any contractor be permitted to cross any track or place or maintain any personnel or equipment within the railroad right-of-way without the permission of the railroad flagman.

SCRRA's Flagging Office (213) 305-8424

BNSF's Flagging Office (909) 386-4061

6. Prior to the start of construction and at the contractor's expense, all personnel including subcontractors and third parties shall complete SCRRA's/BNSF's Third Party Safety Training course, which is required for all work near or within the railroad right-of-way. Evidence of training must be supplied upon request of SBCTA and its representatives. No work may commence on the railroad right-of-way until this training has been completed. The contractor shall make the necessary arrangements for each equipment operator to have constant and direct radio contact with their foreman. The foreman will in turn have constant and direct contact with the SCRRA/BNSF flagman/EIC.
7. Contractor shall be responsible for the location and protection of any and all surface, sub-surface, and overhead lines, structures and improvements. Contractor shall not damage, destroy or interfere with any existing encumbrances, licenses and rights (whether public or private), granted upon or relating to the railroad right-of-way. It shall be the Contractor's responsibility to contact Underground Alert and locate all underground facilities prior to the commencement of construction. At the same time, the contractor shall notify the operating railroad for signal and communications cables and conduits mark-outs. Contractor shall obtain permission from the owners of any fiber optic, gas, electrical, water, oil or other lines which may be impacted by work on or any use of the Premises by Contractor.

SCRRA Signal Department (909) 592-1346

BNSF Signal Department (909) 386-4051

**Exhibit "D"**

- 8. In case of signal emergencies or grade crossing problems, the contractor shall call the following emergency numbers.**

**SCRRA Signal Emergency Department (888) 446-9721**

**BNSF Signal Emergency Department (909) 386-4051**

9. Contractor shall prepare and submit traffic control plan for SBCTA/SCRRA approval for projects that will affect vehicular traffic at an existing highway-rail grade crossing.
10. If SBCTA or any of its associated rail entities or railroad operators deem it necessary in the future, to modify, or to build additional, track or tracks or other facilities in connection with the operation of its railroad, at the request of SBCTA, contractor shall modify, at its own expense, any or all of its permitted facilities to conform to the rail facilities.
11. Both Contractor and SBCTA acknowledge that the Premises is Licensed in "AS IS" condition and any track removal, grading, paving and fencing as may be necessary or required to meet Contractor's needs will be the sole responsibility and at the sole cost of the Contractor and subject to SBCTA's and any affected operating railroad's prior review and approval, which may be withheld in SBCTA's or the affected operating railroad's sole and absolute discretion. SBCTA or the affected operating railroad may require that any track removal and/or other work within the right-of-way be done by SBCTA or the railroad operator, respectively, but all such work shall remain at the sole cost of the Contractor, who may be required to deposit the estimated cost plus 25% in advance of the work, subject to refund or additional charge at the conclusion of the work. No permanent structures may be constructed on the premises without SBCTA's prior written approval. Contractor will be responsible for the removal of any or all permitted improvements upon termination of Agreement as directed by SBCTA.
12. Contractor shall pay for any and all utilities for its benefit, security and use.
13. SBCTA makes no warranties as to the suitability of the location for Contractor's intended use, and Contractor assumes all risks as to environmental compliance, zoning, visibility, or any other factors which may affect Contractor's intended use of the premises.
14. Boring of carrier or direct burial utilities by directional boring methods is prohibited.
15. Signs are not permitted on or along the perimeter of the Premises unless such signs were requested and approved under Contractor's original proposal and covered by the required insurance. The contractor shall install permanent signs identifying the location of pipes at the edge of the railroad right-of-way unless within a public grade crossing.
16. Contractor shall not bring upon or use any import soil on the Premises in conjunction with any purposes allowed under this Agreement, until said import soil has been laboratory tested by a certified hazardous waste testing laboratory and the test results have been approved by SBCTA. Additionally, any soil currently existing on the Premises may not be spread on the Premises unless and until it is characterized as clean soil to the reasonable satisfaction of SBCTA. All soil piles are to be placed on a barrier to prevent intermingling with surface soils.

## Exhibit "D"

17. Contractor shall keep the Premises free and clear of weeds, trash, vegetation, unauthorized vehicle parking and graffiti and from occupancy by transients/homeless persons or individuals. Contractor shall be fully responsible for all maintenance and maintenance of adjoining SBCTA property that is required or necessary in connection with Contractor's use of Premises.
18. Prior to commencement of construction, the contractor shall submit to SBCTA / SCRRA a plan showing the proposed method of casing installation, construction access, stockpile locations, SWPPP control measures, fencing type and location and a milestone schedule.
19. For pipelines carrying flammable or hazardous materials, the contractor shall adhere to special conditions stated in the Right of Entry (ROE) Agreement.
20. The jacking and receiving pits shall be constructed outside of the railroad right of way unless shown on the SBCTA approved plans and shall not be located between any track and the automatic signal gate arms. The contractor shall layout the proposed jack and bore pits prior to the commencement of work. Only after the SBCTA/SCRRA inspector has approved the layout will the Contractor be allowed to begin work.
21. Contractor shall construct a temporary fence along the railroad right-of-way, or along the edge of pits closest to the track, on both sides of the pit, extending 50-feet in both directions from the pit, and measuring a minimum of 6-feet high. Fences are not required for work at grade crossings. Contractor shall pave the Premises area with asphalt or concrete, when requested, around the entire perimeter of the property as described in the Agreement in Part I and Exhibit "A". Contractor shall be responsible for total expense of fencing and asphalt.
22. All jack and bore operations within the railroad right-of-way shall be performed continuously on a 24-hour basis until work is completed with a SCRRA/BNSF flagman and SCRRA/BNSF inspector present at all times. Should work begin without the flagman and inspector present, the work will be halted and any casing installed will be abandoned in place, pressure grouted full, and capped to the satisfaction of SBCTA.
23. The contractor shall submit to SBCTA/SCRRA for review, drawings and calculations for any shoring that may affect or be influenced by the railroad tracks. All shoring designs shall comply with the requirements of, and be approved by, SBCTA and/or the affected operating railroad. All drawings and calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.
24. Prior to commencement of work, the contractor shall submit to SBCTA/SCRRA for review, load calculations for the proposed jacking casing with applied load as defined by Cooper E-80 with a 50% added impact load. The calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.
25. Should ground water or loose or unstable soils conditions be encountered during construction, the contractor shall immediately stop work, notify the railroad flagman, provide necessary structural support to track and other railroad structures, and notify the affected operating railroads and SBCTA. It shall be the responsibility of the contractor to make necessary corrections to the construction process to allow for said conditions.
26. All underground utilities under railroad tracks shall be encased in a larger pipe or conduit called the "casing pipe". Said casing pipe shall be installed across the entire width of the

## Exhibit "D"

railroad right-of-way and shall extend beyond the right of way a minimum of 10-feet. The top of the casing shall have a minimum depth of 6-feet below the top of tie and a minimum depth of 5-feet below ground surface including bottom of ditches and other low points within the railroad right-of-way. All ends of the casing pipe shall be sealed unless otherwise authorized by SBCTA. Casing and carrier pipes shall be constructed to prevent leakage of any substance. When casing pipes are sealed at each end, vent pipes shall be installed. All casing pipes shall be installed with a minimum slope of 1%. Installation of casing pipes by open trenching is prohibited.

27. Abandoned pipes shall be removed from their casing pipes. The empty casing pipe shall be pressure grouted full for the entire length of the pipe. Should there be no casing pipe; the abandoned pipe shall be pressure grouted full the entire length of the pipe. A SBCTA / SCRRA inspector must be present during the grouting process.
28. Casing jacking shall adhere to the following requirements:
  - a. This method shall be in accordance with the American Railway Engineering and Maintenance of Way Association recommended practices, Volume 1, Chapter 1, Part 4, "Earth Boring and Jacking Culvert Pipe Through Fills." This operation shall be conducted without hand-mining ahead of the pipe and without the use of any type of boring, augering, or drilling equipment.
  - b. Bracing and backstops and jacks shall be designed and used with sufficient rating so that the jacking can progress without stoppage (except for adding lengths of pipe) until the leading edge of the pipe reaches the receiving pit.
  - c. During jacking, an earth plug 1.5 times the diameter of the casing shall be maintained at all times. Jacking operations shall be continuous on a non-stop, 24-hour per day basis until the jacking operation is completed.
29. Casing boring shall adhere to the following requirements:
  - a. This method consists of pushing the pipe into the fill with a boring auger rotating within the pipe to remove the spoil. When augers or similar devices are used for casing replacement, the front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the casing so that there will be no unsupported excavation ahead of the casing. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than one-half inch. The face of the cutting head shall be arranged to provide reasonable obstruction to the free flow of soft or poor material.
  - b. The use of water or other liquids to facilitate casing placement and /or spoil removal is prohibited.
  - c. Plans and descriptions of the auger stop arrangement to be used shall be submitted to SBCTA / SCRRA for approval prior to commencement of work.

## Exhibit "D"

- d. Any method which employs simultaneous boring and jacking or drilling and jacking for pipes over 8-inches in diameter that does not adhere to the above requirements will not be permitted. For casings 8-inches and smaller in diameter, augering or boring without the same requirements may be considered if approved by SBCTA/SCRRA.
30. If an obstruction is encountered during installation of the casing pipe that will stop the forward action of the pipe, and it becomes evident that it is impossible to advance the pipe, operations will cease and the pipe shall be abandoned in-place and pressure grouted full before continuing with work. Location, length, and depth of abandoned casing pipes and carrier pipes shall be shown on the as-built drawings.
31. Bored or jacked installations shall have a bored-hole diameter essentially the same as the outside diameter of the casing plus the thickness of the protective coating. If voids should develop or if the bored-hole diameter is greater than the outside diameter of the casing pipe, plus coating, by more than approximately 1-inch, grouting or other methods as approved by SBCTA/SCRRA shall be employed to fill such voids.
32. Pressure grouting of the soils before or during jacking or boring may be required to stabilize the soil, control water, prevent loss of material, and prevent settlement or displacement of the ground and/or tracks. Grout shall be cement, chemical or other special injection material selected to accomplish the necessary stabilization. The grouting contractor shall be a specialist in the field with a minimum of 5-years continuous experience of successfully grouting soil. Materials to be used and the method of injection shall be prepared by a California licensed Geotechnical Engineer, or by an experienced and qualified company specializing in this work and submitted for approval by SBCTA/SCRRA prior to the commencement of work. Proof of experience and competency shall accompany the submission.
33. When water is known or expected to be encountered, pumps of sufficient capacity to handle the flow shall be maintained at the site and be constantly attended operationally on a 24-hour per day basis until the SBCTA/SCRRA inspector determines their operation can be safely halted. When dewatering, close observation shall be maintained to detect any settlement or displacement of track, ground, or facilities.
34. The dewatering system shall lower and maintain the ground water level a minimum of 2-feet below the invert at all times during construction by utilizing well points, vacuum well points, or deep wells to prevent the inflow of water or water and soil into the heading. Ground water observation wells may be required to demonstrate that the dewatering requirements are being complied with.
35. The proposed methods of dewatering shall be submitted to SBCTA/SCRRA prior to the commencement of work. The discharge from the dewatering operations in the vicinity of the railroad shall be carefully monitored. Should excessive fine soils particles, pollutants, or hazardous materials or fluids be observed at any time during the dewatering process, the dewatering shall be halted immediately and cannot resume until the unsatisfactory condition is remedied to the satisfaction of the SBCTA/SCRRA inspector.

## Exhibit "D"

36. All backfilling shall be at 90% relative dry compaction. For areas within or that affect the railroad right-of-way, the contractor shall submit a compaction report prepared by a California licensed Geotechnical Professional Engineer prior to release of any deposited fund balance.
37. The Contractor shall remove all temporary facilities constructed on the railroad right-of-way, debris, and other items not originally at the site prior to construction and shall notify SBCTA and any affected operating railroad that all construction has been completed. After as-builts have been received, SBCTA inspects the construction site and signs-off the work, SBCTA will release any unused deposit funds it holds. Contractor shall be responsible to arrange refunds due from any affected operating railroads.
38. A minimum of five feet (5') clearance is required above signal and communication lines for overhead crossings.
39. Poles for any use within the railroad right-of-way must be located fifty-feet (50') out from the centerline of the railroad main, branch and running tracks, CTC sidings, and heavy tonnage spurs. Pole locations adjacent to industry track must provide at least a ten foot (10') clearance from the centerline of track, when measured at right angles. If located adjacent to curved track, then said clearance must be increased at the rate of 1.5 inches per degree of curved track.
40. Regardless of the voltage, un-guyed poles shall be located a minimum distance from the centerline of any track, equal to the height of the pole above the ground-line plus ten feet (10'). If guying is required, the guys shall be placed in such a manner as to keep the pole from leaning/falling in the direction of the tracks.
41. Poles must be located a minimum distance from the railroad signal and communication line equal to the height of the pole above the ground-line or else be guyed at right angles to the lines. High voltage towers (34.5 kV and higher) must be located off railroad right-of-way.
42. Grade crossings or temporary grade crossing must not be installed under or within five-hundred feet (500') of the end of any railroad bridge, or three hundred feet (300') from the centerline of any culvert or switch area.
43. For overhead crossings, complete spanning of the property is encouraged with supportive structures and appurtenances located outside of the railroad property. For electric supply and communication lines, normally the crossing span shall not exceed one-hundred fifty-feet (150') with adjacent span not exceeding 1.5 times the crossing span length. For heavier type construction, longer spans will be considered.
44. To ensure that overhead crossings are clear from contact with any equipment passing under such wires, communication lines shall be constructed with a minimum clearance above top of rail of twenty-eight feet (28').. Electric lines must have a fluorescent ball marker on low wire over centerline track.
45. The utility owner will label the poles closest to the crossing with the owner's name and telephone number for emergency contact.
46. Overhead flammable and hazardous material lines are prohibited.



**Exhibit "D"**

- 47. Because inductive interference from certain types of lines have the potential to disrupt the railroad signal and communication systems causing failures with the signals, communication, and at-grade crossing warning devices, . SBCTA may require that an inductive coordination study be performed prior to approval of the permitted use at the expense of the utility owner for proposed electrical lines crossing tracks.
- 48. Joint-use construction is encouraged at locations where more than one utility or type of facility is involved. However, electricity and petroleum, natural gas or other flammable materials shall not be combined.

Contract	SBCTA

Initials

## ***Minute Action***

### AGENDA ITEM:

***Date:*** *March 31, 2022*

***Subject:***

22-1002714 License Agreement - City of Fontana

***Recommendation:***

Under Executive Director Authority, pursuant to Policy No. 31602, execute License Agreement No. 22-1002714 between San Bernardino County Transportation Authority and City of Fontana for traffic signal and ADA compliant improvements, and approve City of Fontana self-insured retention amounts in excess of \$500,000, under Executive Director Authority pursuant to Policy No. 11000 for License Agreement No. 22-1002714. The license agreement has an annual Administration Fee to be billed in the amount of \$1,200 starting January 1, 2023 and each January 1<sup>st</sup> thereafter.

***Background:***

Pursuant to Rail Property Policy No. 31602, the Executive Director has the authority to approve and execute Grants of Use within the San Bernardino County Transportation Authority (SBCTA) right-of-way, on forms approved by the Board of Directors, or as approved by General Counsel. The policy requires that the Executive Director make certain findings prior to executing any grant of use, see attached document titled Executive Director Findings.

The City of Fontana desires to signalize the intersection of Citrus Ave and Ceres Ave, located approximately 300' south of the Citrus Ave Highway-Rail Crossing on the Southern California Regional Rail Authority (SCRRA) San Gabriel Subdivision at milepost (MP) 48.17 and has entered into a Design Services Agreement with SCRRA to have SCRRA develop railroad signal design plans for all railroad signal and communication facilities to support the City's project with a queue cutter at the crossing. The City of Fontana has requested this License Agreement to install queue cutter improvements appurtenant to the traffic signal at Citrus Ave and Ceres Ave and ADA compliant improvements at the intersection of Citrus Avenue and the San Gabriel Subdivision in the City of Fontana. The allowable improvements within SBCTA's San Gabriel Subdivision include installation of four (4) traffic signal poles, including signage on signal poles and appurtenant equipment and installation of a new service pedestal on the southwest corner of Citrus Avenue at the railroad crossing, with underground conduit to communicate with a queue cutter signal. Additionally, ADA compliant detectable warning surface will be installed at the four locations where sidewalk crosses the tracks. The California Public Utilities Commission's and SCRRA's preference is to locate crossing protection gates within 15' of the tracks in order to minimize the crossing distance within the protected area, consequently at such time that the San Gabriel Subdivision is improved to utilize double tracks at this crossing the crossing protections will need to be relocated.

Pursuant to Policy 11000, the Executive Director has authority to approve self-insured retentions and deductibles up to the stated insurance requirements for government agencies such as the City of Fontana. The Certificate of Coverage provided by the City of Fontana identifies that the City carries a \$1 Million Dollar Self-Insured Retention on all lines of coverage, which is in excess of the authority delegated to SBCTA's Risk Manager and Director of Special Projects and Strategic Initiatives and requires approval pursuant to Executive Director authority.

*Entity: San Bernardino County Transportation Authority*

An application fee of two thousand two hundred thirty dollars and no cents (\$2,230.00) has been paid and the receipt of the fee is attached to this item. Fees paid in accordance to this license include an annual administration fee of one thousand two hundred dollars and no cents (\$1,200.00) is imposed under Policy No. 31602 and Resolution No. 14-027. There are no annual use fees charged for this license as it is exempt under direction from SBCTA's General Counsel due to the licensee being an incorporated city. The fees described herein will be due annually commencing on January 1, 2023, as the first year, 2022, is included in the application fee.

***Financial Impact:***

This item is consistent with the Fiscal Year 2021/2022 Budget.

***Reviewed By:***

***Responsible Staff:***

Ryan Aschenbrenner, Right of Way Manager

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Approved  
Executive Director Approval Requests  
Date: March 31, 2022

Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 22-1002714 Amendment No.: \_\_\_\_\_  
 Contract Class: Receivable Department: Transit  
 Customer ID: Z-002714 Customer Name: CITY OF FONTANA  
 Description: License Agreement - City of Fontana for Traffic Signal and ADA Compliant Improvements at Citrus Avenue  
 List Any Accounts Payable Related Contract Nos.: \_\_\_\_\_

Dollar Amount					
Original Contract	\$	1,200.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>1,200.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>1,200.00</b>

**Contract Authorization**

Executive Director \_\_\_\_\_ Date: 11/30/2021 REDA \_\_\_\_\_ Item # 8059

**Contract Management (Internal Purposes Only)**

Zero Dollar Right of Way – Licenses Annual Payments

Accounts Receivable													
Total Contract Funding:		\$	1,200.00		Funding Agreement No:		22-1002714						
Beginning POP Date:		11/30/2021		Ending POP Date:		12/31/2039		Final Billing Date:		12/31/2039			
Expiration Date:		12/31/2039											
	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:		Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:	1080	30	0313	0360	43030001	1,200.00		GL:					-
GL:								GL:					-
GL:						-		GL:					-
GL:						-		GL:					-
GL:						-		GL:					-

Ryan Aschenbrenner  
Project Manager (Print Name)

Victor Lopez  
Task Manager (Print Name)

Additional Notes: Application Fees already collected in the amount of 2230. No annual Use Fee for City. Future Administration Fees to be billed annually commencing on January 1, 2023, and each January 1st thereafter.

# Executive Director Approval

ID# 8059

Executive Director Approval

Updated 2/25/2022 10:19 AM

Short Name:

License Agreement No. 22-1002714 with the City of Fontana

Status:

Submitted

Department:

Transit and Rail Program

Department Head:

Carrie Schindler

Target Meeting:

3/31/2022 12:00 AM (Thu) - Regular

Sponsors (Optional):

Category:

Executive Director ROW Use Agreement

Projects (Optional):

Choose Entity (Optional):

San Bernardino County Transportation Authorit

2/25 - AI: Pushed to March as agreement hasn't been sent out yet per Luis. Pending routing info from PM.  
 2/15 - BP: Approved by Betty Pineda in Stage 6, sent to Luis Medina at Stage 8.  
 2/15 - BP: formatting

## Details

Committee:

Executive Director Approval

Responsible Staff:

Ryan Aschenbrenner

## Workflow

Synchronize Routing

Edit View

Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Betty Pineda	Admin Assistant Grammar		Completed	
2	Ryan Aschenbrenner	Review		Completed	
3	Victor Lopez	Review		Completed	
4	Carrie Schindler	Review		Completed	
4	Hilda Flores	Review		Completed	
4	Miki Ewens	Review		Skipped	
4	Candie Hall	Review		Completed	
4	Beatriz Valdez	Risk Management Review		Completed	
4	Vedic Lee	Review		Completed	
4	Lisa Lazzar	Review		Completed	
4	Steven Keller	Risk Management Review		Completed	
5	Ryan Aschenbrenner	Review		Completed	
6	Betty Pineda	Final Admin Assistant Rev		Completed	
7	Julianna Tillquist	Review		Skipped	
8	<b>Luis Medina</b>	Print and mail contract		Pending	
9	Priscilla Lopez	Print and mail contract		Skipped	
10	Executive Director Approval	Meeting	03/31/22 12:00 AM	Pending	

WC-4325	<b>CERTIFICATE OF COVERAGE</b>	10/21/2021
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<p><b>PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT</b></p> <p><b>C/O ALLIANT INSURANCE SERVICES, INC.</b>  <b>PO BOX 6450</b>  <b>NEWPORT BEACH, CA 92658-6450</b>                  PHONE (949) 756-0271 / FAX (619) 699-0901                  LICENSE #0C36861</p>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER
	IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).
	COVERAGE AFFORDED <b>A - See attached schedule of insurers</b>

<p><b>Member:</b></p> <p>CITY OF FONTANA                  ATTN: TERRI TRUITT                  8353 SIERRA AVE.                  FONTANA, CA 92335</p>	COVERAGE AFFORDED <b>B</b>
	COVERAGE AFFORDED <b>C</b>
	COVERAGE AFFORDED <b>D</b>


**Coverages**  
 THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2021	07/01/2022	WORKERS' COMPENSATION: Difference between Statutory and Member's \$1,000,000 Retention  EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's Retention

**LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.**

Description of Operations/Locations/Vehicles/Special Items:  
 AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT NUMBER 22-1002714 BETWEEN CITY OF FONTANA AND SAN BERNARDINO TRANSPORTATION AUTHORITY FOR WORKED PERFORMED AT CITRUS AVENUE, NORTH OF CERES AVENUE, MP 48.10

THE AUTHORITY WAIVES ITS RIGHTS OF SUBROGATION AGAINST SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA), ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS AND VOLUNTEERS PURSUANT TO ENDORSEMENT NUMBER U-2.

<p><b>Certificate Holder</b></p> <p>SAN BERNARDINO TRANSPORTATION AUTHORITY                  ATTN: TRANSIT AND RAIL PROGRAMS                  1170 WEST 3RD ST, 2ND FL                  SAN BERNARDINO, CA 92410</p>	<p><b>Cancellation</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"></p> <p style="text-align: center;">Public Risk Innovation, Solutions, and Management</p>

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT  
EXCESS WORKERS' COMPENSATION PROGRAM  
2021/2022 SCHEDULE OF INSURERS  
CITY OF FONTANA**

PROVIDER	MEMORANDUM / POLICY NUMBER	LIMIT
Public Risk Innovation, Solutions, and Management	PRISM PE 21 EWC-95	<p>Workers' Compensation:  \$50,000,000 each accident/each employee  for disease  (Difference between \$50,000,000 and the  individual member's retention)</p> <p>Employers' Liability:  \$5,000,000 each accident/each employee  for disease  (Difference between \$5,000,000 and the  individual member's retention)</p>
Liberty Insurance Corporation	EW7-64N-444785-011	<p>Statutory each accident/each employee  for disease excess of  \$50,000,000</p>

**ENDORSEMENT NO. U-2  
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT  
EXCESS WORKERS' COMPENSATION**

**WAIVER OF SUBROGATION ENDORSEMENT**

It is understood and agreed that Section VIII. **SUBROGATION** of the **CONDITIONS** section of the Memorandum of Coverage is deleted in its entirety and replaced by the following:

VIII. SUBROGATION: In the event of any payment under this Memorandum, PRISM shall be subrogated, to the extent of such payment, to all the **Covered Party's** rights of recovery therefore, and the **Covered Party** shall execute all papers required and shall do everything that may be necessary to secure such rights. Any amount recovered as a result of such proceedings, together with all expenses necessary to the recovery of any such amount shall be apportioned as follows: PRISM shall first be reimbursed to the extent of its actual payment hereunder. If any balance then remains, said balance shall be applied to reimburse the **Covered Party**. The expenses of all proceedings necessary to the recovery of such amount shall be apportioned between the **Covered Party** and PRISM in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on the initiative of PRISM, the expenses thereof shall be borne by PRISM.

However, in the event of any loss payment under this Memorandum for which you have waived the right of recovery in a written contract entered into prior to the loss, we hereby agree to also waive our right of recovery but only with respect to such loss.

It is further agreed that nothing herein shall act to increase PRISM's limit of indemnity.

This endorsement is part of the Memorandum of Coverage and takes effect on the effective date of the Memorandum of Coverage unless another effective date is shown below. All other terms and conditions remain unchanged.

**Effective Date:**

**Memorandum No.:** PRISM 21 EWC-00

**Issued to:** ALL MEMBERS

**Issue Date:** June 25, 2021



Authorized Representative  
Public Risk Innovation, Solutions, and Management



GL1-17619	AI	<b>CERTIFICATE OF COVERAGE</b>	10/20/2021
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<p><b>Public Risk Innovation, Solutions, and Management</b>  <b>C/O ALLIANT INSURANCE SERVICES, INC.</b>  <b>PO BOX 6450</b>  <b>NEWPORT BEACH, CA 92658-6450</b></p> <p>PHONE (949) 756-0271 / FAX (619) 699-0901          LICENSE #0C36861</p>	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>
<p><b>Coverage Afforded</b></p>	<p><b>A- Public Risk Innovation, Solutions, and Management</b></p>

<p><b>Member</b>          CITY OF FONTANA          ATTN: TERRI TRUITT          8353 SIERRA AVE.          FONTANA, CA 92335</p>	<p><b>Coverage Afforded B</b></p>
	<p><b>Coverage Afforded C</b></p>
	<p><b>Coverage Afforded D</b></p>

**Coverages**

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
<b>A</b>	<input checked="" type="checkbox"/> Excess General Liability  <input checked="" type="checkbox"/> Auto Liability	PRISM PE 21 EL-90	07/01/2021	07/01/2022	\$7,000,000  \$5,000,000  Limits inclusive of the Member's Self-Insured Retention of \$1,000,000

**Description of Operations/Locations/Vehicles/Special Items:**

AS RESPECTS AGREEMENT NUMBER 22-1002714 BETWEEN CITY OF FONTANA AND SAN BERNARDINO TRANSPORTATION AUTHORITY FOR WORKED PERFORMED AT CITRUS AVENUE, NORTH OF CERES AVENUE, MP 48.10

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA), ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INsofar AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

THIS INSURANCE SHALL BE PRIMARY AND NO OTHER INSURANCE SHALL CONTRIBUTE PURSUANT TO ENDORSEMENT NUMBER U-9. THE AUTHORITY WAIVES ITS RIGHTS OF SUBROGATION AGAINST THE ADDITIONAL COVERED PARTY(IES) PURSUANT TO ENDORSEMENT NUMBER U-8.

<p><b>Certificate Holder</b></p> <p>SAN BERNARDINO TRANSPORTATION AUTHORITY          ATTN: TRANSIT AND RAIL PROGRAMS          1170 WEST 3RD STREET, 2ND FL          SAN BERNARDINIO, CA 92410</p>	<p><b>Cancellation</b>          SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Gina Dear</i></p> <p style="text-align: center;">Public Risk Innovation, Solutions, and Management</p>

**ENDORSEMENT NO. U-1**

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT  
GENERAL LIABILITY 1  
ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT**

It is agreed that the "**Covered Party**, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

**ADDITIONAL COVERED PARTY**

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

**AS RESPECTS:**

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date \_\_\_\_\_

Memorandum No. PRISM 21 EL-00

Issued to: ALL MEMBERS

Issue Date: June 25, 2021



Authorized Representative  
Public Risk Innovation, Solutions, and Management

**ENDORSEMENT NO. U-8**  
**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT**  
**GENERAL LIABILITY 1**  
**AMENDATORY ENDORSEMENT - WAIVER OF SUBROGATION**

It is understood and agreed that Condition 8. SUBROGATION, of the Memorandum to which it is attached, is deleted in its entirety and replaced by the following:

8. SUBROGATION

PRISM shall be subrogated to the extent of any payment hereunder to all the **covered party's** rights of recovery therefore; and the covered party shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned as follows:

Any interest (including the **covered party's**) having paid an amount in excess of the self-insured retention, plus the limit of liability, hereunder shall be reimbursed first to the extent of actual payment. PRISM shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the covered party. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by PRISM, it shall bear the expenses thereof.

Notwithstanding the above, PRISM waives its rights of subrogation against any person or organization with whom the **covered party** has entered into a written agreement that includes a waiver of subrogation, but only if the agreement is in effect before the injury, damage or liability occurs.

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

**Effective Date:**

**Memorandum No.** PRISM 21 EL-00

**Issued To:** ALL MEMBERS

**Issue Date:** June 25, 2021



Authorized Representative  
Public Risk Innovation, Solutions, and Management

## ENDORSEMENT NO. U-9

### PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT GENERAL LIABILITY 1

#### AMENDATORY ENDORSEMENT - PRIMARY/NON-CONTRIBUTORY

It is understood and agreed that Condition 7. OTHER COVERAGE of the Memorandum to which it is attached, is deleted in its entirety and replaced by the following:

#### 7. OTHER COVERAGE

If collectible insurance with an insurer, or collectible group coverage through another joint powers authority, interlocal cooperative agreement, self-insurance or other public entity group coverage is available to the **covered party** covering a loss also covered hereunder (whether on a primary, excess or contingent basis), the coverage hereunder shall be: (a) in excess of, and shall not contribute with, such insurance; and (b) shall contribute only with any excess group coverage available through another joint powers authority according to a pro-rata, time on the risk basis. However, this clause does not apply with respect to excess insurance purchased specifically to be in excess of this Memorandum, or to insurance or reinsurance which is intended to provide the remainder of the limit of liability stated in the Declarations of this Memorandum when the coverage afforded under this Memorandum provides less than 100 percent of the limit set forth in the Declarations. However, if the **covered party** has entered into a written agreement, prior to any loss event, in which it is agreed that this coverage shall be primary and/or non-contributory with respect to an additional **covered party** as specified in Endorsement U-1 of this Memorandum, then this coverage shall respond as primary and/or non-contributory, but shall be limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by the written agreement.

Notwithstanding the foregoing paragraph, if coverage for a claim or **suit** is available under this Memorandum and a memorandum of coverage issued in connection with the PRISM's Medical Malpractice Program, this Memorandum shall afford primary coverage only where the gravamen of the claim or **suit** involves liability covered hereunder. EIA staff will preliminarily assess the gravamen of the claim or **suit** and refer it to the committee responsible for the coverage believed to be applicable under this paragraph. Where that committee disputes PRISM's assessment of the gravamen of the claim or **suit** and rejects primary coverage, PRISM will thereafter refer the claim or **suit** to the committee responsible for the other applicable coverage. If that committee also rejects the primary coverage responsibility, the Executive Committee will determine which of PRISM's coverages is primary under this paragraph.

If the Member disputes the acceptance of primary coverage by a committee of PRISM's responsible for the coverage, the Member may appeal that decision to the Executive Committee. Appeal must be requested within 60 days of the coverage acceptance by PRISM.

If the Member is not satisfied with the outcome of the Executive Committee appeal or the determination by the Executive Committee as to which of PRISM's coverages is primary where no committee agreed to accept primary responsibility, the Member may invoke Section (d) and (e) of Article 31 of PRISM's Joint Powers Agreement and proceed to arbitration and, if necessary, litigation. For purposes of this paragraph, the Member must request to invoke Article 31 dispute resolution process within 60 days of the Executive Committee's determination as to which of PRISM's coverages is primary.

Where a memorandum of coverage issued in connection with PRISM's Medical Malpractice Program is determined to afford primary coverage pursuant to this section, the exhaustion of PRISM's limit of liability under the Medical Malpractice Program will satisfy the **covered party's** self-insured retention under this Memorandum.

Coverage for the additional **covered party** under this endorsement is limited to the written contract or agreement as specified on the Certificate of Coverage and Endorsement U-1 of this Memorandum.

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

**Effective Dat**

**Memorandum No.** PRISM 21 EL-00

**Issued to:** ALL MEMBERS

**Issue Date** June 25, 2021



Authorized Representative  
Public Risk Innovation, Solutions, and Management



State of California - Department of Fish and Wildlife  
**2021 ENVIRONMENTAL FILING FEE CASH RECEIPT**  
 DFW 753.5a (REV. 01/01/21) Previously DFG 753.5a

**Print**      **StartOver**      **Save**

RECEIPT NUMBER:  
 36 — 09102021 — 553  
 STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY <b>City of Fontana</b>	LEAD AGENCY EMAIL	DATE <b>09102021</b>
COUNTY/STATE AGENCY OF FILING San Bernardino	DOCUMENT NUMBER	

PROJECT TITLE  
 Citrus Avenue at Ceres Avenue Traffic Signal Project (ENV21-006)

PROJECT APPLICANT NAME <b>City of Fontana- Engineering Department</b>	PROJECT APPLICANT EMAIL	PHONE NUMBER <b>(909)350-7636</b>
PROJECT APPLICANT ADDRESS <b>8353 Sierra Ave</b>	CITY <b>Fontana</b>	STATE <b>Ca</b>
		ZIP CODE <b>92335</b>

PROJECT APPLICANT (Check appropriate box)

Local Public Agency     School District     Other Special District     State Agency     Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$3,445.25	\$ _____	0.00
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,480.25	\$ _____	0.00
<input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW	\$1,171.25	\$ _____	0.00

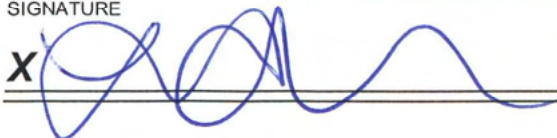
- Exempt from fee
- Notice of Exemption (attach)
  - CDFW No Effect Determination (attach)
- Fee previously paid (attach previously issued cash receipt copy)

<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$ _____	0.00
<input checked="" type="checkbox"/> County documentary handling fee		\$ _____	50.00
<input type="checkbox"/> Other		\$ _____	

PAYMENT METHOD:

Cash     Credit     Check     Other

**TOTAL RECEIVED**    \$ \_\_\_\_\_ **50.00**

SIGNATURE 	AGENCY OF FILING PRINTED NAME AND TITLE <b>Lisa Arredondo, Deputy Clerk</b>
--	--



NOTICE OF EXEMPTION

CLERK OF THE BOARD OF SUPERVISORS

TO: X Clerk of the Board of Supervisors
385 N. Arrowhead Avenue, 2nd Floor
San Bernardino, CA 92415-0130
Attn: Cindy Gilbert

FROM: City of Fontana
Planning Division
8353 Sierra Avenue
Fontana, CA 92335

2021 SEP 10 PM 2:02

- 1. Project Title: Citrus Avenue at Ceres Avenue Traffic Signal Project (ENV21-006)
2. Project Location - Specific: This project is located within the City of Fontana at the intersection of Citrus Avenue and Ceres Avenue.
3. (a) Project Location - City: Fontana
(b) Project Location - County: San Bernardino
4. Description of nature, purpose, and beneficiaries of project: This project will consist of installing a new traffic signal at the intersection of Citrus Avenue and Ceres Avenue, as well as a signal at the RR crossing just north of Ceres Avenue. Minor signing and striping restorations will also be included.
5. Name of Public Agency approving project: City of Fontana
6. Name of Person or Agency carrying out project: City of Fontana - Engineering Department 8353 Sierra Ave, Fontana, CA 92335
7. Exempt status: (X)
(A) Ministerial project.
(B) Not a project.
(C) Emergency project.
(D) X Categorical Exemption. State type and class number:
Class 1-15301.c (Existing Facilities)
Class 4 - 15304.f (Minor Alteration to Land)
(E) Declared Emergency.
(F) Statutory exemption. State Code Section Number.
(G) Other. Explanation.-
8. Reason why the project was exempt: The proposed improvements will be located at an existing two-way stop-controlled intersection with street and sidewalks. The project will assist drivers, in both passenger cars and large trucks, with turning movements at the intersection.
9. Contact Person: Kimberly Young Telephone: (909) 350-7632

CLERK OF THE BOARD OF SUPERVISORS
Date Received:
for Filing:
(Clerk Stamp Here)

Jeffrey Kim
Engineering Manager

DATE FILED & POSTED
Posted On: 09/10/2021
Removed On: 10/25/2021
Receipt No: 36-09102021-553

## PUBLIC UTILITIES COMMISSION

320 W. 4<sup>TH</sup> STREET, SUITE 500  
LOS ANGELES, CA 90013



September 21, 2021

File Number: XREQ 2021090003  
Citrus Avenue  
City of Fontana, San Bernardino County

Jeffrey Kim  
Engineering Manager  
City of Fontana  
8353 Sierra Ave  
Fontana, CA 92335

**SENT VIA E-MAIL**

**Re: General Order 88-B Request for Authority to Alter the Citrus Avenue At-Grade Highway-Rail Crossing Identified as CPUC Crossing No. 101SG-48.17 and DOT Crossing No. 026147A in the City of Fontana, San Bernardino County.**

Dear Mr. Kim:

This refers to your email received by us on September 2, 2021, requesting authorization, pursuant to California Public Utilities Commission (Commission/CPUC) General Order (GO) 88-B, to alter the Citrus Avenue at-grade highway-rail crossing (crossing) of the Southern California Regional Rail Authority (SCRRA) San Gabriel Subdivision tracks in the City of Fontana (City), San Bernardino County. The crossing is identified as CPUC Crossing Number 101SG-48.17 and DOT Number 026147A.

The crossing is comprised of one track and a four-lane roadway, with two through lanes in each direction. The crossing is equipped with two curb-mounted and two median mounted Commission Standard 9 (Flashing Light Signal Assembly with Automatic Gate Arm) warning devices. Approximately 25 freight trains and 30 passenger trains operate through the crossing daily, with a maximum speed of 79 miles per hour. The average daily traffic at the crossing is approximately 28,077 vehicles.

The City proposes the following alterations as indicated in the request letter and/or shown in the attachments:

- Install a traffic signal at the intersection of Citrus Avenue and Ceres Avenue.
- Install queue-cutter signals at the crossing for southbound and northbound traffic, with queue detection loops in each direction.
- Interconnect the proposed queue-cutter signals with the railroad warning devices, including advance preemption.
- Install detectable warning strips on all sidewalk crossing approaches.
- Install California Manual on Uniform Traffic Control Devices (CA MUTCD) compliant signage and pavement markings, including R8-8 "DO NOT STOP ON TRACKS" signs, R10-6 "STOP HERE ON RED" signs, W10-1 advance warning signs, "RXR" and railroad limit pavement markings.

The Commission's Rail Crossings and Engineering Branch (RCEB) investigated the request filed by the City and finds that it adequately addresses compliance and safety. As the City and SCRRA are in agreement as to the design and apportionments of the cost under the provisions of GO 88-B, the



Jeffery Kim  
XREQ 2021090003  
September 21, 2021  
Page 2 of 2

improvements as described in your request email and as summarized above are authorized. All parties shall comply with all applicable rules, including Commission GOs and the current version of the CA MUTCD, published by the California Department of Transportation. The City must complete all of the proposed alterations mentioned above for RCEB to consider this GO 88-B application closed.

SCRRA must ensure that Emergency Notification System signs are installed to comply with CFR Part 234.309.

Temporary traffic controls shall be provided in compliance with current version of the CA MUTCD. Refer to CA MUTCD Section 6G.18 and Figure 6H-46 regarding "Work in the Vicinity of a Grade Crossing."

This project is categorically exempt from the requirements of the California Environment Quality Act of 1970, as amended [California Public Resources Code 21084].

At least 45 days prior to the date that the new or modified interconnection is placed in service, the City and/or SCRRA shall notify RCEB by sending a notification to [rceb@cpuc.ca.gov](mailto:rceb@cpuc.ca.gov).

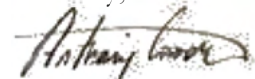
This authorization shall expire if the above conditions are not complied with, or if the proposed project is not completed within three years of the date of this letter. Upon written request to RCEB, the time to complete the project may be extended. Any written request for a time extension must include concurrence letters by involved parties in support of the time extension. If an extension is requested, RCEB may reevaluate the crossing prior to granting an extension.

Within 30 days after completion of this project, the City shall notify RCEB that the authorized work is completed by submitting a completed Commission Standard Form G titled *Report of Changes at Highway Grade Crossings and Separations*. Form G requirements and forms can be obtained at the CPUC web site at <http://www.cpuc.ca.gov/crossings/>. This report may be submitted electronically to [rceb@cpuc.ca.gov](mailto:rceb@cpuc.ca.gov).

At the conclusion of the project, SCRRA should electronically submit an updated Federal Railroad Administration (FRA) inventory form (Form F6180.71) reflecting the changes. 49 CFR 234 Section 234.409 requires the railroads to submit periodic crossing inventory updates a minimum of once every three years. RCEB requests a concurrent copy of the updated inventory form be submitted to [rceb@cpuc.ca.gov](mailto:rceb@cpuc.ca.gov).

If you have any questions, please contact Sergio Licon at (213) 576-7085 or [sal@cpuc.ca.gov](mailto:sal@cpuc.ca.gov).

Sincerely,



Anton Garabetian, P.E.  
Program Manager  
Rail Crossings and Engineering Branch  
Rail Safety Division

cc: **(SENT VIA E-MAIL)**  
Elizabeth Lun, Southern California Regional Rail Authority



**METROLINK.**

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY  
2558 Supply Street Pomona, CA 91767

[metrolinktrains.com](http://metrolinktrains.com)

Month Day, Year  
Debbie Brazill  
Deputy City Manager  
City of Fontana  
8353 Sierra Avenue  
Fontana, CA 92335

**SCRRA STARTUP PROJECT SUPPORT**

The City of Fontana (“CITY”) desires to improve the existing intersection of Citrus Avenue and Ceres Avenue in the City of Fontana adjacent to Southern California Regional Rail Authority’s (“SCRRA”) at-grade crossing on the San Gabriel Subdivision at MP 48.170 (DOT# 026147A). The existing intersection will likely be adding a traffic signal which may require modifications and/or interconnections with the adjacent at-grade crossing. The proposed work will require initial coordination between the City and SCRRA to understand SCRRA’s involvement with the project. Any work that requires updates or changes to the at-grade crossing must meet SCRRA’s current standard for grade crossings standards. The design of the intersection at Citrus Avenue and Ceres Avenue, as well as subsequent SCRRA coordination and services to meet current SCRRA standards, is hereinafter called the “PROJECT”.

SCRRA understands that the CITY desires SCRRA review and validate the PROJECT budget and prepare a Design Services Agreement (“DSA”) for SCRRA to provide technical support for the PROJECT, therefore SCRRA is requesting a deposit in the amount of \$12,500.00, which represents the SCRRA startup cost to allow SCRRA to open a Project Number for the project and to provide initial staff support until the DSA is fully executed.

SCRRA will require an additional deposit once the DSA is fully executed to initiate the PROJECT design services. The DSA provides for SCRRA staff and consultant(s) project support services throughout the design process, including railroad signal design, and the preparation of the required Construction and Maintenance Agreements.

These costs are only estimates and may vary, for which the CITY shall be responsible for reimbursements of all actual costs incurred to SCRRA.

a) SCRRA Project Budget Validation	\$2,500
b) SCRRA Preparation of Design Services Agreement	\$10,000
Total Startup Costs	\$12,500

Please acknowledge your acceptance of this SCRRRA Startup Project Support letter and return one original signed copy for our records. Upon receipt of your acceptance SCRRRA will prepare a deposit invoice in the amount of \$12,500.00 payable by the City of Fontana.

Sincerely,



Digitally signed by Joseph  
McNeely  
Date: 2019.10.14 16:40:22 -07'00'

---

Joseph McNeely, PE                      Date  
Principle Engineer, Standards and Design

*Acceptance Acknowledgement*

DS  
RS

DocuSigned by:  
*Debbie M. Brazill*                      10/15/2019  
9ED1970F4D994A8...

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Debbie Brazill                      Date  
Deputy City Manager  
City of Fontana

### Certificate Of Completion

Envelope Id: 279E094FD89643318BEA924AB11D63B8	Status: Completed
Subject: Letter of Agreement_SCRRA and City Citrus Avenue and Ceres Avenue Fontana	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Purchasing Office
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	8353 Sierra Avenue
	Fontana, CA 92335
	purchasing@fontana.org
	IP Address: 192.146.186.96

### Record Tracking

Status: Original	Holder: Purchasing Office	Location: DocuSign
10/15/2019 2:20:26 PM	purchasing@fontana.org	

### Signer Events

Ricardo Sandoval  
rsandoval@fontana.org  
Security Level: Email, Account Authentication (None)

### Signature



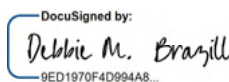
Signature Adoption: Pre-selected Style  
Using IP Address: 192.146.186.96

### Timestamp

Sent: 10/15/2019 2:24:27 PM  
Viewed: 10/15/2019 4:36:58 PM  
Signed: 10/15/2019 4:37:30 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 10/15/2019 4:36:58 PM  
ID: 27b704b2-46b0-4745-878c-b5a1c66de17e

Debbie M. Brazill  
dbrazill@fontana.org  
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
Using IP Address: 192.146.186.96

Sent: 10/15/2019 4:37:31 PM  
Viewed: 10/15/2019 4:52:21 PM  
Signed: 10/15/2019 4:53:52 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

### 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

### Carbon Copy Events

### Status

### Timestamp

Jeffrey Kim  
jkim@fontana.org  
Security Level: Email, Account Authentication (None)



Sent: 10/15/2019 4:53:53 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

### Witness Events

### Signature

### Timestamp

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	10/15/2019 4:53:53 PM
Certified Delivered	Security Checked	10/15/2019 4:53:53 PM
Signing Complete	Security Checked	10/15/2019 4:53:53 PM
Completed	Security Checked	10/15/2019 4:53:53 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **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.

### **Getting paper copies**

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, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

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

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

**Acknowledging your access and consent to receive materials electronically**

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

By checking the 'I Agree' box, I confirm that:

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



INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
09/28/2021	092821	For Grant App. Of Use for Citrus/Ceres Attn:Ryan S	\$2,230.00

**RECEIVED**  
**OCT 14 2021**  
**San Bernardino County**  
**Transportation Authority**

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
100117	San Bernardino Co Transportation Authority	130157	10/05/2021	\$2,230.00

DO NOT ACCEPT UNLESS THIS CHECK IS PRINTED WITH A PRISMATIC BACKGROUND, CONTAINS A VOID PANTOGRAPH, MICROPRINTING FACE AND BACK, UV FIBERS AND A WATERMARK ON THE REVERSE SIDE



**City of Fontana**

Accounts Payable  
 8353 Sierra Ave.  
 Fontana, CA 92335  
 (909) 350-7600

BANK OF AMERICA  
 16-66/1220

Vendor  
 Number  
 100117

Check  
 Date  
 10/05/2021

Check  
 Number  
 130157

VOID 90 DAYS FROM DATE OF ISSUE

\$2,230.00

\*Two Thousand Two Hundred Thirty Dollars and 00 Cents\*

Pay To the Order Of San Bernardino Co Transportation Authority  
 1170 W. 3rd Street 2nd Floor  
 Base Line, CA 92410-1715

*Agnes White*  
 Authorized Signature

MP

*Tonia Lewis*  
 Authorized Signature

MP



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

---

**File #:** 21-1289

**Agenda #:** H.

**Agenda Date:** 4/12/2022

**Category:** Consent Calendar

---

**FROM:**

Public Works

**SUBJECT:**

Approve an Agreement related to the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit

**RECOMMENDATION:**

Approve the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Implementation Agreement, entitled "Common Interest, Joint Defense, and Confidentiality Agreement Among Permittees" and Authorize the City Manager to execute the agreement on behalf of the City of Fontana as a Co-permittee.

**COUNCIL GOALS:**

- To concentrate on inter-governmental relations by working cooperatively with neighboring jurisdictions.
- To concentrate on inter-governmental relations by establishing partnerships and positive working relationships with other public agencies providing services to residents.

**DISCUSSION:**

The Municipal Separate Storm Sewer System ("MS4") Permit is issued jointly to the County of San Bernardino, the San Bernardino County Flood Control District ("SBCFCD"), and the sixteen incorporated cities in the Santa Ana River Watershed portion of San Bernardino County. The permit is regulated under the Santa Ana Regional Water Quality Control Board District 8 ("RWQCB"). The current San Bernardino County MS4 Permit Order No. R8-2010-0036, NPDES Permit No. CAS618036 ("Permit") expired on January 29, 2015, and was administratively extended by the RWQCB until a new permit is issued.

The San Bernardino County Flood Control District is the Principal Permittee. In accordance with the 2011 Implementation Agreement, SBCFCD's primary responsibilities are to administer the overall NPDES/MS4 stormwater program in conjunction with the cities, lead in the development of programs, act as the liaison with water board staff, and prepare the consolidated required reports. San Bernardino County and the sixteen incorporated cities ("Co-Permittees") are responsible to implement individual program elements within their respective jurisdictions and to fiscally support the County-wide program.

In anticipation of review and negotiations related to implementation of the proposed new permit, with the RWQCB, the San Bernardino County Flood Control District initiated the retention of legal representation for the Area-Wide Program (Myers Nave). The proposed MS4 Permit Common Interest, Joint Defense, and Confidentiality Agreement will allow Co-Permittees (including the City of

Fontana) to establish a common interest group, maintain confidentiality among the parties during negotiations, and provide for joint legal defense of the final implementation agreement. In addition, the agreement will allow the city to fully participate and be privy to any and all attorney-client conversations.

The City Attorney has reviewed and approves as to form the proposed Common Interest, Joint Defense and Confidentiality Agreement.

**FISCAL IMPACT:**

No fiscal impact.

There is no new fiscal impact to The City. Costs incurred by the San Bernardino County Counsel under this agreement will be paid through the San Bernardino County Area-Wide Stormwater Program Budget (for which the City contributes its' pro-rata share), and the current and next fiscal year budgets contain allocations for this anticipated expenditure.

**MOTION:**

Approve staff recommendation.

**COMMON INTEREST, JOINT DEFENSE, AND  
CONFIDENTIALITY AGREEMENT AMONG PERMITTEES**

This Common Interest, Joint Defense, and Confidentiality Agreement (“Agreement”) effective on January 1, 2022 is entered into by and among San Bernardino County (“County”), the San Bernardino County Flood Control District (“District”), and the cities of Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa (“Cities”) (collectively the “Parties” or individually a “Party”).

**RECITALS**

A. The County, District, and Cities own and/or operate storm water and urban runoff conveyance systems, including flood control facilities, commonly referred to as municipal separate storm sewer systems or storm drains, through which storm water and urban runoff are discharged into waters of the United States that are located within the Santa Ana Region.

B. The District, as Permittee, and the Cities, as Co-Permittees (jointly “Permittees”), are subject to a National Pollutant Discharge Elimination System (“NPDES”) Permit and Waste Discharge Requirements, Order No. R8-2010-0036, NPDES No. CAS618036 (“Permit”).

C. The Santa Ana Regional Water Quality Control Board (“Regional Board”) issued the Permit on January 29, 2010 for a five-year term. The Permit designates the District as “Principal Permittee” under the Permit, and the District administers and coordinates many of the permit requirements on behalf of all the Permittees.

D. On June 28, 2011, the Parties entered into an Implementation Agreement to establish an integrated storm water management program (“Program”) that included development of a Management Committee to coordinate compliance, including establishing budgets, to set forth the duties of the Parties, to provide reimbursement to the District for administrative responsibilities, and to share costs to implement the Program. The Implementation Agreement, attached hereto as **Exhibit A**, sets forth the percentage of costs that each Party agreed to contribute to implement the Program. The term of the Implementation Agreement coincides with the term of the Permit and expires six months after the Final Permit, as defined below, is approved.

E. To renew the Permit, the Permittees submitted a Report of Waste Discharge for renewal on August 1, 2014.

F. Though the Regional Board has not yet issued a renewal of the Permit, the Permittees continue to implement and comply with the Permit.

G. The Parties believe that the Regional Board may be circulating a draft version of the new permit (“Draft Permit”) in approximately January 2022.

H. Each of the Parties has a shared common interest in proceedings related to the Draft Permit, including negotiating the terms of the Draft Permit with the Regional Board, participating in the administrative hearing to adopt the Draft Permit as the final permit (“Final Permit”), seeking administrative or judicial review of any terms in the Final Permit that warrant reconsideration, defending any adverse future claims or actions related to the Final Permit, and addressing any and all types of legal challenges to the Draft or Final Permit (jointly “Permit Proceedings”). Each of the

Parties intends to appear in administrative hearings as well as any potential future actions related to the Draft or Final Permit to represent the common interests of the Parties as well as each Party's own separate interests, some of which may be unique. Such representation of separate or unique interests is not inconsistent with the common interests of the Parties.

I. Nothing in this Agreement is meant or should be construed to affect a Party's legal obligation to exercise its independent judgment as required by law concerning the Permit Proceedings.

J. Without admitting any individual or shared liability, and expressly denying same, the Parties here assert that it will best serve their common interests to coordinate their efforts and share certain privileged and confidential information, in order to respond effectively to and negotiate with the Regional Board as well as to address and/or defend claims during the Permit Proceedings by the Regional Board or any parties that become adverse parties. Such coordination of effort and sharing of information is not intended to waive and shall not waive any privilege or protection otherwise applicable.

K. By this Agreement, the Parties seek to establish a common interest group with respect to the Permit Proceedings, preserving to the fullest extent possible all applicable legal and evidentiary privileges, including the protections of the attorney-client privilege, the work product doctrine, the joint defense/common interest privilege, and the deliberative process and official information privileges.

L. The Parties and their respective legal counsel are referred to herein as "the Common Interest Group."

M. The Parties intend for this Agreement to allow for the inclusion of additional members of the Common Interest Group with the consent of all Parties.

N. The Parties intend for the scope of this Agreement to include any later-filed related actions that raise or implicate similar interests of the Parties without the necessity of amending this Agreement.

### **TERMS AND CONDITIONS**

Therefore, in consideration of the mutual promises contained and incorporated in the above Recitals in this Agreement, the Parties agree as follows:

1. Purpose. It is the purpose of this Agreement to memorialize the Parties' intentions concerning the exchange of information during the Permit Proceedings, and to support a joint defense and/or common interest based upon the assertion by the Parties, or any Party, of the attorney-client privilege, work product doctrine, deliberative process and official information privileges, and any other privileges and protections that may apply to any Joint Defense Communications (as defined in Paragraph 3 below) that may be shared among members of the Common Interest Group. This Agreement addresses the flow, handling, security, and disclosure of documents, data, and oral and written information that are not produced pursuant to formal or informal discovery requests, and that may be exchanged by members of the Common Interest Group. It is the intention of the Parties that the exchange of Joint Defense Communications among the members of the Common Interest Group will not constitute a waiver of any privilege or protection, including without limitation the attorney-client privilege, the attorney work product

doctrine, and the deliberative process and official information privileges. The Parties agree that any consultation between the Parties or among their counsel, and any exchange of work product or other Joint Defense Communications are in reliance on the Parties' common interests, as described herein, and their intent to share information and cooperate in joint defense efforts without waiving any privilege or protection. In this regard, the Parties have agreed to provide reasonable cooperation in the execution of their respective duties under this Agreement. However, no obligation to share any documents, data or information is created by this Agreement.

2. Lawsuits. To the extent related to the Permit Proceedings, the Parties expressly state their intention to include in this Agreement any lawsuits related to adverse claims (other than a lawsuit by one Party or Parties against another Party or Parties), that have been or may be filed by or against any Party at any time during the pendency of this Agreement without the necessity of amending this Agreement.

3. Joint Defense Communications.

a. "Joint Defense Communication" means any documents, data, or information (including correspondence, reports, studies, memoranda of law and/or fact, factual material and summaries, mental impressions, transcripts, digests, and any other written material or oral information of any kind whatsoever) that relate to matters addressed by this Agreement that any Party receives from any other Party or its officers, partners, employees, agents, consultants, attorneys, representatives, or experts that would otherwise be protected from disclosure to third parties pursuant to applicable legal and evidentiary privileges, including the attorney-client privilege, work product doctrine, and/or the deliberative process and official information privileges. The Parties intend that all Joint Defense Communications shall remain privileged or protected when communicated to any other Party or its elected officials, officers, partners, employees, agents, consultants, attorneys, representatives, or experts in accordance with the common purpose concepts in California Evidence Code § 912(d) and articulated in *California Oak Foundation v. County of Tehama* (2009) 174 Cal.App.4th 1217, *Raytheon Co. v. Superior Court* (1989) 208 Cal.App.3d 683, and *Continental Oil Co. v. United States* (9th Cir. 1964) 330 F.2d 347, and their progeny. Each of the Parties and counsel agree that all Joint Defense Communications they receive from any Party or its representative shall be treated and maintained by the receiving Party as privileged and confidential, and not disclosed to third parties, except as provided in this Agreement.

b. Joint Defense Communications may be disclosed or transferred between any or all of the Parties orally or in writing and by any other appropriate means of communication. The Parties agree that all Joint Defense Communications shared pursuant to this Agreement shall be held in strict confidence by the Parties and by all persons to whom the Joint Defense Communications are disclosed and shall not be disseminated outside the Common Interest Group. All Joint Defense Communications received from Parties pursuant to this Agreement are subject to the joint defense and common interest privileges or protections and must be held in strict confidence by the receiving party and its counsel. The receiving party may disclose Joint Defense Communications only to its counsel, authorized representatives, and those of its board members, councilmembers, supervisors, directors, officers, employees, agents, independent contractors, consultants and retained experts who have a need to know. Each Party agrees that its independent contractors will agree to keep all Joint Defense Communications confidential in accordance with the terms of this Agreement before any Joint Defense Communications is provided to them. If a Party intends to disclose a Joint Defense

Communication only to certain members of the Common Interest Group, the disclosing Party shall specify the members who are entitled to review or receive that information or document. All Parties agree that they will not share or disclose such Joint Defense Communications to any Party or person who is not designated by the disclosing Party.

c. A Joint Defense Communication that is exchanged in written or document form and that is intended to be confidential shall be marked “Confidential: Privileged Communication” or with a similar heading indicating confidentiality. To the extent possible, the header or footer should further list all other privileges and protections that may be applicable to the particular Joint Defense Communication, including the attorney-client privilege, work product doctrine, and/or the deliberative process and official information privileges. However, failure to mark or identify a Joint Defense Communication as “Confidential: Privileged Communication” or a similar heading shall not constitute a waiver of any applicable legal or evidentiary privilege or protection that may apply.

d. Waiver of the joint defense and common interest privileges or protections are effective only when all Parties unanimously agree to the waiver. Any Party (the “Disclosing Party”) may, without permission from the other Parties, use, for the Disclosing Party’s own purposes, any information that the Disclosing Party disclosed to and shared pursuant to this Agreement.

e. Any Party who receives Joint Defense Communications shall not disclose such Joint Defense Communications or the information imparted thereby to any other third party without the express prior written consent of the other Parties. Any unauthorized disclosure of any Joint Defense Communication to any third party shall not constitute a waiver of any applicable privilege or protection. However, no provision in this Agreement shall be construed to limit the right of any Party to disclose any documents or information that such Party obtained through means other than a Joint Defense Communication.

f. Although documents and information that are not otherwise privileged will not gain the protection of any privilege by virtue of being a part of a Joint Defense Communication, each Party shall treat the information as privileged and confidential and shall not disclose to third parties the fact that any particular document or information was shared through a Joint Defense Communication.

4. Permitted Use of Joint Defense Communications. All of the Parties acknowledge and agree that cooperation in the shared purposes and objectives necessarily involves the communication and sharing of confidential information and further agree that their interests are not currently adverse with regard to the subject of this Agreement. They further agree that all Joint Defense Communications received from any other Party shall be used exclusively in connection with the Permit Proceedings. Joint Defense Communications shall not be used or be admissible in any phase of any pre-litigation or litigation involving cross-claims or claims for contribution or indemnity between or among any of the Parties if such claims arise from or relate to adverse claims.

5. Permitted Disclosures. In the event that any Party receives a third-party request or demand for Joint Defense Communications received pursuant to this Agreement, by California Public Records Act (“CPRA”) request, subpoena, request for production or otherwise, the Party receiving such request or demand shall, prior to making such disclosure: (a) notify the Parties

pursuant to the notice provision herein; and (b) assert and exercise diligence in supporting the joint defense and/or common interest doctrines and preserve any and all potentially applicable privileges or other protections from disclosure of the Joint Defense Communications, unless such privileges and protections have been knowingly waived by the Parties or Party who provided the Joint Defense Communications. Each Party shall take reasonable steps necessary to permit the assertion of all applicable rights and privileges with respect to any Joint Defense Communication and shall cooperate fully with all other Parties in any judicial proceeding relating to the disclosure of any Joint Defense Communications. However, the Parties understand and acknowledge that all Parties can still comply with their legal obligations under the CPRA and other document production statutes, if any, without breaching this Agreement, and no Party is required to seek a protective order or otherwise incur legal expense in efforts to oppose such a disclosure of a Joint Defense Communication.

6. Injunction to Prevent Improper Disclosure. The Parties agree that the unauthorized or improper disclosure of Joint Defense Communications to third parties not covered by this Agreement will result in irreparable harm to the Parties. In the event a Party or former Party believes that another Party or former Party is preparing to disclose Joint Defense Communications to third parties not covered by this Agreement, the Party or former Party objecting to such disclosure may seek an injunction to prevent the disclosure of such Joint Defense Communications. Each Party represents and warrants that it will not, in the future, assert that such an injunction is not necessary on the grounds that there is an adequate remedy at law.

7. Joint Consultants or Experts. The Parties agree that if a consultant or expert is jointly hired by the Common Interest Group, or retained by an individual Party for a matter on which a common interest exists with respect to the Permit Proceedings, that consultant or expert is covered by the joint defense and/or common interest doctrines and that privileges or protections applicable to the consultant or expert's work product or to any Party's communications with the consultant or expert shall not be waived by sharing such work product or communications with other Parties to this Agreement. The Parties agree not to seek disqualification of consultants or experts engaged by any other Party or Parties in connection with any future action based solely on the exchange of information pursuant to this Agreement.

8. Good Faith. Each Party agrees to exercise good faith and diligence to implement this Agreement and to maintain the confidentiality of discussions and exchanged Joint Defense Communications consistent with the purposes of this Agreement and the intent of the Party providing the information.

9. Independent Efforts. Nothing in this Agreement shall be construed to restrict the right of a Party to undertake separate investigative efforts or legal research in the defense of any action relating to the Permit Proceedings or any adverse claims related to them. Any Party undertaking such separate efforts shall be free to disclose or use the results of the separate and independent efforts in any manner that Party desires, without the consent of the Parties or any other Party.

10. Withdrawal or Settlement. Any Party may withdraw from this Agreement by delivering written notice to all other Parties, in accordance with Section 13 of this Agreement. Alternatively, one or more Parties may conclude their involvement in the Permit Proceedings by



reason of settlement or otherwise. Any voluntary withdrawal or settlement does not relieve any Party's obligation to continue to protect the confidentiality of all Joint Defense Communications, as though all Parties were still active in the Permit Proceedings. Such withdrawal or settlement shall be effective on the date that notice is deemed delivered to all Parties under the notice provision herein. Any Party withdrawing from this Agreement shall no longer have any right of access to any Joint Defense Communications after the date of withdrawal. The withdrawing Party shall either return or destroy all copies of Joint Defense Communications in its possession and shall certify in writing that all such materials have been returned or destroyed, as may be the case. All obligations under this Agreement shall continue to apply to the withdrawing and remaining Parties with respect to any Joint Defense Communications made to or by the withdrawing Parties prior to withdrawal.

11. Termination. This Agreement shall terminate upon the earlier of the following occurrences: (a) conclusion of all Permit Proceedings evidenced by a final judgment or settlement of administrative or judicial actions related to the Final Permit; (b) upon unanimous written consent to terminate among all then-current Parties; or (c) withdrawal from this Agreement by all of the Parties.

12. Survival of Obligations. Each Party agrees that all obligations herein, including the obligation to protect the confidentiality of Joint Defense Communications under this Agreement, shall survive the withdrawal from or termination of this Agreement, by settlement or otherwise, and shall remain binding on all Parties notwithstanding their withdrawal or the Agreement's termination, even if the interests of the Parties later become adverse, and regardless of whether the joint defense and/or common interest doctrines become inapplicable with respect to later communications between the Parties.

13. Notices. Except for changes in contact information, all notices under this Agreement must be in writing and must be sent by e-mail to the addresses set forth in Appendix A or hand-delivered or sent by registered or certified mail, postage pre-paid, return receipt requested, or by FEDEX or other nationally recognized overnight delivery service to each Party. Any notice shall be deemed delivered five (5) business days after such mailing date, except that any notice hand-delivered or sent by e-mail or overnight delivery shall be deemed delivered one (1) business day after the dispatch date for overnight delivery service. Notices shall be addressed to each Party at the addresses shown for them in Appendix A, with a copy to its respective counsel of record. Should the contact information for any Party change, then the Party shall provide written notification to all other Parties, either by e-mail or U.S. Mail within thirty (30) days of the change.

14. Engagement. Each Party agrees that it will not move to disqualify counsel from accepting future engagements unrelated to Permit Proceedings based solely upon counsel's receipt of Joint Defense Communication. The Parties agree they will not seek to disqualify counsel from examining or cross-examining any Party who testifies at any proceeding, whether under a grant of immunity or otherwise, because of such attorney's participation in this Joint Defense Agreement; and that such attorney may use any Joint Defense Communications provided by such Party while the Party was participating in this Agreement, but only consistent with the provisions of this Agreement. Each undersigned counsel to this Agreement represents that he or she has specifically advised his or her respective client of this clause and that such client has agreed to its provisions.

15. Entire Agreement. This Agreement sets forth the entire agreement of the Parties with respect to the subject matter contained herein, and no other terms are binding on the Parties.

16. Modifications. Any modification to this Agreement must be in writing and signed by all of the then-current Parties. This Section does not apply to changes in a Party's contact information.

17. Remedies. The Parties expressly acknowledge and agree that no adequate remedy is available at law for a breach of this Agreement and that in addition to any other remedies available, performance of this Agreement may be specifically ordered and/or a breach hereof may be enjoined, or both.

18. No Admission of Liability or Responsibility. No recital, term, and/or provision in this Agreement shall be construed as an admission of liability or responsibility relating to the adverse claims by any Party.

19. Additional Parties. Additional parties and their counsel may be added to the Common Interest Group with prior written acceptance of such addition by all Parties, which may be provided by e-mail from counsel for the Parties. The addition of a new Party is effected by completion of the "Additional Party Signature Page," attached hereto, and delivery of the completed signature page to all other Parties.

20. No Relationships Created. Nothing in this Agreement shall be construed to (a) create an attorney-client relationship between any Party and/or counsel to any other Party; (b) create any agency relationship among the Parties and/or their counsel, including a joint venture or partnership; or (c) affect the separate and independent representation of each Party by its respective counsel according to what each such counsel believes to be in the client's best interests. Each Party is responsible for directing its respective counsel and, to the extent the research or work product of any Party's counsel is disclosed to other Parties in furtherance of the Parties' common interest, such disclosure shall not waive any privileges or protections that apply to the work product, and shall not entitle any Party to move to disqualify the other Party's counsel due to the performance of such work or because of information obtained in the course of such work.

21. Reservation of Rights and Claims. Notwithstanding any provision of this Agreement, each Party reserves all claims, causes of action, and any and all other rights it has or may have against any other Party, and the Parties do not intend or expect this Agreement to release or to waive those claims or rights.

22. Attorney's Fees. Except by separate agreement, including but not limited to the Implementation Agreement, each Party shall be responsible for its own attorney's fees related to this Agreement, any actions required under this Agreement, and actions during or related to the Permit Proceedings.

23. No Compensation. Except by separate agreement, including but not limited to the Implementation Agreement, no Party shall be entitled to any compensation, reimbursement or contribution from any other Party for the participation of its employees, officers, agents, or counsel in the Permit Proceedings.

24. Jointly Drafted. The Parties agree that this Agreement was jointly drafted by each Party, and no inference or rule of construction shall be applied based on the assumption that any individual Party drafted any provision in this Agreement.

25. Counterparts and Signatures. The Parties agree that Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

26. Severability. If any provision in this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain effective and shall be enforced to the full extent permitted by law.

27. Authority. The undersigned individuals represent that they are authorized to execute this Agreement on behalf of their respective Parties.

28. Choice of Law. This Agreement will be interpreted in accordance with the laws of the State of California without regard to principles of conflicts of law; venue shall be San Bernardino County.

WHEREFORE, the Parties below have executed and entered into this Agreement as of the date indicated and within the jurisdiction noted.

**SAN BERNARDINO COUNTY AND  
SAN BERNARDINO COUNTY FLOOD  
CONTROL DISTRICT**

\_\_\_\_\_  
Tom Bunton  
County Counsel  
San Bernardino County and  
San Bernardino County Flood Control District

Date:\_\_\_\_\_

**CITY OF BIG BEAR LAKE**

*Attest:*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
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*Approved as to Legal Form:*

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**CITY OF CHINO**

By: \_\_\_\_\_  
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Title: \_\_\_\_\_  
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**CITY OF CHINO HILLS**

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**CITY OF COLTON**

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**CITY OF FONTANA**

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**CITY OF GRAND TERRACE**

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**CITY OF HIGHLAND**

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**CITY OF LOMA LINDA**

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**CITY OF MONTCLAIR**

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**CITY OF ONTARIO**

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**CITY OF RANCHO CUCAMONGA**

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**CITY OF REDLANDS**

*Attest:*

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**CITY OF RIALTO**

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**CITY OF SAN BERNARDINO**

*Attest:*

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**CITY OF UPLAND**

*Attest:*

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**CITY OF YUCAIPA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*Approved as to Legal Form:*

By: \_\_\_\_\_  
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*Attest:*

By: \_\_\_\_\_  
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Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ADDITIONAL PARTY SIGNATURE PAGE**

WHEREFORE, the Party below has executed and entered into this Common Interest, Joint Defense, and Confidentiality Agreement as of the date indicated.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX A:  
PARTY CONTACT INFORMATION**

Name and Address of Party and Counsel	Telephone and Facsimile
<b>San Bernardino County</b>	
Jonathan Dillon, <a href="mailto:Jonathan.Dillon@dpw.sbcounty.gov">Jonathan.Dillon@dpw.sbcounty.gov</a>	(909) 387-8109
Elias Severo, <a href="mailto:esevero@dpw.sbcounty.gov">esevero@dpw.sbcounty.gov</a>	(909) 387-8109
825 East Third Street	(909) 387-0305 facsimile
San Bernardino, CA 92415	
<b>San Bernardino County Flood Control District</b>	
Arlene B. Chun, <a href="mailto:Arlene.Chun@dpw.sbcounty.gov">Arlene.Chun@dpw.sbcounty.gov</a>	(909) 387-8109
Anthony Pham, <a href="mailto:Anthony.Pham@dpw.sbcounty.gov">Anthony.Pham@dpw.sbcounty.gov</a>	(909) 387-8109
Chris Bland, <a href="mailto:Christopher.Bland@dpw.sbcounty.gov">Christopher.Bland@dpw.sbcounty.gov</a>	(909) 387-8109
825 East Third Street	(909) 387-0305 facsimile
San Bernardino, CA 92415	
Meyers, Nave	
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# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-1286

**Agenda #:** I.

**Agenda Date:** 4/12/2022

**Category:** Consent Calendar

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**FROM:**

Human Resources

**SUBJECT:**

Authorization of the Recruitment and Retention Incentive Program

**RECOMMENDATION:**

Authorize City staff to implement a Recruitment and Retention Incentive Program for full-time and part-time hires and employment and amend the American Rescue Plan Act (ARPA) Expenditure Plan.

**COUNCIL GOALS:**

- To create a team by working together to provide stability and consistent policy direction.
- To operate in a businesslike manner by becoming more service oriented.
- To operate in a businesslike manner by ensuring that the public debate is based on accurate information.
- To practice sound fiscal management by living within our means while investing in the future.

**DISCUSSION:**

The City's objective is to attract and retain highly qualified staff members to serve the Fontana residents and business community by offering attractive and competitive salaries for our full-time (FT) and part-time (PT) positions.

The City is experiencing a dramatic decrease of part-time (PT) staff due to the "Great Resignation" as job seekers are attracted to companies who provide higher pay and better benefits. We have experienced a 37.5% loss of our PT workforce from November 2019 to March 2022. Other public agencies have created incentive programs to attract applicants and retain current PT employees. This program would provide PT employees a total of \$800 each in an effort to encourage their retention. Our part-time employees play a critical role in our City supporting our community-based programming which includes games and activities for both youth and adults, senior programming, sports activities, arts and crafts, rentals, special events, etc.

For full-time positions, the pandemic-related impacts led to a shortage of successful applicants for positions key to operations to maintain services to our community. The City currently has over 50 full-time vacancies. This program would provide newly hired FT employees a total of \$1,500 each in an effort to encourage their retention. Several of these positions are difficult to fill and will continue to be posted until filled.

Approval of this program would allow us to compete with our neighboring employers in hiring the top

talent in the Inland Empire.

On March 8, 2022, the City Council approved the recommended ARPA Expenditure Plan in the amount of \$50.3 million. Included in the plan was an allocation of \$815,000 for the After-School Program under the Public Health & Economic Response Federal Eligible Use Category. Since the approval of the plan, City staff have determined that the After-School Program should be removed for the ARPA Expenditure plan due to the expansion of the After School Education and Safety (ASES) Program Services. The expansion of the ASES program will allow the City to increase access to program services at 33 transitional kindergarten through sixth grade sites therefore eliminating the need for the Community Center After-School Program. As a result, it is requested that the Council reappropriate the available funds for the Recruitment and Retention Incentive Program which is eligible under the Public Health & Economic Response Federal Eligible Use Category. Attached to this item is a revised ARPA Expenditure Plan.

**FISCAL IMPACT:**

There is no net fiscal impact associated with the approval of this item. This program will be funded with reappropriated ARPA funds in the amount of \$815,000 and this adjustment will be included in the Third Quarter Budget Report.

**MOTION:**

Approve staff recommendation

**CITY OF FONTANA  
REVISED AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN**

Project #	Project	Recommended	Revised	Total
30	Cypress Storm Drain Project	5,840,000	-	5,840,000
29	Administrative Costs	250,000	-	250,000
1	Helicopter Purchase	3,000,000	-	3,000,000
3	Pavement Rehabilitation	5,000,000	-	5,000,000
10	Homelessness Prevention Resources and Care Center	8,000,000	-	8,000,000
16	Sidewalk Rehabilitation	600,000	-	600,000
6	After-School Program	815,000	(815,000)	-
2	Parking Structure	10,000,000	-	10,000,000
8	Employee Retention/Incentive	1,757,221	815,000	2,572,221
19	Data Security & Threat Detection	250,000	-	250,000
24	Septic to Sewer	2,000,000	-	2,000,000
12	Park Improvements	4,079,892	-	4,079,892
18	Ventilation Upgrade for City Facilities	2,500,000	-	2,500,000
22	Network Detection & Response Solution	75,000	-	75,000
23	Supervisory Control and Data Acquisition (SCADA) - Sewer	155,000	-	155,000
11	Metrolink Station Security Cameras	60,000	-	60,000
17	Small Business Loan/Grant Program	3,000,000	-	3,000,000
20	Endpoint Detection & Response Solution	75,000	-	75,000
25	Sewer and Storm Drain Infrastructure Masterplan	400,000	-	400,000
27	Update Master Infrastructure Plans	400,000	-	400,000
21	Fiber to City facilities	2,000,000	-	2,000,000
		50,257,113	50,257,113	50,257,113

\*Based upon Council's assignment of points at the 2/8/22 Workshop with 1 being the highest priority and 5 being the lowest.



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-1275

**Agenda #:** J.

**Agenda Date:** 4/12/2022

**Category:** Consent Calendar

---

**FROM:**

Management Services

**SUBJECT:**

Authorization to Share Data with California Franchise Tax Board

**RECOMMENDATION:**

Adopt **Resolution No. 2022-\_\_\_\_\_** of the City Council of the City of Fontana authorizing the City Manager to execute an agreement between the City of Fontana and the State of California Franchise Tax Board in the Local Government Sharing Program.

**COUNCIL GOALS:**

- To operate in a businesslike manner by improving services through the effective use of technology.

**DISCUSSION:**

The City Business Tax Program assists both cities and the State by finding revenue that may otherwise go undetected. Many cities have implemented this program and discovered uncollected revenue through the use of Franchise Tax Board (FTB) data.

Execution of this agreement will allow the FTB and the City of Fontana to exchange data at no cost to either party. This data exchange can aid in identifying businesses and self-employed individuals that have an unmet local or state filing requirement.

**FISCAL IMPACT:**

There is no cost to participate in this program, only a non-financial agreement to provide data. This action may potentially increase business license revenue.

**MOTION:**

Approve staff recommendation.

**RESOLUTION NO. 2022-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A STANDARD  
AGREEMENT BETWEEN THE STATE OF CALIFORNIA FRANCHISE  
TAX BOARD AND THE CITY AUTHORIZING THE CITY'S  
PARTICIPATION IN THE LOCAL GOVERNMENT SHARING PROGRAM**

**WHEREAS**, the City of Fontana administers a Business Tax Program; and

**WHEREAS**, the Franchise Tax Board through the Local Government Sharing Program will enhance the City of Fontana Business License Tax Program; and

**WHEREAS**, the information from the Franchise Tax Board will permit the City of Fontana to identify potential unrealized Business License Tax revenue from the businesses that are not in compliance with Chapter 15 of the Fontana Municipal Code.

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

That the City Manager is authorized to execute the necessary contract with the Franchise Tax Board Agreement #75200 to enable the City of Fontana to participate in the Local Government Sharing Program.

**APPROVED AND ADOPTED** this 12<sup>th</sup> day of April 2022.

**READ AND APPROVED AS TO LEGAL FORM:**

Resolution No. 2022-

-

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City Attorney

I, Tonia Lewis, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the 22<sup>nd</sup> day of March, 2022 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

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-1281

**Agenda #:** K.

**Agenda Date:** 4/12/2022

**Category:** Consent Calendar

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**FROM:**

Public Works

**SUBJECT:**

Award Bid and Contract for Household Hazardous Waste Management Services

**RECOMMENDATION:**

Approve, award bid (SP-41-PW-22) and authorize the City Manager to enter into a two-year contract with Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Management Services with three (3) one-year extensions at the sole discretion of the City.

**COUNCIL GOALS:**

- To operate in a businesslike manner by becoming more service oriented.

**DISCUSSION:**

The Public Works Department contracts for hazardous waste management services as part of the City's Permanent Household Hazardous Waste Collection Facility (PHHWCF). The scope of services provided by the contractor includes receiving, segregating, packaging, treating, profiling, manifesting, transporting and disposing of household hazardous waste received from residents at the City's PHHWCF. This contract will also provide for the proper recycling/disposal of used oil and filters collected through the City's Curbside Used Oil Collection program in addition to the hazardous waste collected through the Public Works Fleet operations program.

Staff recently solicited bids for household hazardous waste management services. One hundred seventy-five (175) vendors were notified of the bid. Bid packets were downloaded/received by nineteen (19) vendors and we received two (2) bid responses. Three (3) Fontana vendors were notified. No Fontana vendor responses were received. After evaluating the vendor responses, the City's Evaluation Committee is recommending Clean Harbors Environmental Services, Inc. for award of contract as they are the best value for the City. The Purchasing Office has reviewed this process and concurs with the recommendation.

**FISCAL IMPACT:**

Funds have been budgeted in the current Fiscal Year 2021/2022 Operating Budget specifically in the General Fund #101, ORG 10138302, and Fleet Fund #751, ORG 75138305. The total annual expenditures for this agreement are estimated at \$243,000.

**MOTION:**

Approve staff recommendation.

**Household Hazardous Waste Management Services**  
**SP-41-PW-22**  
**Ranking Sheet**

<b>Firms</b>	<b>Rank</b>
Clean Harbors Environmental Services, Inc.	86%
Clean Earth	71%



## City of Fontana Purchasing Office

February 3, 2022

**TO:** Armando Martinez, Public Works Manager

**FROM:** Ticha Loera, Purchasing Specialist 

**SUBJECT: RECAP OF BID SP-41-PW-22, HOUSEHOLD HAZARDOUS WASTE MANAGEMENT SERVICES**

The bid for the above-named project was opened electronically at 2:00 P.M. on December 9, 2021. One seventy-five (175) vendors were notified of the bid. Bid packets were downloaded/received by nineteen (19) vendors and we received two (2) bid responses. Three (3) Fontana vendors were notified. No Fontana vendor responses were received. After evaluating the vendor response, the Evaluation Committee is recommending Clean Harbors Environmental Services, Inc. for award of contract as they are the best value for the City.

If you agree with the Evaluation Committee'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

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-1251

**Agenda #:** L.

**Agenda Date:** 4/12/2022

**Category:** Consent Calendar

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**FROM:**

Planning Department

**SUBJECT:**

Award Contract (SP-49-DS-21) for the Local Early Action Planning (LEAP) Grant Administration

**RECOMMENDATION:**

Award bid (SP-49-DS-21) and authorize the City Manager to enter into a contract with Kimley Horn in the amount of \$469,375 to facilitate the administration of the LEAP Grant Program.

**COUNCIL GOALS:**

- To practice sound fiscal management by producing timely and accurate financial information.
- To practice sound fiscal management by emphasizing capital formation.
- 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 concentrate on inter-governmental relations by pursuing financial participation from county, state and federal governments.
- To concentrate on inter-governmental relations by advocating Fontana's position in regional, state, and federal organizations.
- To preserve the local environment for generations to come and to create a healthy economic and environmental future by adopting policies that promote compact and efficient development in new and existing communities.

**DISCUSSION:**

The City of Fontana was awarded funding under the Local Early Action Planning (LEAP) Grant Program in the amount of \$500,000. The program was established to assist jurisdictions to prioritize planning activities that accelerate housing production to meet identified needs within the community. Examples of eligible activities are:

1. Rezoning and encouraging development by updating planning documents and zoning ordinances, community plans, and specific plans;
2. Completing environmental clearance to eliminate the need for project-specific review; and
3. Planning documents for a smaller geography (less than jurisdiction-wide) with a significant impact on housing production, including an overlay district, project level specific plan, or development standards modifications proposed for significant areas of a locality.

The administration of the LEAP grant funds will facilitate planning for the increase of housing density

in the Walnut Village Specific Plan. Planning Department staff will amend the Specific Plan to include mixed-use strategies and upzoning in order to increase residential density. The consultant will work with Planning Department staff to engage the community, identify opportunities and constraints and analyze market and compatibility issues. These activities will be the basis for the revised land use standards and design guidelines that will be applicable to future development in the Walnut Village Specific Plan area.

In accordance with the City's purchasing policies, staff has completed the formal bid process for this update and 230 firms were notified of the Request for Proposals (RFP). Proposal packets were downloaded by 23 companies and the City received three (3) responses. A staff selection committee evaluated the written proposals based upon criteria specified in the proposal packet. After evaluating the responses and interviewing the applicants, the evaluation committee recommends Kimley Horn for the award of the contract as they are the most experienced and qualified bidder. The Purchasing Office has reviewed this process and concurs with the recommendation.

**FISCAL IMPACT:**

The fiscal impact to the City of Fontana is \$469,375 and the Grant fund payment will be reimbursed as tasks are accomplished and deliverables are produced. A contingency amount of \$30,625 will remain. Funds are available in Grant Fund 301.

**MOTION:**

Approve staff recommendation.

LEAP GRANT ADMINISTRATION  
SP-49-DS-21  
SCORING

Firm	Total Score
Kimley-Horn and Associates, Inc.	84%
DeNovo Planning Group	76%
Infrastructure Engineers	47%

## Vendor Notification

**Agency Notifications** 234 City of Fontana vendors notified

04/21/2021 2:53 PM (PST) 230 vendors notified

**using Criteria Category:**

90664 - Planning, Urban (Community, Regional, Area Wide, And State)

91827 - Community Development Consulting

91892 - Urban Planning Consulting

**3D Visions (57758)**

5 Third Street Suite 717  
San Francisco, California 94103  
United States

**Contact:** Lakisha Hull  
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**Email:** lakisha@3dvisions.biz

**4LEAF, Inc. (228714)**

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ENVIRONMENT (21580)**

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**Email:** ebt@theconcordgroup.com

WBE

**The Planning Associates (446877)**  
110 N. Lincoln Ave., Suite 302  
Corona, California 92882  
United States

**Contact:** Hardy Strozier  
**Phone:** 951-444-5600  
**Fax:**  
**Email:** hardy@tpaoc.com

**The Planning Consortium (179436)**  
23181 Verdugo Drive, Suite 100B  
Laguna Hills, California 92653-1313  
United States

**Contact:** W. Dean Brown  
**Phone:** 714-328-6313  
**Fax:**  
**Email:** wdbrown@planningconsortium.com

**Tidal Basin Government Consulting LLC (990792)**  
126 Business Park Dr.  
Utica, New York 13520  
United States

**Contact:** Christina Manning  
**Phone:** 315-797-3035  
**Fax:**  
**Email:** airfp@rphc.com

**Tierra West Advisors, Inc. (127853)**  
2616 East 3rd Street  
Los Angeles, California 90033  
United States

**Contact:** Rose Acosta Yonai  
**Phone:** 323-265-4400 ext. 226  
**Fax:** 323-261-8676  
**Email:** rayonai@tierrawestadvisors.com

DBE, MBE, OSB, WBE

**Toole Design Group, LLC (914959)**  
8484 Georgia Avenue  
Silver Spring, Maryland 20901  
United States

**Contact:** Amy Boehmber  
**Phone:** 301-927-1900  
**Fax:**  
**Email:** marketing@tooledesign.com

**Torti Gallas and Partners (23958)**  
523 W 6th Street Suite 212  
Los Angeles, California 90014  
United States

**Contact:** Neal Payton  
**Phone:** 213-607-0070 ext.  
**Fax:** 213-607-0077  
**Email:** npayton@tortigallas.com

AQ1, AQ3, AQ2

**Translutions, Inc. (344694)**  
28 filare  
irvine, California 92620  
United States

**Contact:** Sandipan Bhattacharjee  
**Phone:** 949-232-7954  
**Fax:**  
**Email:** sandipan@translutions.com

OSB, DBE, MIC

**Transtech Engineers, Inc. (131625)**  
624 Brea Canyon Road  
Walnut, California 91789  
United States

**Contact:** Ali Cayir  
**Phone:** 909-595-8599 ext. 121  
**Fax:** 909-598-8863  
**Email:** ali.cayir@transtech.org

OSB

**Tripepi Smith (244888)**  
PO Box 52152  
Irvine, California 92619  
United States

**Contact:** RyderSmith  
**Phone:** 626-536-2173  
**Fax:**  
**Email:** ryder@tripepismith.com

**True Synergy, Inc.** (510636)  
6709 La Tijera Blvd. 408  
Los Angeles, California 90045  
United States

**Contact:** GenaDavis  
**Phone:** 310-295-4366  
**Fax:** 000-000-0000  
**Email:** gena@truesynergyinc.com

**URS CORPORATION AMERICAS** (124803)  
2020 EAST FIRST STREET SUITE 400  
SANTA ANA, California 92705  
United States

**Contact:** JOSEPH LONG  
**Phone:** 714-648-2857  
**Fax:**  
**Email:** JOSEPH\_LONG@URSCORP.COM

**URS Corp** (24050)  
3500 Porsche Way Suite 300  
Ontario, California 91764-6084  
United States

**Contact:** Lucy Lin  
**Phone:** 909-980-4000 ext.  
**Fax:** --  
**Email:** lucy\_lin@urscorp.com

**Urban Crossroads, Inc.** (245715)  
41 Corporate Park Suite 300  
Irvine, California 92606  
United States

**Contact:** Carleton Waters  
**Phone:** 949-660-1994 ext. 210  
**Fax:**  
**Email:** cwaters@urbanxroads.com

**Urbana Preservation & Planning, LLC** (379249)  
4594 Mayapan Drive  
La Mesa, California 91941  
United States

**Contact:** WendyTinsley Becker  
**Phone:** 619-543-0693  
**Fax:** 800-880-4434  
**Email:** wendy@urbanapreservation.com

DBE, WBE

**Utility Partners, Inc.** (325494)  
650 N. Rose Drive #318  
Placentia, California 92870  
United States

**Contact:** JonWilliams  
**Phone:** 951-212-3747  
**Fax:**  
**Email:** jwilliamsdvbe@gmail.com

**VA Consulting, Inc.** (24059)  
17801 Cartwright Road  
Irvine, California 92614  
United States

**Contact:** Carmen Jones  
**Phone:** 949-474-1400 ext.  
**Fax:** --  
**Email:** cjones@vaconsultinginc.com

OSB

**VHBC, Incorporated** (278833)  
6895 Ironwood Drive  
Riverside, California 92506  
United States

**Contact:** Victor M. Horchar  
**Phone:** 951-789-1015  
**Fax:** 951-789-1015  
**Email:** vhbcinc@earthlink.net

MBE, WBE

**Valued Engineering Inc** (334018)  
600 N. Mountain Ave Suite C102  
Upland, California 91786  
United States

**Contact:** JeffMeiter  
**Phone:** 909 982 4601  
**Fax:** 0  
**Email:** jeff@valued-eng.com

**WHA | Architects . Planners . Designers** (24174)  
680 Newport Center Dr. Suite 300  
Newport Beach, California 92660  
United States

**Contact:** Lindsay Hezmahhalch  
**Phone:** 949-250-0607 ext. 9782  
**Fax:** 949-999-2937  
**Email:** Lindsayh@whainc.com

**Ways2GO** (424171)  
567 Elk Shoals Creek Road  
Burnsville, North Carolina 28714  
United States

**Contact:** Julie Eldridge  
**Phone:** 828-808-8550  
**Fax:**  
**Email:** Eldridgeconsult@gmail.com

DBE, MIC, WBE, OSB

**WestLAND Group, Inc. (730050)**  
4150 Concours Suite 1  
Ontario, California 91764  
United States

**Contact:** Nancy Stoyanowski  
**Phone:** 909-989-9789 ext. 333  
**Fax:**  
**Email:** nstoyanowski@westlandgroup.net

MBE

**Willdan Engineering (280982)**  
2401 E Katella Ave  
Anaheim, California 92806  
United States

**Contact:** Tiryn Keller  
**Phone:** 714-978-8200  
**Fax:**  
**Email:** rfps@willdan.com

**Wood Environment & Infrastructure Solutions, Inc. (160078)**  
9210 Sky Park Court Suite 200  
San Diego, California 92123  
United States

**Contact:** So Cal Marketing  
**Phone:** 858-514-6415  
**Fax:** 858-300-4301  
**Email:** socialmarketing@woodplc.com

CADIR

**ipotrex infrastructure, inc. (237499)**  
914 ASHWORTH PL  
Glendora, California 91741  
United States

**Contact:** Salim Elachkar  
**Phone:** 909-576-6355  
**Fax:**  
**Email:** Salim.Elachkar@ipotrex.com

**megt architerra (425846)**  
445 santa ana avenue  
newport beach, California 92663  
United States

**Contact:** marjanehafkhami  
**Phone:** 9497220875  
**Fax:**  
**Email:** megtarc@gmail.com

**reEarth Consulting (649734)**  
410 Calle Nina  
San Clemente, California 92672  
United States

**Contact:** Lucian Toma  
**Phone:** 949-330-0788  
**Fax:**  
**Email:** lucian@reearthconsulting.com

**stantec consulting services inc (648163)**  
290 Conejo Ridge Avenue  
Thousand Oaks, California 91362  
United States

**Contact:** Kevin Kohan  
**Phone:** 805-338-2163  
**Fax:**  
**Email:** kevin.kohan@stantec.com

05/13/2021 10:33 AM (PST) 4 vendors notified

**using Criteria Category:**

- 90664 - Planning, Urban (Community, Regional, Area Wide, And State)
- 91827 - Community Development Consulting
- 91892 - Urban Planning Consulting

**Del Richardson & Associates Inc.** (1013773)  
510 S La Brea Ave  
Inglewood, California 90301  
United States

**Contact:** Maritsa Garcia  
**Phone:** 310-645-3729 ext. 229  
**Fax:**  
**Email:** maritsag@drainc.com

OSB, DBE, MBE, CADIR, MIC, WBE

**Inland Southern California 211+** (1010531)  
9624 Hermosa Avenue  
Rancho Cucamonga, California 91730  
United States

**Contact:** Alisa Lemke  
**Phone:** 909-980-2857 ext. 227  
**Fax:**  
**Email:** grants@iscuw.org

WBE

**MR+E** (1007063)  
1819 Stanford  
Santa Monica, California 90404  
United States

**Contact:** David Bergman  
**Phone:** 310-991-9585  
**Fax:**  
**Email:** david.bergman@mrpluse.com

**The Arroyo Group** (1007120)  
40 East Colorado Boulevard, Suite B  
Pasadena, California 91105  
United States

**Contact:** Philip Burns  
**Phone:** 626-795-9771  
**Fax:**  
**Email:** phil@arroyogroup.com

OSB, DBE, MIC

## Prospective Bidders

### 23 Prospective Bidders

Vendor	Contact	Vendor Type	Status
<b>4LEAF, Inc.</b> (1790798) 5140 Birch Street Second Floor Newport Meach, California 92660 United States	<b>Contact:</b> Christy Manzeck <b>Phone:</b> 925-462-5959 <b>Fax:</b> <b>Email:</b> cmanzeck@4leafinc.com	CADIR	Bidder
<b>Advanced Applied Engineering</b> (1787544) 3060 Saturn Suite 250 Brea, California 92821 United States	<b>Contact:</b> Jerry Farrell <b>Phone:</b> 714-940-0100 ext. 5131 <b>Fax:</b> 714-940-0700 <b>Email:</b> jfarrell@infengr.com	OSB, CADIR	Bidder
<b>Construction Bidboard</b> (1791340) 11622 El Camino Real Suite 100 San Diego, California 92130 United States	<b>Contact:</b> Nathaniel Malerk <b>Phone:</b> 800-479-5314 <b>Fax:</b> 619-688-0585 <b>Email:</b> planroom@ebidboard.com		Non-Bidder, receive communications
<b>De Novo Planning Group</b> (1787534) 180 E Main St, Suite 108 Tustin, California 92780 United States	<b>Contact:</b> Amanda Tropiano <b>Phone:</b> 714-453-7711 <b>Fax:</b> <b>Email:</b> atropiano@denovoplanning.com		Bidder
<b>Deltek</b> (1788446) 2291 Wood Oak Dr Herndon, Virginia 20171 United States	<b>Contact:</b> Source Management <b>Phone:</b> 206-373-9500 <b>Fax:</b> <b>Email:</b> sourcemanagement@deltek.com		Bidder
<b>ECONorthwest</b> (1787551) 222 SW Columbia Blvd Suite 1600 Portland, Oregon 97201 United States	<b>Contact:</b> Laura Knudson <b>Phone:</b> 206-388-0079 <b>Fax:</b> <b>Email:</b> rfp@econw.com		Bidder
<b>Fehr &amp; Peers</b> (1788318) 101 Pacifica Suite 300 Irvine, California 92618 United States	<b>Contact:</b> Jason Pack, PE <b>Phone:</b> 949-803-6311 <b>Fax:</b> <b>Email:</b> ocmarketing@fehrandpeers.com		Bidder
<b>Global Urban Strategies, Inc.</b> (1789278) 530 South Lake Avenue #478 Pasadena, California 91101 United States	<b>Contact:</b> Omar E. Hernandez <b>Phone:</b> 626-383-6565 <b>Fax:</b> <b>Email:</b> Omar@global-urban.com		Bidder
<b>Kimley-Horn and Associates, Inc.</b> (1788054) 1100 W. Town and Country Rd Suite 700 Orange, California 92868 United States	<b>Contact:</b> CA Marketing <b>Phone:</b> 714-939-1030 <b>Fax:</b> <b>Email:</b> ca.marketing@kimley-horn.com		Bidder
<b>LeSar Development Consultants</b> (1788423) 404 Euclid Ave, Suite 212 San Diego, California 92114 United States	<b>Contact:</b> Rachel Ralston <b>Phone:</b> 619-236-0612 <b>Fax:</b> <b>Email:</b> bizdev@lesardevelopment.com	WBE, MIC	Bidder



<b>LotusUSA,Inc</b> (1799407) 27125 Sierra Hwy # 326-A Santa Clarita, California 91351 United States	<b>Contact:</b> Siva Prasad Yalamanchi <b>Phone:</b> 213-298-7100 <b>Fax:</b> <b>Email:</b> sivaprasad@lotususainc.com	OSB, MBE, MIC, WBE	Bidder
<b>Medlin Workforce &amp; Reentry Solutions LLC</b> (1787675) 308 W Chapman Ave #333 Orange, California 92866 United States	<b>Contact:</b> Meghan Medlin <b>Phone:</b> 619-335-8737 <b>Fax:</b> <b>Email:</b> meghan@medlinsolutions.com		Non-Bidder, no communications
<b>MIG, Inc.</b> (1787804) 800 Hearst Avenue Berkeley, California 94710 United States	<b>Contact:</b> Serena Sidmore <b>Phone:</b> 510-845-7549 <b>Fax:</b> 510-845-8750 <b>Email:</b> marketing.mig@gmail.com		Bidder
<b>MR+E</b> (1789875) 1819 Stanford Santa Monica, California 90404 United States	<b>Contact:</b> David Bergman <b>Phone:</b> 310-991-9585 <b>Fax:</b> <b>Email:</b> david.bergman@mrpluse.com		Bidder
<b>Prime Vendor Inc.</b> (1787668) 4622 Cedar Avenue Wilmington, North Carolina 28403 United States	<b>Contact:</b> Kim Jones <b>Phone:</b> 910-794-2856 <b>Fax:</b> <b>Email:</b> govtbids@prime-vendor.com		Bidder
<b>Rincon Consultants, Inc.</b> (1787581) 180 N. Ashwood Ave. Ventura, California 93003 United States	<b>Contact:</b> John Dreher <b>Phone:</b> 805-644-4455 <b>Fax:</b> 805-644-4455 <b>Email:</b> info@rinconconsultants.com	OSB	Bidder
<b>RRM Design Group</b> (1788235) 3765 South Higuera Street Suite 102 San Luis Obispo, California 93401 United States	<b>Contact:</b> Annie Wessels <b>Phone:</b> 805-543-1794 <b>Fax:</b> <b>Email:</b> info@rrmdesign.com		Bidder
<b>Sargent Town Planning, Inc.</b> (1787937) 706 South Hill Street 11th Floor Los Angeles, California 90014 United States	<b>Contact:</b> David Sargent <b>Phone:</b> 213-328-2601 <b>Fax:</b> <b>Email:</b> dsargent@sargenttownplanning.com		Bidder
<b>SWA Group</b> (1787474) 570 Gleneyre Street 8th Floor Laguna Beach, California 92651 United States	<b>Contact:</b> Ryan Parr <b>Phone:</b> 949-497-5471 <b>Fax:</b> <b>Email:</b> rparr@swagroup.com		Bidder
<b>Tech/Knowledge, Inc.</b> (1794002) 10012 Norwalk Blvd., Suite 150 Santa Fe Springs,, California 90670 United States	<b>Contact:</b> Timothy V. Peters <b>Phone:</b> 626-844-1000 <b>Fax:</b> 626-844-1001 <b>Email:</b> bids@t-k.com	OSB, MIC	Bidder
<b>The Arroyo Group</b> (1789937) 40 East Colorado Boulevard, Suite B Pasadena, California 91105 United States	<b>Contact:</b> Philip Burns <b>Phone:</b> 626-795-9771 <b>Fax:</b> <b>Email:</b> phil@arroyogroup.com	OSB, DBE, MIC	Bidder

**Twining, Inc.** (1788143)  
111 Main Street Unit A  
Riverside, California 92501  
United States

**Contact:** Megan Calm  
**Phone:** 562-426-3355  
**Fax:** 562-426-6424  
**Email:** marketing@twininginc.com

Bidder

**Willdan Engineering** (1788409)  
2401 E Katella Ave  
Anaheim, California 92806  
United States

**Contact:** Tiryn Keller  
**Phone:** 714-978-8200  
**Fax:**  
**Email:** rfps@willdan.com

Bidder

## Addenda

None

## Bid Results

### Bidder Details

**Vendor Name** Advanced Applied Engineering  
**Address** 3060 Saturn Suite 250  
Brea, California 92821  
United States  
**Respondee** Andre Dupret  
**Respondee Title** Senior Vice President  
**Phone** 714-940-0100  
**Email** adupret@infengr.com  
**Vendor Type** OSB, CADIR  
**License #**  
CADIR

### Bid Detail

**Bid Format** Electronic  
**Submitted** 05/11/2021 12:37 PM (PST)  
**Delivery Method**  
**Bid Responsive** Yes  
**Bid Status** Submitted  
**Confirmation #** 253628  
**Ranking** 0

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
FEE SCHEDULE - Fontana LEAP Grant SP-49-DS-21_Infrastructure Engineers.pdf	FEE SCHEDULE - Fontana LEAP Grant SP-49-DS-21_Infrastructure Engineers.pdf	Cost File
PROPOSAL - Fontana LEAP Grant SP-49-DS-21_Infrastructure Engineers.pdf	PROPOSAL - Fontana LEAP Grant SP-49-DS-21_Infrastructure Engineers.pdf	Response File BAFO

## Bidder Details

**Vendor Name** Kimley-Horn and Associates, Inc.  
**Address** 1100 W. Town and Country Rd Suite 700  
Orange, California 92868  
United States  
**Respondee** Dave Barquist  
**Respondee Title** Principal in Charge  
**Phone** 714-705-1317  
**Email** dave.barquist@kimley-horn.com  
**Vendor Type**  
**License #**  
CADIR

## Bid Detail

**Bid Format** Electronic  
**Submitted** 05/11/2021 1:45 PM (PST)  
**Delivery Method** 5/11/21, 1:30 PM  
**Bid Responsive** Yes  
**Bid Status** Submitted  
**Confirmation #** 253655  
**Ranking** 0

## Respondee Comment

## Buyer Comment

## Attachments

File Title	File Name	File Type
KH Cost Proposal for City of Fontana LEAP Implementation.pdf	KH Cost Proposal for City of Fontana LEAP Implementation.pdf	Cost File
KH Proposal for City of Fontana LEAP Implementation.pdf	KH Proposal for City of Fontana LEAP Implementation.pdf	Response File

## Bidder Details

**Vendor Name** De Novo Planning Group  
**Address** 180 E Main St, Suite 108  
Tustin, California 92780  
United States  
**Respondee** Amanda Tropiano  
**Respondee Title** Principal  
**Phone** 714-453-7711  
**Email** atropiano@denovoplanning.com  
**Vendor Type**  
**License #**  
CADIR

## Bid Detail

**Bid Format** Electronic  
**Submitted** 05/11/2021 12:29 PM (PST)  
**Delivery Method** Electronic 5/11 12:30 PM  
**Bid Responsive** Yes  
**Bid Status** Submitted  
**Confirmation #** 253622  
**Ranking** 0

## Respondee Comment

## Buyer Comment

## Attachments

File Title	File Name	File Type
Fontana LEAP Walnut SP_Cost Proposal_051121.pdf	Fontana LEAP Walnut SP_Cost Proposal_051121.pdf	Cost File
Fontana LEAP Walnut SP_051121.pdf	Fontana LEAP Walnut SP_051121.pdf	Response File



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-1297

**Agenda #:** M.

**Agenda Date:** 4/12/2022

**Category:** Consent Calendar

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**FROM:**

Public Works

**SUBJECT:**

Award Bid SB-56-PW-22 for the Walnut Village Iron Fencing Removal and Installation Project

**RECOMMENDATION:**

Award bid and authorize the City Manager to execute a contract with J & A Engineering Corp. for the Walnut Village Iron Fencing and Installation Project in the amount of \$449,526 with a 10% contingency in the amount of \$44,952.

**COUNCIL GOALS:**

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

**DISCUSSION:**

This project consists of the replacement of 3,234 linear feet of deteriorated wrought iron fencing, surrounding eleven (11) existing City owned stormwater detention basins in the Walnut Village Community. The scope of work includes the removal and replacement of the existing fencing and gates, along with the installation of new "No Trespassing" and "No Parking" signage. The contract scope is all inclusive and all work is to be performed by the contractor.

The bid for this project was opened electronically at 2:00 P.M. on February 25, 2022. One hundred eighty-three (183) vendors were notified of the bid. Bid packets were downloaded/received by thirty-seven (37) vendors and we received ten (10) responses. Nine (9) Fontana Vendors were notified of the bid. No Fontana vendor responses were received. After evaluating the bid responses, staff is recommending J & A Engineering Corp. for award of contract as they are the lowest, most responsive, and responsible bidder.

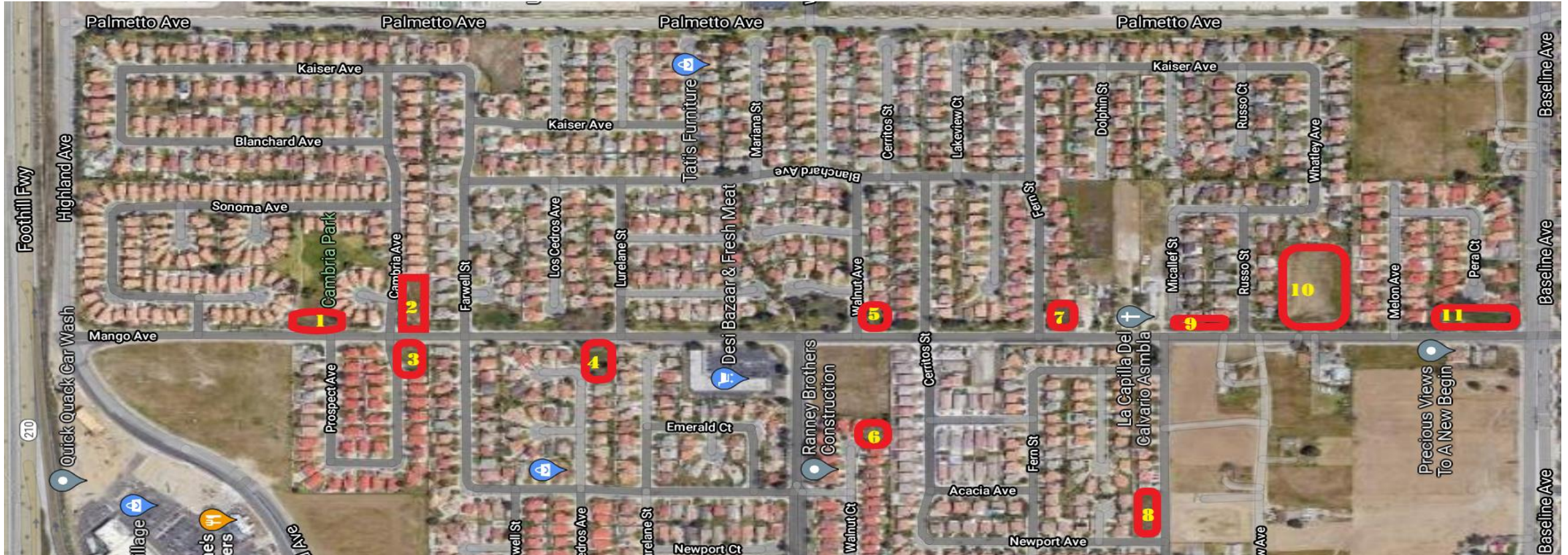
**FISCAL IMPACT:**

Funding for this project is included in the Fiscal Year 2021/2022 Operating budget in Fund 395 LMD # 1 ORG 39538275.

**MOTION:**

Approve staff recommendation.

# Walnut Village Iron Fence Replacement Project



**Basin # and Linear footage:** Provided measurements are for bidding purpose. Contractor is responsible to verify all measurements. All basins have an access gates (some are double gates, and some are single gate). Contractor is responsible to measure each access gate and bid each basin accordingly. Basin #4 not part of this bid.

**Basin #1:** Mango Ave North of Cambria Ave. 493 LF

**Basin #2:** Mango Ave. & Cambria Ave. (SEC) 373 LF

**Basin #3:** Mango Ave. & Cambria. (SWC) 223 LF

**Basin #4:** Los Cedros Ave & Jade Ct. 344 LF

**Basin #5:** Mango Ave. & Walnut Ave. (SEC) 196 LF

**Basin #6:** Walnut Ct, North of Acacia Ave. 84 LF

**Basin #7:** Mango Ave. & Fern St. (SEC) 227 LF

**Basin #8:** Micallef St. & Newport Ave. (NEC) 276 LF

**Basin #9:** Mango Ave. North of Russo St. LF

**Basin #10:** Mango Ave. South of Russo St. 440LF

**Basin #11:** Mango Ave. North of Baseline Ave. 268 LF





City of Fontana  
**Bid Results**  
**Walnut Village Iron Fencing Removal and  
Installation Project (SB-56-PW-22)**

<b>Vendor</b>	<b>Bid Amount</b>
J & A Engineering Corp.	\$449,526.00
AB Fence Company Inc.	\$547,031.10
Harris Steel Fence Co., Inc	\$553,014.00
Evans West, Inc.	\$562,418.34
Quality Fence Co., Inc.	\$565,950.00
Valley Cities Fence	\$587,977.24
Bellakai Construction	\$695,310.00
Red Hawk Services, Inc.	\$826,849.99
Sierra Pacific Fence Inc	\$968,253.59
Izurieta Fence Co, Inc.	\$974,016.01





## City of Fontana Purchasing Office

March 2, 2022

**TO:** Dan West, Public Works Manager

**FROM:** Ticha Loera, Purchasing Specialist 

**SUBJECT: RECAP OF BID SB-56-PW-22, WALNUT VILLAGE IRON FENCING  
REMOVAL AND INSTALLATION PROJECT**

The bid for the above-named project was opened electronically at 2:00 P.M. on February 25, 2022. One hundred eighty-three (183) vendors were notified of the bid. Bid packets were downloaded/received by thirty-seven (37) vendors and we received ten (10) responses. Nine Fontana Vendors were notified of the bid. No Fontana vendor responses were received. After evaluating the bid responses, the Purchasing Office is recommending J & A Engineering Corp. for award of contract as they are the lowest, most responsive, and responsible bidder.

If you agree with the Purchasing Office'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

## Bid Detail

<b>Project Title</b>	Walnut Village Iron Fencing Removal and Installation Project
<b>Invitation #</b>	SB-56-PW-22
<b>Bid Posting Date</b>	01/21/2022 6:33 PM (PDT)
<b>Project Stage</b>	Closed
<b>Bid Due Date</b>	02/25/2022 2:00 PM (PDT)
<b>Response Format</b>	Electronic only
<b>Link to Project Reference ID</b>	<a href="https://pbsystem.planetbids.com/portal/14391/bo/bo-detail/90191">https://pbsystem.planetbids.com/portal/14391/bo/bo-detail/90191</a>
<b>Project Type</b>	Bid
<b>Response Types</b>	Line Items General Attachment General Attachment General Attachment General Attachment General Attachment
<b>Type of Award</b>	Lump Sum
<b>Categories</b>	33000 - Fencing 33013 - Fencing, Chain Link (Including Fabric, Gates, Panels, Posts And Fittings) 33059 - Fencing, Wood (Including Components) 98815 - Fence Installation, Maintenance And Repair
<b>License Requirements</b>	C-13
<b>Restriction</b>	None
<b>Restricted To</b>	
<b>Department</b>	Purchasing
<b>Address</b>	8353 Sierra Ave Fontana, California
<b>County</b>	San Bernardino
<b>Bid Valid</b>	90 days
<b>Liquidated Damages</b>	\$500.00 for each and every calendar day of delay beyond the Performance Time or beyond Milestones
<b>Target Bid Amount</b>	\$400,000.00
<b>Estimated Bid Value</b>	\$400,000.00
<b>Start/Delivery Date</b>	
<b>Project Duration</b>	
<b>Prevailing Wage</b>	Yes
<b>Cooperative Bid</b>	No
<b>Piggy-backable</b>	No
<b>eBid Notes</b>	

## Pre-Bid Meeting Information

Pre-Bid Meeting No

## Online Q&A

Online Q&A Yes  
Q&A Deadline 02/22/2022 2:00 PM (PDT)

## Contact Information

**Contact Info** Ticha Loera 909-350-6696  
tloera@fontana.org  
**Bids to**  
**Owner's Agent**

## Description

**Scope of Services** The City of Fontana is soliciting bids for Walnut Village Iron Fencing Removal and Installation Project. In the event the City exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period, unless otherwise mutually agreed to in writing by both parties. Rates will be held for the duration of this contract. Adjustments shall be made in accordance with City Policy at the time of application.

The contractor is responsible for trimming or removing any plant material, trees, and anything else that is in the way of the removal of the existing fence and includes the installation of new fence. Contractor must regrade areas where the new fence will be installed to obtain a flat surface in order to achieve the minimum requirement gap between the new fence and the finish grade. Contractor must install 12" by 18" "No Trespassing Signs" every 40 feet similar to the one included in these specifications. Contractor to install a no parking signs at all access gates. Contractor must submit sample of the signs for City approval.

The materials and service list is not exhaustive and additional materials and services may be requested from the Contractor at any time during the contract period for new materials, installation, maintenance, repair and service. Material pricing must be all inclusive and include all items; such as, tax and shipping. All pricing will include labor, equipment, tools and incidentals per Green Book standards.

**Other Details** Questions and comments regarding this solicitation must be submitted in writing, no later than seven (7) days before the Submittal Deadline. Such submission, if any, must be sent using the bids online system at [www.fontanapurchasing.org](http://www.fontanapurchasing.org). "Questions and Answer" tab NO LATER THAN SEVEN (7) days prior to the due date of the bids. Answers, if any, made by the City will be answered using the bids online system.

**Notes**  
**Special Notices**  
**Local Programs &**  
**Policies**

## Documents

File Title	File Name	Status
ADDENDUM NO 2 - APPENDIX I - REVISED MAP	Addendum No 2 - REVISED APPENDIX I - MAP - Walnut Village Iron Fence Replacement Project.pdf	On Server
Bid Specifications - Walnut Village Fence Project, SB-56-PW-22	Bid Specifications - Walnut Village Fence Project, SB-56-PW-22.pdf	On Server
APPENDIX I - MAP - Walnut Village Iron Fence Replacement Project	APPENDIX I - MAP - Walnut Village Iron Fence Replacement Project.pdf	Recalled
APPENDIX II - Fence Specs.	APPENDIX II - Fence Specs.JPG	On Server
APPENDIX III - No Parking Sign	APPENDIX III - No Parking Sign.JPG	On Server
APPENDIX IV - Do Not Block Gate Sign	APPENDIX IV - Do Not Block Gate Sign.JPG	On Server
<b>Download Cost</b>	\$0.00	

## Line Items

Item #	Item Code	Section	Type	Description	UOM	Qty	Reference	MFR	Model #	Brand Req	Brand	Delivery Loc
1		Walnut Village Iron Fencing Removal and Installation Project		Mango Ave. North of Cambria Ave. With 16' A.G.	LF	493						
2		Walnut Village Iron Fencing Removal and Installation Project		Mango Ave. and Cambria Ave. (SEC) With 16' A.G.	LF	373						
3		Walnut Village Iron Fencing Removal and Installation Project		Mango Ave. and Cambria Ave. (SWC) With 16' A.G.	LF	223						
4		Walnut Village Iron Fencing Removal and Installation Project		Los Cedros Ave. and Jade Ct. With 12' A.G.	LF	348						
5		Walnut Village Iron Fencing Removal and Installation Project		Mango Ave. and Walnut Ave. (SEC) With 12' A.G.	LF	196						
6		Walnut Village Iron Fencing Removal and Installation Project		Walnut Ct. North of Acacia Ave. With 12' A.G.	LF	84						
7		Walnut Village Iron Fencing Removal and Installation Project		Mango Ave. and Fern St. (SEC) With 16' A.G.	LF	227						
8		Walnut Village Iron Fencing Removal and Installation Project		Micallef St. and Newport Ave. (NEC) With 10' A.G.	LF	276						
9		Walnut Village Iron Fencing Removal and Installation Project		Mango Ave. North of Russo St. With 12' A.G.	LF	306						
10		Walnut Village Iron Fencing Removal and Installation Project		Mango Ave. South of Russo St. (NEC) With 16' A.G.	LF	440						
11		Walnut Village Iron Fencing Removal and Installation Project		Mango Ave. North of Baseline Ave. With 12' A.G.	LF	268						

## Vendor Notification

**Agency Notifications** 178 City of Fontana vendors notified

01/21/2022 6:33 PM (PDT) 173 vendors notified

**using Criteria Category:**

33000 - Fencing

33013 - Fencing, Chain Link (Including Fabric, Gates, Panels, Posts And Fittings)

33059 - Fencing, Wood (Including Components)

98815 - Fence Installation, Maintenance And Repair

**1st Jon Inc. (233456)**

7320 Pierce Ave

Whittier, California 90602

United States

**Contact:** Kevin Schneider

**Phone:** 562-464-6931

**Fax:** 562-907-4080

**Email:** kevin@1stjon.com

OSB, MIC, WBE

**A & R Welding, Inc (367592)**

942 S. Santa Fe Avenue

Compton , California 90220

United States

**Contact:** Eric Zuniga

**Phone:** (310) 608-7700

**Fax:** (310) 608-7701

**Email:** Zunigawelding@yahoo.com

**A-1 Fence Company (317678)**

2831 E. La Cresta Ave

Anaheim, California 92806

United States

**Contact:** Michael Lowthers

**Phone:** 714-630-3390

**Fax:**

**Email:** MICHAEL@A1FENCE.COM

**A-Throne Company (517040)**

1850 E 33rd St

Long Beach, California 90807

United States

**Contact:** CoreyVane

**Phone:** 5629811197

**Fax:** 5629811197

**Email:** sales@athrone.com

**AB FENCE COMPANY INC (680057)**

1440 Beaumont ave Ste A2 #324

Beaumont, California 92223

United States

**Contact:** ESTIMATOR

**Phone:** 844-707-0007

**Fax:** 909-453-3254

**Email:** SALES@ABFENCECOMPANY.COM

**ADVANCED ENTRY SOLUTIONS (21619)**

8728 S. SAN PEDRO ST.

LOS ANGELES, California 90003

United States

**Contact:** DON CLAPP

**Phone:** 818-935-4891

**Fax:** 323-751-1124

**Email:** ENTRYSOLUTIONS1@AOL.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

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**Fax:** 909-646-7731

**Email:** ajbblockconstruction@gmail.com

MBE

<p><b>ASAP General Engineering (21783)</b> 1747 benedetto point perris, California 92571-9257 United States</p>	<p><b>Contact:</b> anselmo ybarra III <b>Phone:</b> 951-229-5952 ext. <b>Fax:</b> -- <b>Email:</b> asapgeneng@aol.com</p>	<p>OSB, DBE, MBE</p>
<p><b>AZ Construction, Inc. (57711)</b> 727 N. Glendora Ave. La Puente, California 91744 United States</p>	<p><b>Contact:</b> Ben Layos <b>Phone:</b> 626-333-0727 <b>Fax:</b> 626-333-7843 <b>Email:</b> blayos@acefencecompany.com</p>	<p>DBE, MBE, WBE, CADIR</p>
<p><b>Acacia Environmental Construction, Inc. (290779)</b> 604 S. San Marcos Rd. Santa Barbara, California 93111 United States</p>	<p><b>Contact:</b> James Colbert <b>Phone:</b> 805-364-0362 <b>Fax:</b> 805-964-6169 <b>Email:</b> colbert.james@gmail.com</p>	<p>OSB</p>
<p><b>Action Pipe Supply (211403)</b> po.box 9578 san bernardino, California 92427 United States</p>	<p><b>Contact:</b> dawn goveia <b>Phone:</b> 909-821-3034 <b>Fax:</b> 909-880-6040 <b>Email:</b> dawn@actionpipesupply.com</p>	
<p><b>Acton Controls, Inc. (581883)</b> 412 N. Main St. #100 Buffalo, Wyoming 82834 United States</p>	<p><b>Contact:</b> Richard Liggitt <b>Phone:</b> 949-856-2119 <b>Fax:</b> <b>Email:</b> richard@actoncontrols.com</p>	
<p><b>Aghapy Group Inc. (412831)</b> 10900 Hartland St. Bakersfield, California 93312 United States</p>	<p><b>Contact:</b> Michael Michael <b>Phone:</b> 562-900-2936 <b>Fax:</b> 661-589-7916 <b>Email:</b> mmichael@agc7.com</p>	<p>OSB</p>
<p><b>Alcorn Fence (683325)</b> 6445 Pedley rd. Riverside , California 92519 United States</p>	<p><b>Contact:</b> Chris Lamb <b>Phone:</b> 951-685-5871 <b>Fax:</b> <b>Email:</b> chris@alcornfence.com</p>	
<p><b>Alcorn Fence Company (247667)</b> 6445 Pedley Road Riverside, California 92509 United States</p>	<p><b>Contact:</b> Juana Lopez <b>Phone:</b> 951-685-5871 <b>Fax:</b> <b>Email:</b> jlopez@alcornfence.com</p>	
<p><b>All American Fence Erectors (21666)</b> 16653 Walnut St. Hesperia, California 92345-6040 United States</p>	<p><b>Contact:</b> Jesse Ware <b>Phone:</b> 760-948-2428 ext. <b>Fax:</b> 760-948-3643 <b>Email:</b> Jesse@aafe.net</p>	
<p><b>All American Ironworks (749564)</b> 14582 Lighthouse Lane P.O. Box #1346 Helendale, California 92342 United States</p>	<p><b>Contact:</b> Alan Srader <b>Phone:</b> 951-830-2828 <b>Fax:</b> <b>Email:</b> Allamericanironworks.as@gmail.com</p>	<p>OSB, CADIR</p>



<b>All American Mechanical Contractors, Inc.</b> (396932) 940 CHALLENGER ST. BREAA, California 92821 United States	<b>Contact:</b> GREGDENNING <b>Phone:</b> 5626902176 <b>Fax:</b> <b>Email:</b> greg.denning@facilities-maintenance.com	
<b>All Cities Fence</b> (21668) 255 N Lincoln Ave Corona, California 92882 United States	<b>Contact:</b> Phil <b>Phone:</b> 909-947-9289 ext. <b>Fax:</b> -- <b>Email:</b> phil@acefd.com	NAP, OSB, DBE, MBE
<b>All-State Fence Company</b> (37370) 8507 East Tioga Way Anaheim Hills , California 92808 United States	<b>Contact:</b> Wally McManus <b>Phone:</b> 714-273-6300 <b>Fax:</b> <b>Email:</b> wallymcmanus@gmail.com	
<b>Alliance Distributing</b> (101686) 2670 S. Myrtle Avenue Monrovia, California 91016 United States	<b>Contact:</b> George Martinez <b>Phone:</b> 626-445-5520 <b>Fax:</b> 626-445-5504 <b>Email:</b> allianceegm@aol.com	OSB
<b>Amazing Electric Inc.</b> (812195) 2484 Olive Ave Altadena, California 91001 United States	<b>Contact:</b> Homan <b>Phone:</b> 213-300-6051 <b>Fax:</b> <b>Email:</b> homan@amazingelectricinc.com	
<b>American Precast Concrete</b> (704473) 2246 Durfee Ave. El Monte, California 91732 United States	<b>Contact:</b> Navid Yasharel <b>Phone:</b> 818-584-8813 <b>Fax:</b> <b>Email:</b> Navid@americanprecast.com	
<b>American Wire Inc</b> (260579) 784 S Lugo Ave. San Bernardino, California 92408 United States	<b>Contact:</b> Ivan Resendez <b>Phone:</b> 909-884-9990 <b>Fax:</b> 909-884-9022 <b>Email:</b> info@americanwire.net	
<b>Ameristar Fence Products</b> (156282) 1555 N. Mingo Road Tulsa, Oklahoma 74116 United States	<b>Contact:</b> Roger Trinka <b>Phone:</b> 888-333-3422 <b>Fax:</b> 877-926-3747 <b>Email:</b> rtrinka@ameristarfence.com	
<b>Architecture Welding Designs</b> (458212) 2976 Rubidoux Blvd Riverside, California 92509 United States	<b>Contact:</b> Jesus Anguiano <b>Phone:</b> 951-756-4654 <b>Fax:</b> <b>Email:</b> jr.anguiano.01@gmail.com	OSB
<b>Area-West Fence Company</b> (21768) 12566 Vigilante Road Lakeside, California 92040 United States	<b>Contact:</b> Gus Madrigal <b>Phone:</b> 619-569-8014 ext. <b>Fax:</b> 619-561-4944 <b>Email:</b> gus@areawestfence.com	OSB
<b>Aria 4 Construction Inc.</b> (724614) 2913 El Camino Real #110 Tustin, California 92782 United States	<b>Contact:</b> Derek <b>Phone:</b> 949-409-4073 <b>Fax:</b> <b>Email:</b> aria4con@gmail.com	

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MIC, WBE

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**CINCO IRON WORKS,INC. (22057)**  
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**Cali Fence Co (696052)**  
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**Commercial Door Company, Inc. (32772)**  
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 Pomona, California 91766  
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OSB, MBE, CADIR

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OSB, CADIR, MIC

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9874 Lombardy Ave Fontana  
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FON, MBE, WBE

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S-3, FON, MBE, WBE

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**Diversified Pacific Development, Inc** (304077)  
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MBE

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CADIR

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**Elite Construction (22379)**  
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**Environmental Specialty Produc (556480)**  
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 United States

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 United States

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**Fax:** 951-352-5991  
**Email:** rod@exceldoor.com

OSB, CADIR, MIC

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 MIRA LOMA, California 91752  
 United States

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**Fax:** 951-346-4075  
**Email:** fencellent@gmail.com

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 18440 Van Buren Blvd  
 Riverside, California 92058  
 United States

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**Email:** b.acre@fencecorp.us

**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

**Fj s construction (628356)**  
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 Rancho Cucamonga, California 91730  
 United States

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**Fax:**  
**Email:** carpenterb32@aol.com

**Full Circle Design and Engineering (314423)**  
8059 Cherrystone Ave.  
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United States

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**Phone:** 818-817-1391  
**Fax:**  
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CADIR

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OSB, DBE, CADIR

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OSB, WBE

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OSB, CADIR

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**Phone:** 5592971822  
**Fax:** 866-382-3182  
**Email:** callangelbiz@gmail.com

**WCCR Construction (24134)**  
 2910 S. Archibald Ave Suite A370  
 Ontario, California 91761  
 United States

**Contact:** John Buck  
**Phone:** 909-923-8511 ext.  
**Fax:** 866-887-9720  
**Email:** jbuck@wccrca.com

OSB, MIC

**WCM & ASSOCIATES,INC (949405)**  
 13458 Oak Mountian Dr  
 Yucaipa, California 92399  
 United States

**Contact:** PAUL SOWELL  
**Phone:** 951-201-9823  
**Fax:**  
**Email:** WCMASSOCIATES@GMAIL.COM

**Westbrook Fence Crop. (24148)**  
 PO Box 90310  
 San Bernardino, California 92407  
 United States

**Contact:** Dale westbrook  
**Phone:** 909-887-2638 ext.  
**Fax:** --  
**Email:** dale.westbrookfence@live.com

**Wolverine Fence Company, Inc. (24187)**  
 930 S. Cypress St.  
 La Habra, California 90631  
 United States

**Contact:** Bobby Horack  
**Phone:** 562-948-2030 ext.  
**Fax:** 562-948-2354  
**Email:** bobby@wolverinefence.com

**desert rose construction Inc, (377151)**  
 420 n. mckinley suite 111-366  
 corona, California 92879  
 United States

**Contact:** agnes el zein everett  
**Phone:** 951-772-9497  
**Fax:**  
**Email:** agnesdesertr@gmail.com

WBE

**fencecorp inc (22481)**  
 882 n main st  
 riverside, California 92501  
 United States

**Contact:** bob mcpherson  
**Phone:** 951-686-3170 ext.  
**Fax:** 951-788-7759  
**Email:** b.mcpherson@fencecorp.us

**remmi construction inc (1060783)**  
 3380 La Sierra ave ste104-270  
 riverside, California 92503  
 United States

**Contact:** maricarmen navarrete  
**Phone:** 562-822-6729  
**Fax:**  
**Email:** remmi\_construction@outlook.com

FON, CADIR

**rising starr construction inc. (458532)**  
 23011 de berry street  
 grand terrace, California 92313  
 United States

**Contact:** su toailoa  
**Phone:** 909-283-8623  
**Fax:**  
**Email:** risingstarr.inc@gmail.com

**talley metal fabrication (23860)**  
 989 w 7th st  
 san jacinto, California 92581  
 United States

**Contact:** bob lomas  
**Phone:** 951-654-2123 ext.  
**Fax:** 951-654-3631  
**Email:** boblomas@talleymetal.com

02/03/2022 5:36 PM (PDT) 3 vendors notified

**using Criteria Category:**

33000 - Fencing

33013 - Fencing, Chain Link (Including Fabric, Gates, Panels, Posts And Fittings)

33059 - Fencing, Wood (Including Components)

98815 - Fence Installation, Maintenance And Repair

**Coast Iron Works** (1093581)  
234 Broad Ave  
Wilmington, California 90744  
United States

**Contact:** James  
**Phone:** 310-953-5732  
**Fax:**  
**Email:** jim@coastironworks.com

CADIR

**Evans West, Inc.** (1093597)  
PO Box 640  
Rye, Colorado 81069  
United States

**Contact:** Matt Evans  
**Phone:** 951-816-7755  
**Fax:**  
**Email:** matt@evanswest.com

WBE

**Everfence Corporation** (1096497)  
12309 Telegraph Road  
Santa Fe Springs, California 90670  
United States

**Contact:** Joshua Myers  
**Phone:** 562-946-2872  
**Fax:**  
**Email:** josh@everfence.com



02/04/2022 5:25 PM (PDT) No vendors notified

**using Criteria Category:**

33000 - Fencing

33013 - Fencing, Chain Link (Including Fabric, Gates, Panels, Posts And Fittings)

33059 - Fencing, Wood (Including Components)

98815 - Fence Installation, Maintenance And Repair

02/15/2022 12:48 PM (PDT) No vendors notified

**using Criteria Category:**

33000 - Fencing

33013 - Fencing, Chain Link (Including Fabric, Gates, Panels, Posts And Fittings)

33059 - Fencing, Wood (Including Components)

98815 - Fence Installation, Maintenance And Repair

02/22/2022 11:25 AM (PDT) No vendors notified

**using Criteria Category:**

33000 - Fencing

33013 - Fencing, Chain Link (Including Fabric, Gates, Panels, Posts And Fittings)

33059 - Fencing, Wood (Including Components)

98815 - Fence Installation, Maintenance And Repair

02/24/2022 11:38 AM (PDT) 2 vendors notified

**using Criteria Category:**

33000 - Fencing

33013 - Fencing, Chain Link (Including Fabric, Gates, Panels, Posts And Fittings)

33059 - Fencing, Wood (Including Components)

98815 - Fence Installation, Maintenance And Repair

**Harrison Building, Inc (1103247)**

4533 Macarthur Blvd.,  
Newport Beach, California 92660  
United States

**Contact:** Patrick Audenis

**Phone:** 949-278-1727

**Fax:**

**Email:** info@harrisondb.com

CADIR

**Sierra Pacific Fence Inc (1103211)**

2240 Hutchison St  
Vista, California 92084  
United States

**Contact:** Steve Rodriguez

**Phone:** 760-224-2770

**Fax:**

**Email:** steve@spfinc.net

CADIR, MBE

02/25/2022 10:44 AM (PDT) No vendors notified

**using Criteria Category:**

33000 - Fencing

33013 - Fencing, Chain Link (Including Fabric, Gates, Panels, Posts And Fittings)

33059 - Fencing, Wood (Including Components)

98815 - Fence Installation, Maintenance And Repair

02/25/2022 10:46 AM (PDT) No vendors notified

**using Criteria Category:**

33000 - Fencing

33013 - Fencing, Chain Link (Including Fabric, Gates, Panels, Posts And Fittings)

33059 - Fencing, Wood (Including Components)

98815 - Fence Installation, Maintenance And Repair

## Prospective Bidders

### 37 Prospective Bidders

Vendor	Contact	Vendor Type	Status
<b>AB FENCE COMPANY INC</b> (1983350) 1440 Beaumont ave Ste A2 #324 Beaumont, California 92223 United States	<b>Contact:</b> ESTIMATOR <b>Phone:</b> 844-707-0007 <b>Fax:</b> 909-453-3254 <b>Email:</b> SALES@ABFENCECOMPANY.COM		Bidder
<b>AGC Plan Room</b> (1983885) 10140 Riverford Rd. Lakeside, California 92040 United States	<b>Contact:</b> Plan Room <b>Phone:</b> 858-558-7444 <b>Fax:</b> <b>Email:</b> planroom@agcsd.org		Non-Bidder, receive communications
<b>Alcorn Fence Company</b> (1970906) 6445 Pedley Road Riverside, California 92509 United States	<b>Contact:</b> Juana Lopez <b>Phone:</b> 951-685-5871 <b>Fax:</b> <b>Email:</b> jlopez@alcornfence.com		Bidder
<b>AZ Construction, Inc.</b> (1969015) 727 N. Glendora Ave. La Puente, California 91744 United States	<b>Contact:</b> Ben Layos <b>Phone:</b> 626-333-0727 <b>Fax:</b> 626-333-7843 <b>Email:</b> blayos@acefencecompany.com	DBE, MBE, WBE, CADIR	Bidder
<b>Bellakai construction</b> (1972232) 7258 PONTO DR CARLSBAD, California 92011 United States	<b>Contact:</b> LUIGI DILERNIA <b>Phone:</b> 808-895-8933 <b>Fax:</b> <b>Email:</b> bellakaiconstruction@gmail.com		Bidder
<b>Bid America</b> (1976072) 41085 Elm Street Murrieta, California 92562 United States	<b>Contact:</b> Tracy Kirby <b>Phone:</b> 951-813-2084 ext. 1 <b>Fax:</b> <b>Email:</b> planroom@bidamerica.com		Bidder
<b>California Landscape and Design, Inc.</b> (1989050) 273 N. Benson Ave Upland, California 91786 United States	<b>Contact:</b> Alberto Carrasco <b>Phone:</b> 909-949-1601 <b>Fax:</b> 909-981-9368 <b>Email:</b> admin@calandscape.com	CADIR	Bidder
<b>ConstructConnect</b> (1969085) 28 N Clark Ste 450 Chicago, Illinois 60602 United States	<b>Contact:</b> Jim Rittenhouse <b>Phone:</b> 877-737-6482 <b>Fax:</b> 312-275-7197 <b>Email:</b> Content@constructconnect.com		Bidder
<b>Construction Bidboard</b> (1969703) 11622 El Camino Real Suite 100 San Diego, California 92130 United States	<b>Contact:</b> Nathaniel Malerk <b>Phone:</b> 800-479-5314 <b>Fax:</b> 619-688-0585 <b>Email:</b> planroom@ebidboard.com		Non-Bidder, receive communications
<b>Construction Journal</b> (1986607) 400 SW 7th Street Stuart, Florida 34994 United States	<b>Contact:</b> Sylvia Whitcomb <b>Phone:</b> 800-785-5165 ext. 438 <b>Fax:</b> <b>Email:</b> s.whitcomb@constructionjournal.com		Non-Bidder, receive communications

<b>Contractor Managing General Insurance Agency Inc.</b> (1985365) 20335 Ventura Blvd., Ste 426 Woodland Hills, California 91364 United States	<b>Contact:</b> Matthew Dionisio <b>Phone:</b> 866-363-2642 <b>Fax:</b> <b>Email:</b> matthew@cmgia.com		Bidder
<b>DEFENCE COMPANY</b> (1975444) 865 W Chester Rd Covina, California 91722 United States	<b>Contact:</b> RUDY GUTIERREZ <b>Phone:</b> 626-338-2288 <b>Fax:</b> 626-470-9723 <b>Email:</b> defenceco@gmail.com		Bidder
<b>Deltek</b> (1970131) 2291 Wood Oak Dr Herndon, Virginia 20171 United States	<b>Contact:</b> Source Management <b>Phone:</b> 206-373-9500 <b>Fax:</b> <b>Email:</b> sourcemanagement@deltek.com		Bidder
<b>EBSA Construction</b> (1968860) 31 Mandrake way Irvine, California 92612 United States	<b>Contact:</b> Ebrahim Ashtiani <b>Phone:</b> 949-735-5033 <b>Fax:</b> <b>Email:</b> info@ebsaconstruction.com	OSB, CADIR	Bidder
<b>Evans West, Inc.</b> (1968953) PO Box 640 Rye, Colorado 81069 United States	<b>Contact:</b> Matt Evans <b>Phone:</b> 951-816-7755 <b>Fax:</b> <b>Email:</b> matt@evanswest.com	WBE	Bidder
<b>Everfence Corporation</b> (1974815) 12309 Telegraph Road Santa Fe Springs, California 90670 United States	<b>Contact:</b> Joshua Myers <b>Phone:</b> 562-946-2872 <b>Fax:</b> <b>Email:</b> josh@everfence.com		Bidder
<b>Harris Steel Fence Co., Inc</b> (1969379) 8728 S San Pedro St Los Angeles, California 90003 United States	<b>Contact:</b> Daniel blanciak <b>Phone:</b> 323-751-4104 <b>Fax:</b> <b>Email:</b> kanoudi@harrisfenceco.com	OSB, CADIR	Bidder
<b>Harrison Building, Inc</b> (1992710) 4533 Macarthur Blvd., Newport Beach, California 92660 United States	<b>Contact:</b> Patrick Audenis <b>Phone:</b> 949-278-1727 <b>Fax:</b> <b>Email:</b> info@harrisondb.com	CADIR	Bidder
<b>IMS</b> (1969154) 945 Hornblend Street Suite G San Diego, California 92109 United States	<b>Contact:</b> Mark Ettingsys <b>Phone:</b> 888-467-3151 <b>Fax:</b> <b>Email:</b> ims_bids@construction.com		Bidder
<b>In-Line Fence &amp; Railing</b> (1969246) 1307 Walnut Street Ramona, California 92065 United States	<b>Contact:</b> David Ortiz <b>Phone:</b> 760-789-0282 <b>Fax:</b> <b>Email:</b> estimating@inlinerail.com	OSB, DBE, MBE, CADIR	Bidder
<b>Irvine fence inc</b> (1970555) 710 East Debra Lane Anaheim, California 92805 United States	<b>Contact:</b> Eddie Verdin <b>Phone:</b> 714-497-5444 <b>Fax:</b> <b>Email:</b> eddieverdin@irvinefenceinc.com	CADIR	Bidder



<b>Izurieta Fence Co, Inc. (1970025)</b> 3000 Gilroy St. Los Angeles, California 90039 United States	<b>Contact:</b> Peter Izurieta <b>Phone:</b> 323-661-4759 <b>Fax:</b> <b>Email:</b> izurietafence@aol.com		Bidder
<b>J &amp; A Engineering Corp. (1980905)</b> 824 N. Todd Avenue Azusa, California 91702-2228 United States	<b>Contact:</b> Mike Miranda <b>Phone:</b> 626-334-3209 <b>Fax:</b> <b>Email:</b> admin@jnafence.com		Bidder
<b>JT Construction Group Inc (1976525)</b> 1730 Evergreen St Duarte, California 91010 United States	<b>Contact:</b> Edvin Tsaturyan <b>Phone:</b> 626-500-0404 <b>Fax:</b> <b>Email:</b> jtconstructiongroup4@gmail.com	CADIR	Bidder
<b>KN Inc. (1970093)</b> 907 State Street San Diego, California 92093 United States	<b>Contact:</b> Katten Nepalen <b>Phone:</b> 800-444-8884 <b>Fax:</b> <b>Email:</b> nepalkat23@gmail.com		Bidder
<b>Lightning Fence Co., Inc. (1971284)</b> 14321 Old San Pasqual Rd Escondido, California 92025 United States	<b>Contact:</b> Dan Flud <b>Phone:</b> 858-829-1125 <b>Fax:</b> 858-679-6523 <b>Email:</b> dan@lightningfenceinc.com	MBE, OSB	Bidder
<b>North America Procurement Council Inc., PBC (1972822)</b> PO Box 40444 Grand Junction, Colorado 81504 United States	<b>Contact:</b> Eric Johnson <b>Phone:</b> 302-450-1923 <b>Fax:</b> <b>Email:</b> sourcemanagement@napc.me		Bidder
<b>P&amp;A Wrought Iron (1974729)</b> 4370 Hallmark Pkwy Ste 106 San Bernardino, California 92407 United States	<b>Contact:</b> andres olguin <b>Phone:</b> 909-208-7865 <b>Fax:</b> 909-391-0190 <b>Email:</b> pawroughtiron@gmail.com		Bidder
<b>Perimeter Security Group (1973345)</b> 7488 N Government Way Coeur d Alene, Idaho 83815 United States	<b>Contact:</b> Brenda Blood <b>Phone:</b> 208-772-1700 <b>Fax:</b> <b>Email:</b> bids@perimetersecuritygroup.com		Bidder
<b>PWXpress (1969634)</b> 1900 Coffeeport Rd, Jacksonville, Florida 32208 United States	<b>Contact:</b> mary miller <b>Phone:</b> 408-676-8941 <b>Fax:</b> <b>Email:</b> bids@pwxpress.com		Bidder
<b>Quality Fence Co., Inc. (1971521)</b> 14929 Garfield Ave. Paramount, California 90723-3414 United States	<b>Contact:</b> Maria Medina <b>Phone:</b> 323-585-8585 <b>Fax:</b> 562-869-7804 <b>Email:</b> maria.m@qualityfencesocal.com		Bidder
<b>RED HAWK SERVICES, INC. (1971730)</b> 262 E 1ST STREET PERRIS, California 92570 United States	<b>Contact:</b> SCOTT MOORE <b>Phone:</b> 951-657-6400 ext. 30 <b>Fax:</b> <b>Email:</b> scott@redhawkfence.com	OSB, MIC, CADIR	Bidder

<b>Sierra Pacific Fence Inc</b> (1992467) 2240 Hutchison St Vista, California 92084 United States	<b>Contact:</b> Steve Rodriguez <b>Phone:</b> 760-224-2770 <b>Fax:</b> <b>Email:</b> steve@spfinc.net	CADIR, MBE	Bidder
<b>Total Fence Solutions, Inc</b> (1968927) 7040 Avenida Encinas #104-248 Carlsbad, California 92011 United States	<b>Contact:</b> Mark Goldstein <b>Phone:</b> 661-600-8111 <b>Fax:</b> <b>Email:</b> totalfencesolutions@yahoo.com	CADIR	Bidder
<b>U.S. Building Materials, Corp</b> (1968836) 8815 Somerset Blvd Paramount, California 90723 United States	<b>Contact:</b> Mathew Puentes <b>Phone:</b> 909-331-7982 <b>Fax:</b> 562-408-6116 <b>Email:</b> usbuildingmaterialscorp@gmail.com	DBE, MBE	Bidder
<b>valley cities fence</b> (1982781) 1338 6th st norco, California 92860 United States	<b>Contact:</b> David Gonzales <b>Phone:</b> 951-735-1145 ext. 301 <b>Fax:</b> <b>Email:</b> mhicksvcf@yahoo.com		Bidder
<b>Westbrook Fence Crop.</b> (1969228) P.O. Box 90310 San Bernardino, CA 92427 San Bernardino, California 92427 United States	<b>Contact:</b> Dale Westbrook <b>Phone:</b> 909-578-2895 <b>Fax:</b> 909-887-2648 <b>Email:</b> dale.westbrookfence@live.com		Bidder



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-1306

**Agenda #:** N.

**Agenda Date:** 4/12/2022

**Category:** Consent Calendar

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**FROM:**

Administrative Services

**SUBJECT:**

Declaring Surplus Land - Arrow Blvd. & Citrus Avenue Property

**RECOMMENDATION:**

1. Approve **Resolution No. 2022-\_\_\_\_** declaring that two City-owned vacant lots on the SWC of Arrow Blvd. and Citrus Avenue (Assessor's Parcel Numbers 0232-201-12 and 0232-201-13) are "Surplus Land" pursuant to the Surplus Land Act, Government Code Section 54220 Et Seq.; and approving the form of Notice of Availability.

2. Authorize the City Manager and/or his designee(s) to take all actions necessary or appropriate to comply with the Surplus Land Act.

**COUNCIL GOALS:**

- To practice sound fiscal management by living within our means while investing in the future.
- To invest in the city's infrastructure (streets, sewers, parks, etc.) by improving the aesthetics of the community.
- To preserve the local environment for generations to come and to create a healthy economic and environmental future by creating communities and neighborhoods that are attractive, safe, and convenient for walkers and bicyclists.

**DISCUSSION:**

The City of Fontana owns two vacant lots (Assessor's Parcel Numbers 0232-201-12-0000 and 0232-201-13-0000) on the southwest corner of Arrow Blvd. and Citrus Avenue encompassing approximately 4.65 acres. The lots were historically used for agricultural purposes, but are currently vacant, zoned as general commercial (FBC), and surrounded by retail, commercial, and multi-family land uses.

The properties are no longer necessary for the City's use, and the City intends to complete the Surplus Land Act process. Assuming no interest from affordable housing developers or, if there is interest, failure to come to terms on some form of disposition and development after good-faith negotiations, the City intends to dispose of the properties for use as the new facility and offices for Water of Life Church and CityLink for their delivery of services to the Fontana community. The relocation of WOL/CityLink would allow the City to complete plans for the revitalization of Downtown

Fontana.

By approving the attached Resolution, the City would declare these properties as “surplus land,” under the Surplus Land Act and Government Code section 54221, and these parcels are no longer necessary for the City’s use.

In order for the City to dispose of these parcels, the City must first go through a public/stakeholder engagement process in accordance with state law and the Surplus Land Act. This process requires the City to transmit (mainly by email) a Notice of Availability - “NOA” (a form of which is attached to the Resolution) to designated entities under state law and allow for a 60-day period during which these entities, including potential affordable housing developers and public entities with jurisdiction over the parcels, may express their interest in negotiating on any of those parcels.

The Surplus Land Act requires this right of first refusal in an effort to mitigate the state’s housing supply crisis. The City is also required to engage in “good-faith” property negotiations for at least 90-days on price and terms with any party that submits a qualified notice of interest. The City also has reporting and compliance obligations to the Department of Housing and Community Development, who can impose penalties based on the ultimate sales price of the parcel, if the Surplus Land Act is not followed prior to disposition.

This action and resolution simply begins the surplus land disposition process and allows staff to adequately vet any interest by the public, affordable housing developers, and/or other entities designated under the Surplus Land Act.

Upon conclusion of the public engagement process, the City may market the property to the general public.

Approval of the attached resolution will allow the City to commence the Surplus Land Act process, by issuing the NOA to those entities statutorily entitled to receive it. The disposition of these properties will facilitate the relocation of WOL/CityLink, allowing the City to complete plans for the revitalization of Downtown Fontana.

**FISCAL IMPACT:**

N/A

**MOTION:**

Approve staff recommendation.

RESOLUTION NO. 2022-\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, DECLARING THAT TWO CITY OWNED VACANT LOTS KNOWN AS ETIWANDA VINEYARDS TRACTS E AND W (ASSESSOR'S PARCEL NUMBERS 0232-201-12-0000 AND 0232-201-13-0000) AS "SURPLUS LAND" PURSUANT TO THE SURPLUS LAND ACT, GOVERNMENT CODE SECTION 54220 ET SEQ.; APPROVING FORM OF NOTICE OF AVAILABILITY; AND AUTHORIZING THE CITY MANAGER AND HIS DESIGNEE(S) TO TAKE ALL ACTIONS NECESSARY TO COMPLY WITH THE SURPLUS LAND ACT**

**WHEREAS**, The City of Fontana owns two vacant lots (Assessor's Parcel Numbers 0232-201-12-0000 and 0232-201-13-0000) ("Vacant Lots") that are no longer necessary for the City's use and should be declared as surplus property suitable for disposition; and

**WHEREAS**, under the California Surplus Land Act ("SLA"), Government Code Section 54220-54233, surplus property is defined as land owned by any local agency that is no longer necessary for the agency's use; and

**WHEREAS**, effective January 1, 2020, the SLA was amended to require all local agencies to formally declare agency-owned properties as "surplus land" prior to taking action to dispose of such properties and to issue a "Notice of Availability" (NOA) to certain entities statutorily entitled to notice; and

**WHEREAS**, the declaration of surplus land must be made by the local agency's legislative body at a regular open meeting supported by written findings; and

**WHEREAS**, the City Council has made findings that the Vacant Lots are no longer necessary for the City's use; and

**WHEREAS**, the City intends to follow the provisions of the SLA in the disposition of the Vacant Lots and prioritize affordable housing in the disposition of such land to the extent required by law; and

**WHEREAS**, this declaration of surplus land does not obligate the City to subsequently dispose of the Vacant Lots and is not an action that results in a binding commitment by the City to move forward with the disposition of the property.

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

Resolution No. 2022-\_\_\_\_  
April 12, 2022

**SECTION 1.** The City Council finds and declares that the City-owned Vacant Lots (Assessor's Parcel Numbers 0232-201-12-0000 and 0232-201-13-0000) are surplus and no longer necessary for the City's use, in accordance with the California Surplus Land Act (Government Code Section 54220 et seq.). The City Council bases this declaration on the following findings:

- The City currently owns two adjacent lots located along the south of Arrow Boulevard between Tokay Avenue and Citrus Avenue
- The lots were historically used for agricultural purposes, but have been underutilized and often left vacant by their previous owners for the past several decades. The lots are currently vacant.
- Since cessation of agricultural activity on the lots, the character, land uses, boundaries and businesses in the area have changed and/or evolved.
- Land uses in the area surrounding the lots have shifted to residential, commercial, and other non-agricultural uses, and the lots have been rezoned for commercial use.
- Under-utilization, maintenance and operational cost as well as other liability issues makes it cost prohibitive to retain ownership of the lots as vacant land.
- Retaining ownership of the lots also prevents them from being developed into their highest and best use.

**SECTION 2.** The City Council finds and determines, after independent review and consideration, that the action of declaration of surplus land does not result in a binding commitment by the City to authorize or advance the disposition of the Vacant Lots; will not result in a direct or indirect physical change in the environment; and does not constitute an approval of a project pursuant to CEQA Guidelines Sections 15004 and 15352.

**SECTION 3.** The City Council approves the form of Notice of Availability attached hereto as Exhibit A and authorizes the City Manager or his designee(s) to take all actions necessary to comply with the SLA, including but not limited to issuing the Notice of Availability for the Vacant Lots to all entities statutorily entitled to receive such notice.

**SECTION 4.** The City Clerk shall attest and certify to the passage and adoption of this Resolution, and it shall become effective immediately upon its approval.

**PASSED, APPROVED AND ADOPTED** this 12<sup>th</sup> day of April, 2022.

**CITY OF FONTANA:**

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Acquanetta Warren  
Mayor

**Resolution No. 2022-XX**

April 12, 2022

Page 2 of 3

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**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
Ruben Duran  
City Attorney

\_\_\_\_\_  
City Clerk

I, HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of Fontana at a regular meeting thereof held on April 12, 2022' by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
City Clerk

**Resolution No. 2022-XX**

April 12, 2022

Page 3 of 3

16498.00100\34899203.2

[City Letterhead]

Monday, April 18<sup>th</sup>

To All Interested Parties:

**RE: Notice of Availability/Offer to Sell Surplus Property**

As required by the Surplus Land Act (Government Code Section 54220 et seq.) (the “Act”) of the State of California, the CITY OF FONTANA (the “City”) is providing notification that the City intends to sell the surplus property listed in the accompanying table.

APN	ADDRESS	SIZE (AC)	ZONING	GENERAL PLAN DESIGNATION	CURRENT USE
#023220113 #023220112	N/A	4.65 Acres	FBC	WMXU - 1	Vacant Land

The City of Fontana recently purchased two vacant parcels of land (APN#023220112 & APN#023220113) from Rosemead Properties. The City envisions a mixed-used development on the property, potentially including office space, classrooms, and a multi-purpose room for community-based programs. The \$3,040,000 purchase price was supported by an MAI appraisal and environmental assessment completed on the property.

Located on the South-West corner of Arrow Blvd. and Citrus Avenue, the former Rosemead Properties land encompasses approximately 4.65 acres. The property is currently zoned as general commercial (FBC) and is surrounded by retail, commercial and multi-family land uses. The two parcels of land are currently vacant and have never been developed or constructed on.



In accordance with Government Code Section 54222, you have sixty (60) days from the date this offer was sent via certified mail or electronic mail to notify the City of your interest in acquiring any or all of the above properties. However, this offer shall not obligate the City to sell the property to you. Instead, if your notice of interest is compliant with the Act, the City would enter into at least ninety (90) days of negotiations with you pursuant to Government Code Section 54223. If no notices of interest are received during the 60-day period or no agreement is reached on sales price and terms, or lease terms, with a submitter of a qualifying notice of interest, the City may market the property to the general public.

As required by Government Code Section 54227, if the City receives more than one letter of interest during this 60-day period, it will give first priority to entities proposing to develop housing where at least 25 percent of the units will be affordable to lower income households. If more than one such proposal is received, priority will be given to the proposal with the greatest number of affordable units. If more than one proposal specifies the same number of affordable units, priority will be given to the proposal that has the lowest average affordability level.

In the event your agency or company is interested in purchasing or leasing one or more the properties, you must notify the City in writing within sixty (60) days of the date this notice was sent via certified mail or electronic mail.

Notice of your interest in acquiring any of these properties should be delivered to:

City of Fontana  
Matt Ballantyne  
City Manager  
8353 Sierra Avenue  
Fontana, CA 92335

Please direct any/all questions regarding this Notice and/or Letters of Interest to David Edgar - at [dedgar@fontana.org](mailto:dedgar@fontana.org) or by calling 909-772-1794.

Entities proposing to submit a letter of interest are advised to review the requirements set forth in the Surplus Land Act (Government Code Section 54220-54234).





# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-1305

**Agenda #:** O.

**Agenda Date:** 4/12/2022

**Category:** Consent Calendar

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**FROM:**

Police Department

**SUBJECT:**

Purchase One (1) AS-350 B-2 Aircraft (Helicopter)

**RECOMMENDATION:**

1. Authorize the Police Department to utilize Article V. PURCHASING Sec. 10-152. - Exceptions from bid procedures of the Fontana City Code to acquisition a helicopter along with additional safety and support equipment to be assigned to the air support unit.
2. Authorized the Police Chief or his designee to negotiate the purchase for the best value for the city.
3. Approve appropriation and allocate the amount of \$3,000,000 from Fund 302 as part of the "American Rescue Plan Act" (ARPA Funds) and authorize the City Manager or his designee to execute all related contract documents.

**COUNCIL GOALS:**

- To operate in a businesslike manner by becoming more service oriented.
- To improve public safety by increasing operational efficiency, visibility, and availability.
- To improve public safety by maximizing fire and emergency medical service resources.

**DISCUSSION:**

The current Helicopter program operates with two Robinson R66 Turbine helicopters. There is a current opportunity to purchase an additional helicopter model AS350B2 (A-star). The helicopter is available at Shier Aviation Corporation in San Diego. Shier Aviation purchased the helicopter from a public safety agency and is currently outfitted with law enforcement equipment and could be delivered immediately.

If the city purchased the helicopter new, the purchase price is estimated to be at least \$3.5 million and additional \$850,000 to equip the helicopter. By allowing staff to directly negotiate with the vendor would realize additional savings to the city and months to acquire the helicopter. This would change the dynamic of the current Air Support Unit in quality and quantity of service hours to the Fontana residents and community stakeholders.

The current fleet (R66 helicopters) has a maximum air speed of 130 knots (149.6 mph). Level speed is 120 knots (138.1 mph). In windy conditions the speeds are 60-70 knots (69-80 mph). Wind

conditions that require grounding are wind gusts of 15 knots (17.26 mph) or greater and steady winds of 18 knots (20.71 mph). The strong and constant winds in Fontana attribute to approximately 30% of down time due to safety standards.

The A-star has a maximum air speed of 155 knots (178.37 mph). Level speed is 122 knots (140 mph). In windy conditions the speeds are nearly unaffected maintaining speeds of 100-122 knots (115-140 mph). The A-star has the capability of installing and deploying a "Bambi Bucket" (water bucket) for firefighting from the A-star. The Bambi Bucket has a capacity of 216 gallons weighing 2,100 pounds, ideal for the A-star.

Final numbers: The program will retain both R66 for service hour savings between the two R66's and the AS350B2. This will allow for the program to always have readied aircraft while one or more crafts are in for maintenance. The loss of 30% hours due to inclement weather should be reduced to less than 5%.

The proposed budget is as follows:

One Time Money	
Helicopter	\$1,750,000.00
Tax	\$135,625.00
12 Year	\$225,000.00
*5 Year Impound fees	\$625,000.00

Total one-time money \$2,735,625.00  
Cargo Hook Kit/ Bambi Bucket (firefighting gear)  
Est. w/ taxes \$100,000.00

\$2,835,625.00 with Fire capability.

Staff is recommending this purchase be processed under Article V. PURCHASING Sec. 10-152. - Exceptions from bid procedures, no competitive market due to the nature of the purchase and there being no on-going available market for the purchase of used public safety helicopters.

The Fontana Police Department would like to proceed with the purchase and offer a Letter of Intent to the seller.

**FISCAL IMPACT:**

The cost associated with the approval of this item is \$2.8 million and will be funded with American Rescue Plan Act (ARPA) funds (Fund 302).

**MOTION:**

Approve staff recommendations.



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-1311

**Agenda #:** P.

**Agenda Date:** 4/12/2022

**Category:** Consent Calendar

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**FROM:**

City Clerk

**SUBJECT:**

Resolution Adopting the District Voter Map for the City of Fontana

**RECOMMENDATION:**

Adopt **Resolution No. 2022-\_\_\_\_\_**, A Resolution of the City Council of the City of Fontana, California, Adopting District Map for a By-District Electoral System and Certain Related Matters.

**COUNCIL GOALS:**

- To increase citizen involvement by seeking community input.

**DISCUSSION:**

Every 10 years, cities with by-district election systems must use new census data to review and, if needed, redraw district lines to reflect how local populations have changed. This process, called redistricting, ensures all districts have a nearly equal population. The redistricting process for the City of Fontana must be completed by April 17, 2022.

The City adopted its current district boundaries in 2017, based on 2010 census data as required by law. The districts must now be redrawn using the 2020 census data and in compliance with the Fair Maps Act, which was adopted by the California legislature as AB 849 and took effect January 1, 2020. One of the key requirements under the Fair Maps Act, and the federal Voting Rights Act, is that district populations be balanced. In addition, maps may not intentionally seek to dilute or minimize the minority vote and if there is an ability to create majority/minority voting districts, the agency must strive to do so. One of the goals in redistricting is to reduce the total deviation to as close to zero as possible, however, the courts have ruled that a deviation of 10% or less is generally acceptable. At present, the population deviation is 12.16%.

The first of four scheduled public hearings were held on October 12, 2021 and provided an overview of the redistricting process. The second of the required public hearings was held on October 26, 2021, requesting public input on the process. The third of the required hearings was held on January 25, 2022 and provided an initial review of the five proposed map options prepared by the City's redistricting consultant and the public. The fourth and final required hearing was held on March 8, 2022 and provided a review of the eight total proposed maps prepared by the City's redistricting consultant and the public. The City offered two draft map submittal deadlines for consideration at the third and fourth public hearings. These deadlines were January 14 and February 24, 2022. At the March 8, 2022, meeting, Council directed staff and the consultant to amended draft map 104 and bring back for further review at an upcoming meeting for consideration. Amended Map 104 is now shown as map 104b.

On March 22, 2022, the City Council directed staff to return with a Resolution to adopt draft map 104b as the City's voter districts.

The City has a deadline of April 17, 2022, to adopt and submit the final map to the San Bernardino County Registrar-Recorder's Office.

Map 104b has been attached to this staff report, along with a complete demographic analysis. Additionally, the public may view the map online at [www.fontana.org](http://www.fontana.org).

**FISCAL IMPACT:**

There is no fiscal impact associated with this action.

**MOTION:**

To approve staff recommendation.

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, ADOPTING DISTRICT MAP FOR A BY-DISTRICT ELECTORAL SYSTEM AND CERTAIN RELATED MATTERS**

**WHEREAS**, in 2017 the City Council of the City of Fontana (“the City”) adopted Ordinance No. 1767 adding Chapter 2, Article 2, Section 42, to the Fontana Municipal Code establishing four City Council districts for a by-district electoral system, where each City Council Member must reside within the designated district boundary and be elected only by the voters in that district; and,

**WHEREAS**, Fontana Municipal Code §2.02.042 provides that the boundary map by which City Council Members shall be elected shall be adopted by resolution; and,

**WHEREAS**, Public Hearings were held on October 12, 2021, and October 26, 2021, to receive public input regarding the composition of the City’s voting districts before draft maps were drawn; and,

**WHEREAS**, The City Council solicited, received, and took into consideration public input from the community during public hearings held on January 25, 2022, and March 8, 2022, after draft maps were drawn; and,

**WHEREAS**, the City Council evaluated each proposed boundary map in consideration of public testimony and the established guidelines:

1. Each Council district shall contain a nearly equal population as required by law; and,
2. Each Council district shall be drawn in a manner that complies with the Federal Voting Rights Act; and,
3. No Council district shall be drawn with race as the predominate factor in violation of the principles established by the United States Supreme Court in *Shaw v. Reno*, 509 U.S. 630 (1993), and its progeny; and,
4. Each Council district shall consist of contiguous territory in as compact form as possible; and
5. Each Council district shall respect communities of interest as much as possible; and,
6. Each Council district border shall follow visible natural and man-made geographical and topographical features as much as possible; and,
7. Respect voter’s choices and continuity in office; and,

8. Council districts known to be areas of higher-than-average population growth in the two to five years following this boundary line adjustment may be under populated within the population deviation amounts allowed by law.

**WHEREAS**, At the Public Hearing of March 22, 2022, the City Council reviewed proposed maps, received additional public input, and selected a preferred map for four City Council voting districts.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1:** The facts set forth in the Recitals of this Resolution are true and correct.

**Section 2:** Pursuant to Fontana Municipal §2.02.042, the Preferred Map attached as Exhibit “A” to this resolution is adopted.

**Section 3:** The Deputy City Clerk is directed to transmit the map to the County of San Bernardino.

**Section 4:** The Deputy City Clerk is authorized to make technical adjustments to the district boundaries that do not substantively affect the populations in the districts, the eligibility of candidates, or the residence of elected officials within any district. The Deputy City Clerk must consult with the City Manager and City Attorney concerning any technical adjustments deemed necessary and advise the City Council of any such adjustments required in the implementation of the districts.

**APPROVED AND ADOPTED** this 12<sup>th</sup> day of April 2022.

**READ AND APPROVED AS TO LEGAL FORM:**

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City Attorney

I, Germaine McClellan 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 of Fontana at a regular meeting on the 12<sup>th</sup> day of April 2022, by the following vote to wit:



Resolution No. 2022-

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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City Clerk of the City of Fontana

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Mayor of the City of Fontana

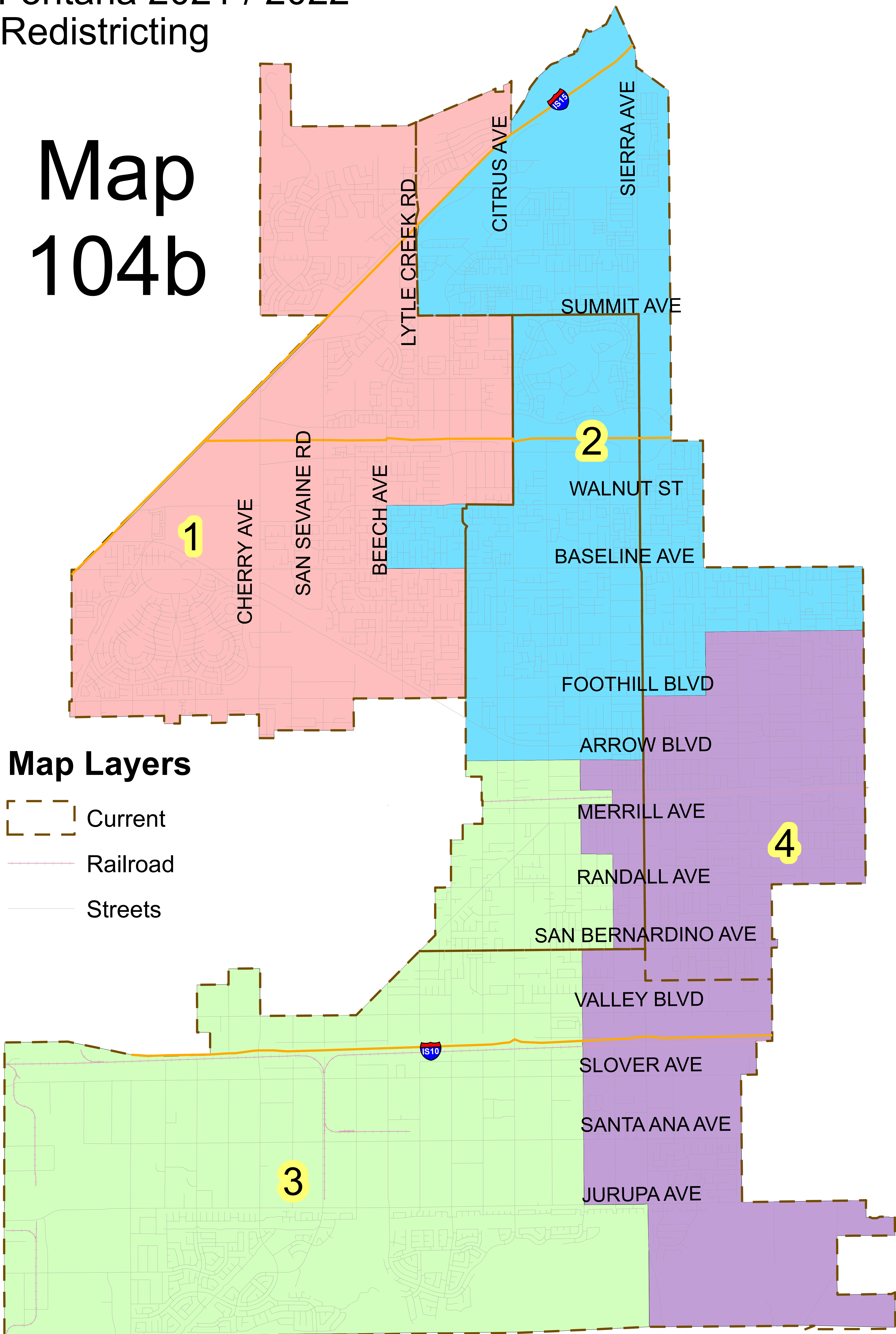
**ATTEST:**

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City Clerk

# Fontana 2021 / 2022 Redistricting

## Map 104b



### Map Layers

-  Current
-  Railroad
-  Streets



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

**File #:** 21-1313

**Agenda #:** Q.

**Agenda Date:** 4/12/2022

**Category:** Consent Calendar

**FROM:**

Management Services

**SUBJECT:**

Resolution of Intent to form Community Facilities District No. 109 (Narra Hills)

**RECOMMENDATION:**

1. Adopt **Resolution No. 2022-\_\_\_\_**, of the City Council of the City of Fontana of Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes.
2. Adopt **Resolution No. 2022-\_\_\_\_**, of the City Council of the City of Fontana to Incur Bonded Indebtedness of the Proposed City of Fontana Community Facilities District No. 109 (Narra Hills).

**COUNCIL GOALS:**

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

**DISCUSSION:**

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

The project consists of approximately 137.33 gross (73.25 net taxable) acres (489 residential lots), is located on the west side of Citrus Avenue north of Duncan Canyon Road.

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

Land Use Class	Residential Floor Area	Bond Debt	Maint	Total
1	Detached - 4,400 sf or Greater	\$8,186	\$744	\$8,930
2	Detached - 4,200 sf to less than 4,400 sf	\$7,879	\$744	\$8,623
3	Detached - 4,000 sf to less than 4,200 sf	\$7,736	\$744	\$8,480
4	Detached - 3,800 sf to less than 4,000 sf	\$7,592	\$744	\$8,336
5	Detached - 3,600 sf to less than 3,800 sf	\$7,238	\$744	\$7,982

6	Detached - 3,400 sf to less than 3,600 sf	\$6,905	\$744	\$7,649
7	Detached - 3,200 sf to less than 3,400 sf	\$6,551	\$744	\$7,295
8	Detached - 3,000 sf to less than 3,200 sf	\$6,240	\$744	\$6,984
9	Detached - 2,800 sf to less than 3,000 sf	\$6,103	\$744	\$6,847
10	Detached - 2,600 sf to less than 2,800 sf	\$5,873	\$744	\$6,617
11	Detached - 2,400 sf to less than 2,600 sf	\$5,666	\$744	\$6,410
12	Detached - 2,200 sf to less than 2,400 sf	\$5,349	\$744	\$6,093
13	Detached - 2,000 sf to less than 2,200 sf	\$5,118	\$744	\$5,862
14	Detached - Less than 2,000 sf	\$4,876	\$744	\$5,620
15	Attached - 2,000 sf or Greater	\$4,074	\$718	\$4,792
16	Attached - 1,800 sf to less than 2,000 sf	\$4,025	\$718	\$4,743
17	Attached - 1,600 sf to less than 1,800 sf	\$3,762	\$718	\$4,480
18	Attached - 1,400 sf to less than 1,600 sf	\$3,627	\$718	\$4,345
19	Attached - 1,200 sf to less than 1,400 sf	\$3,445	\$718	\$4,163
20	Attached - Less than 1,200 sf	\$3,320	\$718	\$4,038

Sales prices for the homes have been estimated at \$462,000 to \$1,020,000. The proposed rates have been established to provide a total tax rate of less than 1.95% of the home value per City Policy.

The proposed rates for bonded indebtedness will support \$36.2 million of bonds, providing funds to finance \$31.0 million of facilities and/or fees. The proposed annual rate for maintenance of \$744 for detached units and \$718 for attached units will be sufficient to fund the annual maintenance costs for street lighting, landscaping and parks within and surrounding the area of the CFD. The rate also includes the maintenance costs related to the water quality system required by the State of California. The maximum annual tax rate for maintenance have been set at \$1,040 per unit for attached units and \$1,005 for detached units with a 2% escalator per City Policy.

This action represents the first step in the process to establish the new district. Adoption of the proposed resolutions will set the public hearing for May 24, 2022. The levy of the proposed special taxes will be subject to the approval of the qualified electors of the new Community Facilities District at a special election.

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

**FISCAL IMPACT:**

Most of the issuance costs are contingent upon the sale of the bonds and will be paid from proceeds. The developer has deposited \$60,000 with the City to pay for appraisal and miscellaneous costs that are non-contingent.

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

**MOTION:**

Approve staff recommendation.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA OF INTENTION TO ESTABLISH A COMMUNITY FACILITIES DISTRICT PROPOSED TO BE NAMED CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 109 (NARRA HILLS), AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES**

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

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

**WHEREAS**, the City Council (the “City Council”) of the City of Fontana (the “City”) has received a written petition (the “Petition”) from Arroyo Cap II-6, LLC, a Delaware limited liability company (the “Landowner”), requesting the institution of proceedings for the establishment of a community facilities district (the “Community Facilities District”), describing the boundaries of the territory that is proposed for inclusion in the Community Facilities District and specifying the types of facilities and services to be financed by the Community Facilities District;

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

**WHEREAS**, Section 53314.9 of the Act provides that, at any time either before or after the formation of a community facilities district, the legislative body may accept advances of funds from any source, including, but not limited to, private persons or private entities and may provide, by resolution, for the use of those funds for any authorized purpose, including, but not limited to, paying any cost incurred by the local agency in creating a community facilities district;

**WHEREAS**, Section 53314.9 of the Act further provides that the legislative body may enter into an agreement, by resolution, with the person or entity advancing the funds, to repay all or a portion of the funds advanced, as determined by the legislative body, with or without interest, under all the following conditions: (a) the proposal to repay the funds is included in both the resolution of intention to establish a community facilities district adopted pursuant to Section 53321 of the Act and in the resolution of formation to establish a community facilities district pursuant to Section 53325.1 of the Act, (b) any proposed special tax is approved by the qualified

electors of the community facilities district pursuant to the Act, and (c) any agreement shall specify that if the qualified electors of the community facilities district do not approve the proposed special tax, the local agency shall return any funds which have not been committed for any authorized purpose by the time of the election to the person or entity advancing the funds;

**WHEREAS**, the City and LS-FONTANA LLC, a Delaware limited liability company (“LS-FONTANA”), entered into a Deposit and Reimbursement Agreement, dated as of February 1, 2022 (the “Deposit Agreement”), relating to the Community Facilities District, that provides for the advancement of funds by LS-FONTANA to be used to pay costs incurred in connection with the establishment of the Community Facilities District and the issuance of special tax bonds thereby, and provides for the reimbursement to LS-FONTANA of such funds advanced, without interest, from the proceeds of any such bonds issued by the Community Facilities District; and

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

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

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

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

**Section 3.** The City Council proposes to establish a community facilities district under the terms of the Act. The boundaries of the territory proposed for inclusion in the Community Facilities District are described in the map showing the proposed Community Facilities District (the “Boundary Map”) on file with the City Clerk of the City (the “City Clerk”), a copy of which is attached hereto as Exhibit A, which boundaries are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to sign the original Boundary Map and record, or cause to be recorded, the Boundary Map with all proper endorsements thereon in the office of the San Bernardino County Recorder within 15 days of the date of adoption of this Resolution, all as required by Section 3111 of the California Streets and Highways Code.

**Section 4.** The name proposed for the Community Facilities District is “City of Fontana Community Facilities District No. 109 (Narra Hills)”.

**Section 5.** The public facilities (the “Facilities”) proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption “Facilities” on Exhibit B hereto, which is by this reference incorporated herein. Those Facilities proposed to be purchased as completed public facilities are described under the caption “Facilities to be Purchased” on Exhibit B hereto. The services (the “Services”) proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption “Services” on Exhibit B hereto. The incidental expenses proposed to be incurred are identified under the caption

“Incidental Expenses” on Exhibit B hereto. All or any portion of the Facilities may be financed through a financing plan, including, but not limited to, a lease, lease-purchase or installment-purchase arrangement.

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

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

**Section 8.** The tax year after which no further Special Tax to pay for Facilities will be levied against any parcel used for private residential purposes is specified in the Rate and Method. Under no circumstances shall the Special Tax to pay for Facilities in any fiscal year against any parcel used for private residential purposes be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the Community Facilities District by more than 10% above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. For purposes of this paragraph, a parcel shall be considered “used for private residential purposes” not later than the date on which an occupancy permit for private residential use is issued.

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

**Section 10.** The City Council hereby fixes Tuesday, May 24, 2022, at 7:00 p.m., or as soon thereafter as the City Council may reach the matter, at 8353 Sierra Avenue, Fontana, California, as the time and place when and where the City Council will conduct a public hearing on the establishment of the Community Facilities District; provided, that, in the event the May 24, 2022 City Council meeting is held via teleconference and/or videoconference only, the means by



which the public may observe such public hearing and offer public comment shall be prescribed in the notice and agenda for such City Council meeting.

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

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

**Section 13.** Each officer of the City who is or will be responsible for providing one or more of the proposed types of Facilities or Services is hereby directed to study, or cause to be studied, the proposed Community Facilities District and, at or before said public hearing, file a report with the City Council containing a brief description of the Facilities and Services by type that will in his or her opinion be required to adequately meet the needs of the Community Facilities District, and his or her estimate of the cost of providing the Facilities and Services. Such officers are hereby also directed to estimate the fair and reasonable cost of the Facilities proposed to be purchased as completed public facilities and of the incidental expenses proposed to be paid. Such report shall be made a part of the record of said public hearing.

**Section 14.** LS-FONTANA has heretofore advanced certain funds, and may advance additional funds, that have been or may be used to pay costs incurred in connection with the establishment of the Community Facilities District and the issuance of special tax bonds thereby. The City Council proposes to repay all or a portion of such funds expended for such purpose, solely from the proceeds of such bonds, pursuant to the Deposit Agreement. The Deposit Agreement is hereby incorporated herein as though set forth in full herein.

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

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

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

**APPROVED and ADOPTED** by the City Council of the City of Fontana on April 12, 2022.

**READ AND APPROVED AS TO LEGAL FORM:**

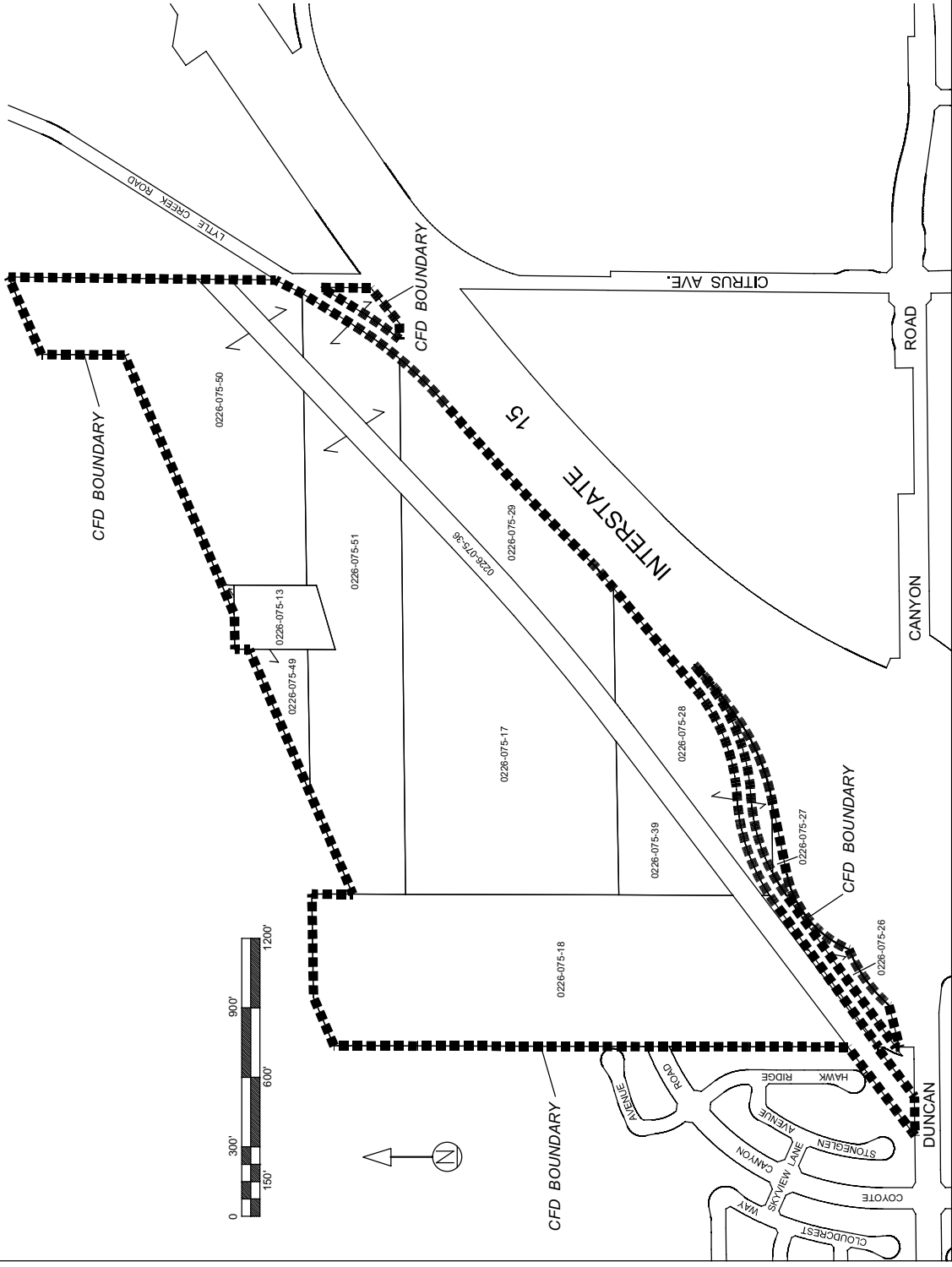
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City Attorney

**EXHIBIT A**  
**BOUNDARY MAP**

# PROPOSED BOUNDARIES OF CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 109 (NARRA HILLS)

SAN BERNARDINO COUNTY, STATE OF CALIFORNIA



## PROPOSED BOUNDARIES:

THE PROPOSED BOUNDARIES OF CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 109 (NARRA HILLS) CONTAINS 137.33 ACRES OF LAND, MORE OR LESS.  
 REFERENCE IS HEREBY MADE TO THE ASSESSOR MAPS OF SAN BERNARDINO COUNTY FOR DESCRIPTION OF THE LINES AND DIMENSIONS OF THE PARCEL LISTED BELOW:

- 0226-075-13
- 0226-075-17
- 0226-075-18
- 0226-075-26
- 0226-075-27
- 0226-075-28
- 0226-075-29
- 0226-075-36
- 0226-075-39
- 0226-075-49
- 0226-075-50
- 0226-075-51

## CITY CLERK'S CERTIFICATE

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF FONTANA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

CITY CLERK OF THE CITY OF FONTANA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 109 (NARRA HILLS), SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF FONTANA AT A REGULAR MEETING THEREOF, HELD ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, BY ITS RESOLUTION NO. \_\_\_\_\_

CITY CLERK OF THE CITY OF FONTANA

## SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ P.M. IN BOOK \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS \_\_\_\_\_ IN THE OFFICE OF THE COUNTY CLERK AND COUNTY RECORDER IN SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF THE CITY OF FONTANA, IN THE AMOUNT OF \$ \_\_\_\_\_.

BOB DUTTON, ASSESSOR-RECORDER  
 SAN BERNARDINO COUNTY

BY: \_\_\_\_\_  
 DEPUTY RECORDER

# PROPOSED BOUNDARIES OF CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 109 (NARRA HILLS)

SAN BERNARDINO COUNTY, STATE OF CALIFORNIA

Prepared by  
 DTA

SHEET  
 1 OF 1

## **EXHIBIT B**

### **FACILITIES, SERVICES AND INCIDENTAL EXPENSES**

#### **Facilities**

The types of facilities to be financed by the Community Facilities District are streets, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, sewers, storm drains, fire protection facilities, police facilities, public facilities, landscaping, library facilities, park and recreational facilities, flood control facilities consisting of the relocation and construction of the Hawker Crawford flood control channel, water distribution, treatment and storage facilities and land, rights-of-way and easements necessary for any of such facilities.

#### **Facilities to be Purchased**

The types of facilities to be purchased as completed facilities are streets, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, sewers, storm drains, fire protection facilities, police facilities, public facilities, landscaping, library facilities, park and recreational facilities, flood control facilities consisting of the relocation and construction of the Hawker Crawford flood control channel, water distribution, treatment and storage facilities and land, rights-of-way and easements necessary for any of such facilities.

#### **Services**

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

#### **Incidental Expenses**

The incidental expenses proposed to be incurred include the following:

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

**EXHIBIT C**

**PROPOSED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

**RATE AND METHOD OF APPORTIONMENT FOR  
CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 109  
(NARRA HILLS)**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in City of Fontana Community Facilities District No. 109 (Narra Hills) ("CFD No. 109") and collected each Fiscal Year, in an amount determined by the City Council of the City of Fontana, through the application of the Rate and Method of Apportionment as described below. All of the real property in CFD No. 109, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Acre" or "Acreage"** means the land area expressed in acres of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County map or the land area calculated to the reasonable satisfaction of the CFD Administrator using the boundaries set forth on such map or plan. For residential dwelling units within a condominium plan, the Acres applicable to each residential dwelling unit shall be determined by dividing (i) the Acres of the underlying lot or parcel on which the residential dwelling unit is constructed or to be constructed, by (ii) the total number of residential dwelling units constructed or to be constructed on such lot or parcel. The square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 (commencing with Section 53311) of the California Government Code.

**"Administrative Expenses"** means the following actual or reasonably estimated costs directly related to the administration of CFD No. 109, including but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 109 or any designee thereof of complying with arbitrage rebate requirements with respect to the Special Tax and CFD No. 109 Bonds; the costs to the City, CFD No. 109 or any designee thereof of complying with disclosure requirements of the City, CFD No. 109 or obligated persons associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 109, or any designee thereof related to the reduction of the Assigned Facilities Special Tax and Backup Facilities Special Tax in accordance with Section C.1 herein; the costs of the City, CFD No. 109 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses related to CFD No. 109 Bonds. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 109 for any other administrative purposes of CFD No. 109, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

**"Assessor"** means the Assessor of the County.

**"Assessor's Parcel"** means a lot or parcel to which an Assessor's parcel number is assigned as determined from an Assessor's Parcel Map or the applicable assessment roll.

**"Assessor's Parcel Map"** means an official map of the Assessor designating parcels by Assessor's Parcel number.

**"Assigned Facilities Special Tax"** means the Facilities Special Tax for each Land Use Class of Developed Property, as determined in accordance with Section C.1.a.(2) below.

**"Assigned Services Special Tax"** means the Services Special Tax, determined in accordance with Section C.2.b herein, that can be levied in any Fiscal Year on any Assessor's Parcel of Developed Property.

**"Attached Residential Property"** means Assessor's Parcels of Developed Property for which building permits have been issued for a residential dwelling unit that shares, or will share, an inside wall with another residential dwelling unit.

**"Authorized Facilities"** means those facilities eligible to be funded by CFD No. 109.

**"Authorized Services"** means those services eligible to be funded by CFD No. 109 in accordance with the Act, including, but not limited to, fire protection and suppression services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

**"Backup Facilities Special Tax"** means the Facilities Special Tax applicable to each Assessor's Parcel of Developed Property, as determined in accordance with Section C.1.a.(3) below.

**"Buildout"** means, for CFD No. 109, that all expected building permits for residential dwelling units and/or non-residential development to be constructed within CFD No. 109 have been issued, as determined by the CFD Administrator.

**"CFD Administrator"** means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement for Facilities and the Special Tax Requirement for Services, providing for the levy and collection of the Special Taxes, and performing other duties as set forth herein.

**"CFD No. 109"** means City of Fontana Community Facilities District No. 109 (Narra Hills).

**"CFD No. 109 Bonds"** means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 109 and secured by the Facilities Special Tax levy on property within the boundaries of CFD No. 109 under the Act.

**"City"** means the City of Fontana, California.

**"Contractual Impositions"** means (a) a voluntary contractual assessment established and levied on an Assessor's Parcel pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.10 *et seq.*), as amended from time to time,



(b) a special tax established and levied on an Assessor's Parcel pursuant to Section 53328.1 of the California Government Code and related provisions of the Act, as amended from time to time, and (c) any other fee, charge, tax or assessment established and levied on an individual Assessor's Parcel pursuant to a contractual agreement or other voluntary consent by the owner thereof.

**"Council"** means the City Council of the City acting as the legislative body of CFD No. 109.

**"County"** means the County of San Bernardino.

**"Detached Residential Property"** means Assessor's Parcels of Developed Property for which building permits have been issued for a residential dwelling unit that is or is expected to be surrounded by freestanding walls and that does not share an inside wall with any other residential dwelling unit.

**"Developed Property"** means, for each Fiscal Year, (i) with respect to the Facilities Special Tax, all Taxable Property, exclusive of Taxable Public Property and Taxable Property Owner Association Property, for which a building permit for new construction, other than the construction of a garage, parking lot, or parking structure, was issued after January 1, 2022 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Facilities Special Taxes are being levied, and (ii) with respect to the Services Special Tax, all Taxable Property, exclusive of Taxable Public Property and Taxable Property Owner Association Property, (a) for which the Final Residential Subdivision was recorded prior to the Fiscal Year for which the Services Special Taxes are being levied, or (b) for which a building permit has been issued with respect to Non-Residential Property on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Services Special Taxes are being levied.

**"Facilities Special Tax"** means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property within CFD No. 109 to fund the Special Tax Requirement for Facilities, as set forth in Section C.1 herein.

**"Final Residential Subdivision"** means a Final Subdivision that creates individual lots for which building permits may be issued for residential dwelling units without further subdivision of such property.

**"Final Subdivision"** means (i) a subdivision of property by recordation of a final map, parcel map, or lot line adjustment approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots or parcels for which building permits may be issued, or (ii) for condominiums, a final map approved by the City and a condominium plan recorded pursuant to California Civil Code Section 4285 that creates an individual lot(s) for which a building permit(s) may be issued without further subdivision. The term "Final Subdivision" shall not include any Assessor's Parcel Map or subdivision map or portion thereof that does not create individual lots for which a building permit may be issued, including Assessor's Parcels that are designated as remainder parcels. Notwithstanding the above, a condominium plan for which one or more building permits have been issued, but no individual lots have been created for such building permits, shall be considered a Final Subdivision, and the portion of the condominium plan for which building permits have been issued shall be defined as Developed Property.

**"Fiscal Year"** means the period starting July 1 and ending on the following June 30.

**"Indenture"** means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which CFD No. 109 Bonds are issued, as modified, amended and/or supplemented from time to time.

**"Land Use Class"** means any of the classes listed in Table 1, Table 4, or Table 5 herein.

**"Lower Income Households Welfare Exemption Property"** means, for each Fiscal Year, an Assessor's Parcel within the boundaries of CFD No. 109 that is entitled to a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the County's assessment roll finalized as of the last preceding January 1.

**"Maximum Facilities Special Tax"** means the maximum Facilities Special Tax, determined in accordance with Section C.1 herein, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

**"Maximum Services Special Tax"** means the maximum Services Special Tax, determined in accordance with Section C.2 herein, that can be levied in any Fiscal Year on any Assessor's Parcel of Developed Property.

**"Minimum Sale Price"** means the minimum price at which parcels of a given Land Use Class have sold or are expected to be sold in a normal marketing environment and shall not include prices for such parcels that are sold at a discount to expected sales prices for the purpose of stimulating the initial sales activity with respect to such Land Use Class.

**"Non-Residential Property"** means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued by the City permitting the construction of one or more non-residential structures or facilities.

**"Outstanding Bonds"** means all CFD No. 109 Bonds which are outstanding under the Indenture.

**"Planning Area"** means an area designated with the letters "P.A." as shown on Exhibit B.

**"Price Point Consultant"** means any consultant or firm of such consultants selected by CFD No. 109 that (a) has substantial experience in performing price point studies for residential dwelling units within community facilities districts or otherwise estimating or confirming pricing for residential dwelling units in community facilities districts, (b) has recognized expertise in analyzing economic and real estate data that relates to the pricing of residential dwelling units in community facilities districts, (c) is in fact independent and not under the control of CFD No. 109 or the City, (d) does not have any substantial interest, direct or indirect, with or in (i) CFD No. 109, (ii) the City, (iii) any owner of real property in CFD No. 109, or (iv) any real property in CFD No. 109, and (e) is not connected with CFD No. 109 or the City as an officer or employee thereof, but who may be regularly retained to make reports to CFD No. 109 or the City.

**"Price Point Study"** means a price point study or a letter updating a previous price point study prepared by the Price Point Consultant pursuant to Section C herein.

**"Property Owner Association Property"** means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 109 for which the owner of record, as determined from the County's assessment roll for the Fiscal Year in which the Special Tax is being levied, is a property owner's association, including any master or sub-association, or (ii) any property located in a Final Subdivision that was recorded as of the January 1 preceding the Fiscal Year in which the Special Tax is being levied and which, as determined from such Final Subdivision, is or will be open space, a common area recreation facility, or a private street. Notwithstanding the foregoing, any property previously classified as Developed Property and subsequently owned in fee or by easement, or dedicated to, a property owner association, including any master or sub-association, shall remain classified as Developed Property.

**"Proportionately"** means that the ratio of the actual Facilities Special Tax levy to the Assigned Facilities Special Tax is equal for all Assessor's Parcels of Developed Property, and that the ratio of the actual Services Special Tax levy to the Assigned Services Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Facilities Special Tax levy per Acre to the Maximum Facilities Special Tax per Acre is equal for all Assessor's Parcels of Undeveloped Property. The term "Proportionately" shall similarly be applied to other categories of Taxable Property as listed in Section D herein.

**"Public Property"** means, for each Fiscal Year, any property within the boundaries of CFD No. 109 that is (i) owned by, irrevocably offered or dedicated to the federal government, the State, the County, the City, or any local government or other public agency, provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by a public utility easement making impractical its use for any purpose other than that set forth in the easement.

**"Rate and Method of Apportionment"** means this Rate and Method of Apportionment for CFD No. 109.

**"Residential Floor Area"** means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area for an Assessor's Parcel shall be as set forth in the building permit(s) issued for such Assessor's Parcel and/or as set forth in the appropriate records kept by the Building and Safety Department of the City, or other applicable City department, as determined by the CFD Administrator.

**"Residential Property"** means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued by the City permitting the construction thereon of one or more residential dwelling units.

**"Services Special Tax"** means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property within CFD No. 109 to fund the Special Tax Requirement for Services, as set forth in Section C.2 herein.

**"Special Tax"** means the Facilities Special Tax and/or Services Special Tax, as applicable.

**"Special Tax Requirement for Facilities"** means, for any Fiscal Year, that amount required, after taking into account available amounts held in the funds and accounts under the Indenture,

for the following items: (i) debt service on all Outstanding Bonds due in the calendar year commencing in such Fiscal Year; (ii) periodic costs with respect to the CFD No. 109 Bonds, including but not limited to, costs of credit enhancement and federal rebate payments due in the calendar year commencing in such Fiscal Year; (iii) pay all or a portion of Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) without duplicating any amounts described in clause (iv), above, reasonably anticipated Facilities Special Tax delinquencies based on the delinquency rate for the Facilities Special Tax in the previous Fiscal Year, as said levy for delinquencies shall be limited by the Act; and (vi) pay directly for the acquisition or construction of Authorized Facilities, provided that the inclusion of such amount does not increase the Facilities Special Tax levy beyond the first step in Section D.1 herein.

**"Special Tax Requirement for Services"** means that amount required in any Fiscal Year for CFD No. 109 to (i) pay directly for the Authorized Services; (ii) pay Administrative Expenses not funded through the Special Tax Requirement for Facilities as determined by the CFD Administrator; (iii) pay for reasonably anticipated Services Special Tax delinquencies based on the delinquency rate for the Services Special Tax levy in the previous Fiscal Year; less (iv) a credit for funds available to reduce the annual Services Special Tax levy, as determined by the CFD Administrator, so long as the amount required is not less than zero.

**"State"** means the State of California.

**"Taxable Property"** means all of the Assessor's Parcels within the boundaries of CFD No. 109 which are not exempt from the Special Tax pursuant to applicable law or Section E herein.

**"Taxable Property Owner Association Property"** means all Assessor's Parcels of Property Owner Association Property that are not exempt pursuant to Section E herein.

**"Taxable Public Property"** means all Assessor's Parcels of Public Property that are not exempt pursuant to Section E herein.

**"Total Tax Burden"** means, for a parcel of residential property within a Land Use Class, for the Fiscal Year in which Total Tax Burden is being calculated, the sum of (a) the Assigned Facilities Special Tax for such Fiscal Year, plus (b) the Assigned Services Special Tax for such Fiscal Year, plus (c) the *ad valorem* property taxes, special assessments, special taxes for any overlapping community facilities districts, and any other governmental fees, charges (other than fees or charges for services such as sewer and trash), taxes and assessments (which, for purposes of clarity, do not include Contractual Impositions) collected by the County on *ad valorem* tax bills and that the CFD Administrator estimates would be levied or imposed on such residential property in such Fiscal Year if the residential dwelling unit thereon or therein had been completed and sold, and was subject to such fees, charges, taxes and assessments in such Fiscal Year.

**"Trustee"** means the trustee or fiscal agent under the Indenture.

**"Undeveloped Property"** means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Public Property or Taxable Property Owner Association Property.

*Please refer to additional definitions in Section H herein relating to the Prepayment of Facilities Special Tax.*

**B. ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year, commencing with Fiscal Year 2022-2023, all Taxable Property within CFD No. 109 shall be classified as Developed Property, Undeveloped Property, Taxable Public Property or Taxable Property Owner Association Property, and shall be subject to Special Taxes in accordance with this Rate and Method of Apportionment determined pursuant to Sections C and D herein.

**C. MAXIMUM SPECIAL TAX RATE**

**1. Facilities Special Tax**

At least 30 days prior to the issuance of the first series of CFD No. 109 Bonds, the Assigned Facilities Special Tax on Developed Property (set forth in Table 1) shall be analyzed in accordance with and subject to the conditions set forth in this Section C. At such time, the CFD Administrator shall request the Price Point Consultant to prepare a Price Point Study setting forth the Minimum Sale Price of residential property within each Land Use Class. If based upon such Price Point Study the CFD Administrator calculates that the Total Tax Burden applicable to one or more Land Use Classes of residential property constructed or to be constructed within CFD No. 109 shall exceed 1.95% of the Minimum Sale Price of such residential property constructed or to be constructed within CFD No. 109, the CFD Administrator shall reduce the Assigned Facilities Special Tax to the extent necessary to cause the Total Tax Burden that shall apply to residential property within such Land Use Class(es) to not exceed 1.95% of the Minimum Sale Price of such residential property. Each Assigned Facilities Special Tax reduction for a Land Use Class shall be calculated separately, and it shall not be required that such reduction be proportionate among Land Use Classes. In connection with any reduction in the Assigned Facilities Special Tax, the CFD Administrator shall also reduce the Backup Facilities Special Tax in accordance with Section C.1.a.(3) herein. Upon determining the reductions, if any, in the Assigned Facilities Special Tax and Backup Facilities Special Tax required pursuant to this Section C, the CFD Administrator shall complete the Certificate to Amend Facilities Special Tax substantially in the form attached hereto as Exhibit A (the "Certificate to Amend") and shall execute such completed Certificate to Amend and shall deliver such Certificate to Amend to CFD No. 109. Upon receipt thereof, if in satisfactory form, CFD No. 109 shall execute such Certificate to Amend. The reduced Assigned Facilities Special Tax and Backup Facilities Special Tax specified in such Certificate to Amend shall become effective upon the execution of such Certificate to Amend by CFD No. 109. The Assigned Facilities Special Tax and Backup Facilities Special Tax reductions permitted pursuant to this Section C shall be reflected in an amended notice of Special Tax lien which CFD No. 109 shall cause to be recorded with the San Bernardino County Recorder as soon as practicable after execution of the Certificate to Amend by CFD No. 109. If based upon such Price Point Study the CFD Administrator calculates that the Total Tax Burden applicable to each Land Use Class of residential property constructed or to be constructed within CFD No. 109 does not exceed 1.95% of the Minimum Sale Price of each such Land Use Class of residential property constructed or to be constructed within CFD No. 109, then there shall be no reduction in the Assigned Facilities Special Tax, nor shall there be a reduction in the Backup Facilities Special Tax.

**a. Developed Property**

(1). Maximum Facilities Special Tax

The Maximum Facilities Special Tax for each Assessor's Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Facilities Special Tax or (ii) the amount derived by application of the Backup Facilities Special Tax.

(2). Assigned Facilities Special Tax

Residential Property shall be assigned to Land Use Classes 1 through 20 as listed in Table 1 below based on the type of use and the Residential Floor Area for each residential dwelling unit. Non-Residential Property shall be assigned to Land Use Class 21. The Assigned Facilities Special Tax that shall be levied in any Fiscal Year for each Land Use Class is shown below in Table 1.

**Table 1**  
**Assigned Facilities Special Tax for Developed Property**  
**City of Fontana CFD No. 109 (Narra Hills)**

<b>Land Use Class</b>	<b>Description</b>	<b>Residential Floor Area (square feet)</b>	<b>Assigned Facilities Special Tax</b>
1	Detached Residential Property	4,400 or greater	\$8,186 per unit
2	Detached Residential Property	4,200 to less than 4,400	\$7,879 per unit
3	Detached Residential Property	4,000 to less than 4,200	\$7,736 per unit
4	Detached Residential Property	3,800 to less than 4,000	\$7,592 per unit
5	Detached Residential Property	3,600 to less than 3,800	\$7,238 per unit
6	Detached Residential Property	3,400 to less than 3,600	\$6,905 per unit
7	Detached Residential Property	3,200 to less than 3,400	\$6,551 per unit
8	Detached Residential Property	3,000 to less than 3,200	\$6,240 per unit
9	Detached Residential Property	2,800 to less than 3,000	\$6,103 per unit
10	Detached Residential Property	2,600 to less than 2,800	\$5,873 per unit
11	Detached Residential Property	2,400 to less than 2,600	\$5,666 per unit
12	Detached Residential Property	2,200 to less than 2,400	\$5,349 per unit
13	Detached Residential Property	2,000 to less than 2,200	\$5,118 per unit
14	Detached Residential Property	Less than 2,000	\$4,876 per unit
15	Attached Residential Property	2,000 or greater	\$4,074 per unit
16	Attached Residential Property	1,800 to less than 2,000	\$4,025 per unit
17	Attached Residential Property	1,600 to less than 1,800	\$3,762 per unit
18	Attached Residential Property	1,400 to less than 1,600	\$3,627 per unit
19	Attached Residential Property	1,200 to less than 1,400	\$3,445 per unit
20	Attached Residential Property	Less than 1,200	\$3,320 per unit
21	Non-Residential Property	NA	\$36,640 per Acre

(3). Backup Facilities Special Tax

The Backup Facilities Special Tax for an Assessor’s Parcel of Developed Property within a Planning Area shall equal the lesser of (a) the Backup Facilities Special Tax applicable for such Planning Area set forth in Table 2 below, or (b) in connection with any reduction in the Assigned Facilities Special Tax as set forth in Section C.1 herein, the amount per Acre calculated for each Planning Area pursuant to the formula below:

$$BFST = AFST \div ATP$$

These terms have the following meaning:

BFST = the reduced Backup Facilities Special Tax for Developed Property within a Planning Area

AFST = The total estimated Assigned Facilities Special Tax levy within such Planning Area based on the reduced Assigned Facilities Special Taxes for Developed Property permitted pursuant to Section C.1 herein which could be levied on all expected development within such Planning Area assuming Buildout of CFD No. 109.

ATP = The sum of the Acreage of all Taxable Property within a Final Subdivision (assuming Buildout of CFD No. 109) within such Planning Area (after excluding Public Property and Property Owner Association Property as set forth in Section E.1 herein) multiplied by 85%.

**Table 2**  
**Backup Facilities Special Tax for Developed Property**  
**City of Fontana CFD No. 109 (Narra Hills)**

Planning Area	Backup Facilities Special Tax
P.A. 1	\$28,860 per Acre
P.A. 2	\$52,010 per Acre
P.A. 3	\$70,530 per Acre
P.A. 4	\$69,890 per Acre

Furthermore, all Assessors’ Parcels within CFD No. 109 shall be relieved simultaneously and permanently from the obligation to pay and disclose the Backup Facilities Special Tax if the CFD Administrator calculates that (i) the annual debt service required for the Outstanding Bonds, when compared to the Assigned Facilities Special Tax that shall be levied against all Assessors’ Parcels of Developed Property in CFD No. 109 results in 110% debt service coverage (i.e., the Assigned Facilities Special Tax that shall be levied against all Developed Property in CFD No. 109 in each remaining Fiscal Year based on the then existing development is at least equal to the sum of (a) 1.10 times the debt service necessary to support the remaining Outstanding Bonds in each corresponding Fiscal Year, and (b) Administrative Expenses), and (ii) all authorized CFD No. 109 Bonds have already been issued or the Council has covenanted that it shall not issue any additional CFD No. 109 Bonds (except refunding bonds) to be supported by the Facilities Special Tax in CFD No. 109.

(4). Multiple Land Uses

In some instances an Assessor's Parcel may contain both Developed Property and Undeveloped Property. In such cases, the Acreage of the Assessor's Parcel shall be allocated between Developed Property and Undeveloped Property based on the portion of the Assessor's Parcel for which building permits had been issued prior to May 1 of the prior Fiscal Year and the portion of the Assessor's Parcel for which building permits had not been issued prior to May 1 of the prior Fiscal Year.

Furthermore, Developed Property may contain more than one Land Use Class. In such cases, the Acreage that is considered Developed Property shall be allocated between Residential Property and Non-Residential Property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Maximum Facilities Special Tax that can be levied on such Assessor's Parcel shall be the sum of the Maximum Facilities Special Tax that can be levied on each type of property located on that Assessor's Parcel.

The CFD Administrator's allocation to each type of property shall be final.

**b. Undeveloped Property, Taxable Public Property, and Taxable Property Owner Association Property**

The Maximum Facilities Special Tax for each Assessor's Parcel of Undeveloped Property, Taxable Public Property, and Taxable Property Owner Association Property within a Planning Area shall be the applicable amount for such Planning Area set forth in Table 3 below. The Maximum Facilities Special Tax for Undeveloped Property, Taxable Public Property, and Taxable Property Owner Association Property shall not be subject to escalation and shall therefore remain the same in every Fiscal Year.

**Table 3**

**Maximum Facilities Special Tax for Undeveloped Property,  
Taxable Public Property and Taxable Property Owner Association Property  
City of Fontana CFD No. 109 (Narra Hills)**

<b>Planning Area</b>	<b>Maximum Facilities Special Tax</b>
P.A. 1	\$28,860 per Acre
P.A. 2	\$52,010 per Acre
P.A. 3	\$70,530 per Acre
P.A. 4	\$69,890 per Acre

**2. Services Special Tax**

For purposes of the Services Special Tax, an Assessor(s) Parcel of Developed Property within a Final Residential Subdivision shall be assigned to Land Use Classes 1 through 4, as identified in Table 4 and Table 5 below, based on the Planning Area associated with such Assessor's Parcel. Non-Residential Property shall be assigned to Land Use Class 5. Furthermore, the Services Special Tax levied against each Assessor's Parcel within a Final Residential Subdivision shall be



based on the number of residential dwelling units for which building permits have been issued or are expected to be issued for such Assessor’s Parcel, as determined by the CFD Administrator based on such Final Residential Subdivision or other available documents.

**a. Maximum Services Special Tax**

The Fiscal Year 2022-2023 Maximum Services Special Tax for each Land Use Class of Developed Property is shown below in Table 4.

**Table 4**  
**Maximum Services Special Tax for Developed Property**  
**City of Fontana CFD No. 109 (Narra Hills)**  
**Fiscal Year 2022-2023**

<b>Land Use Class</b>	<b>Planning Area</b>	<b>Description</b>	<b>Maximum Services Special Tax</b>
1	P.A. 1	Final Residential Subdivision	\$1,040 per unit
2	P.A. 2	Final Residential Subdivision	\$1,040 per unit
3	P.A. 3	Final Residential Subdivision	\$1,005 per unit
4	P.A. 4	Final Residential Subdivision	\$1,005 per unit
5	NA	Non-Residential Property	\$6,830 per Acre

**b. Assigned Services Special Tax**

The Fiscal Year 2022-2023 Assigned Services Special Tax for each Land Use Class of Developed Property is shown below in Table 5.

**Table 5**  
**Assigned Services Special Tax for Developed Property**  
**City of Fontana CFD No. 109 (Narra Hills)**  
**Fiscal Year 2022-2023**

<b>Land Use Class</b>	<b>Planning Area</b>	<b>Description</b>	<b>Assigned Services Special Tax</b>
1	P.A. 1	Final Residential Subdivision	\$744 per unit
2	P.A. 2	Final Residential Subdivision	\$744 per unit
3	P.A. 3	Final Residential Subdivision	\$718 per unit
4	P.A. 4	Final Residential Subdivision	\$718 per unit
5	NA	Non-Residential Property	\$4,880 per Acre

**c. Increase in the Maximum Services Special Tax**

On each July 1, commencing on July 1, 2023, the Maximum Services Special Tax shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

**d. Increase in the Assigned Services Special Tax**

The Assigned Services Special Tax above shall be applicable for Fiscal Year 2022-2023, and shall increase thereafter, commencing on July 1, 2023, and on each July 1 thereafter in an amount estimated to fund the Special Tax Requirement for Services for the Fiscal Year commencing on such July 1. However, in no case shall the Assigned Services Special Tax for an Assessor's Parcel of Developed Property exceed the applicable Maximum Services Special Tax for such Assessor's Parcel of Developed Property in any Fiscal Year.

**e. Multiple Land Uses**

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. In such cases, the Acreage of Developed Property shall be allocated between Residential Property and Non-Residential Property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Maximum Services Special Tax that can be levied on such Assessor's Parcel shall be the sum of the Maximum Services Special Tax that can be levied on each type of property located on that Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

**D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

**1. Facilities Special Tax**

Commencing with Fiscal Year 2022-2023, and for each following Fiscal Year, the CFD Administrator shall determine the Special Tax Requirement for Facilities and shall provide for the levy of the Facilities Special Tax each Fiscal Year as follows:

First: The Facilities Special Tax shall be levied on each Assessor's Parcel of Developed Property in an amount equal to 100% of the applicable Assigned Facilities Special Tax;

Second: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first step has been completed, the Facilities Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the Maximum Facilities Special Tax for Undeveloped Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first two steps have been completed, then the levy of the Facilities Special Tax on each Assessor's Parcel of Developed Property whose Maximum Facilities Special Tax is determined through the application of the Backup Facilities Special Tax shall be increased in equal percentages from the Assigned Facilities Special Tax up to the Maximum Facilities Special Tax for each such Assessor's Parcel;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first three steps have been completed, then the Facilities Special Tax shall be levied

Proportionately on each Assessor's Parcel of Taxable Public Property and Taxable Property Owner Association Property at up to 100% of the Maximum Facilities Special Tax for Taxable Public Property and Taxable Property Owner Association Property, as needed to satisfy the Special Tax Requirement for Facilities.

Notwithstanding the above, the CFD Administrator shall, in any Fiscal Year, calculate a levy Proportionately less than 100% of the Assigned Facilities Special Tax in step one (above), when (i) the CFD Administrator is no longer required to provide for the levy of the Facilities Special Tax pursuant to steps two through four above in order to meet the Special Tax Requirement for Facilities; and (ii) all authorized CFD No. 109 Bonds have already been issued or the Council has covenanted that it shall not issue any additional CFD No. 109 Bonds (except refunding bonds) to be supported by the Facilities Special Tax.

Further notwithstanding the above, under no circumstances shall the Facilities Special Tax levied in any Fiscal Year against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued (in accordance with Section 53321(d)(3) of the California Government Code), be increased as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 109 by more than ten percent above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults. To the extent that the levy of the Facilities Special Tax on Residential Property is limited by the provision in the previous sentence, the levy of the Facilities Special Tax on each Assessor's Parcel of Non-Residential Property shall continue in equal percentages up to 100% of the applicable Maximum Facilities Special Tax.

## **2. Services Special Tax**

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year, the CFD Administrator shall determine the Special Tax Requirement for Services and shall provide for the levy of the Services Special Tax until the total Services Special Tax levy equals the Special Tax Requirement for Services. The Services Special Tax shall be levied each Fiscal Year as follows:

First: The Services Special Tax shall be levied Proportionately each Fiscal Year on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Services Special Tax as needed to satisfy the Special Tax Requirement for Services;

Second: If additional monies are needed to satisfy the Special Tax Requirement for Services after the first step has been completed, then the levy of the Services Special Tax on each Assessor's Parcel of Developed Property shall be increased in equal percentages from the Assigned Services Special Tax up to the Maximum Services Special Tax for each such Assessor's Parcel.

## **E. EXEMPTIONS**

### **1. Facilities Special Tax**

No Facilities Special Tax shall be levied on up to the applicable Acreage limit of Public Property and/or Property Owner Association Property established for each Planning Area as set forth in Table 6 below. Tax-exempt status shall be assigned by the CFD Administrator in the chronological order in which property within a Planning Area becomes Public Property or Property Owner Association Property. However, should an Assessor's Parcel no longer be

classified as Public Property or Property Owner Association Property, it shall, from that point forward, be subject to the Facilities Special Tax.

**Table 6**  
**Exempt Acreage Limits**  
**City of Fontana CFD No. 109 (Narra Hills)**

Planning Area	Exempt Acreage Limit
P.A. 1	64.08 Acres
P.A. 2	0.00 Acres
P.A. 3	0.00 Acres
P.A. 4	0.00 Acres

Notwithstanding the above, an Assessor’s Parcel within a Planning Area that is transferred to a public agency or property owner’s association prior to the issuance of the first series of CFD No. 109 Bonds that causes the Acreage of Public Property and Property Owner Association Property within such Planning Area to exceed the applicable Acreage limit that can be designated by the CFD Administrator under this Section E.1 shall also be exempted from paying the Special Tax.

Public Property or Property Owner Association Property that is not exempt from the Facilities Special Tax under this Section E.1 shall be subject to the levy of the Facilities Special Tax and shall be taxed Proportionately as part of the fourth step in Section D herein, at up to 100% of the applicable Maximum Facilities Special Tax for Taxable Public Property and Taxable Property Owner Association Property.

In addition, no Facilities Special Tax shall be levied on Lower Income Households Welfare Exemption Property, provided that if, in any Fiscal Year, applicable law does not require that an Assessor’s Parcel that is Lower Income Households Welfare Exemption Property be exempt from the Facilities Special Tax, then the Facilities Special Tax shall be levied on such Assessor’s Parcel in accordance with this Rate and Method of Apportionment as if such Assessor’s Parcel were not classified as Lower Income Households Welfare Exemption Property.

**2. Services Special Tax**

No Services Special Tax shall be levied on Undeveloped Property, Taxable Public Property, Taxable Property Owner Association Property, Public Property, or Property Owner Association Property.

In addition, no Services Special Tax shall be levied on Lower Income Households Welfare Exemption Property, provided that if, in any Fiscal Year, applicable law does not require that an Assessor’s Parcel that is Lower Income Households Welfare Exemption Property be exempt from the Services Special Tax, then the Services Special Tax shall be levied on such Assessor’s Parcel in accordance with this Rate and Method of Apportionment as if such Assessor’s Parcel were not classified as Lower Income Households Welfare Exemption Property.

**F. MANNER OF COLLECTION**

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 109 may directly bill the Special Tax, and/or may collect Special Taxes at a different time or in a different manner if necessary to meet financial obligations, and, to the extent of the Facilities Special Tax, may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels.

#### **G. APPEALS AND INTERPRETATIONS**

Any landowner or resident who feels that the amount of the Special Tax levied on his/her Assessor's Parcel is in error may submit a written appeal to the CFD Administrator, provided that the appellant is current in his/her payment of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, a cash refund shall not be made (except for the last year of levy), but the amount of the Special Tax levied shall be appropriately modified through an adjustment to the Special Tax levy in the following Fiscal Year. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Council by filing a written notice of appeal with the City Clerk, provided that the appellant is current in his/her payment of Special Taxes. This second appeal must specify the reasons for its disagreement with the CFD Administrator's determination.

The CFD Administrator shall interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner or resident appeals. Any decision of the CFD Administrator shall be subject to appeal to the Council whose decision shall be final and binding as to all persons.

#### **H. PREPAYMENT OF FACILITIES SPECIAL TAX**

Under this Rate and Method of Apportionment, an Assessor's Parcel within CFD No. 109 is permitted to prepay the Facilities Special Tax. The obligation of the Assessor's Parcel to pay the Facilities Special Tax may be fully or partially prepaid and permanently satisfied as described herein, provided that a prepayment may be made only for Assessor's Parcels of Developed Property, or for an Assessor's Parcel of Undeveloped Property for which a building permit has been issued after January 1, 2022, and only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Facilities Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount for such Assessor's Parcel. The CFD Administrator may charge such owner a reasonable fee for providing this service. If there are Outstanding Bonds, prepayment must be made not less than 30 days prior to a date that notice of redemption of CFD No. 109 Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture that is specified in the report of the Facilities Special Tax Prepayment Amount (defined below).

The following additional definitions apply to this Section H:

**"CFD Public Facilities Costs"** means either \$37,115,500 in 2022 dollars, which shall increase by the Construction Inflation Index on July 1, 2023, and on each July 1 thereafter, or such lower number as (i) shall be determined by the CFD Administrator as sufficient to provide funding for the Authorized Facilities under the authorized bonding program for CFD No. 109, or (ii) shall be determined by the Council concurrently with a covenant that it shall not issue any more CFD No. 109 Bonds (except refunding bonds) to be supported by the Facilities Special Tax levy under this Rate and Method of Apportionment.

**"Construction Inflation Index"** means the annual percentage change in the Engineering News Record Building Cost Index for the City of Los Angeles, measured as of the month of December in the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Engineering News Record Building Cost Index for the City of Los Angeles.

**"Future Facilities Costs"** means the CFD Public Facilities Costs minus (i) costs of Authorized Facilities previously paid from the Improvement Fund, (ii) moneys currently on deposit in the Improvement Fund available to pay costs of Authorized Facilities, and (iii) the amount the CFD Administrator reasonably expects to derive from the reinvestment of these funds.

**"Improvement Fund"** means a fund or account specifically identified in the Indenture (or prior to the issuance of the first series of CFD No. 109 Bonds a fund or account held by the City) to hold funds which are currently available for expenditure to acquire or construct Authorized Facilities.

**"Previously Issued Bonds"** means, for any Fiscal Year, all Outstanding Bonds that are outstanding under the Indenture after the first interest and/or principal payment date following the current Fiscal Year.

**1. Prepayment in Full**

The Facilities Special Tax Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
less	Capitalized Interest Credit
Total:	equals Facilities Special Tax Prepayment Amount

As of the proposed date of prepayment, the Facilities Special Tax Prepayment Amount shall be calculated according to the following paragraphs:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.
2. For Assessor's Parcels of Developed Property, compute the Assigned Facilities Special Tax and Backup Facilities Special Tax for the Assessor's Parcel to be prepaid. For

Assessor's Parcels of Undeveloped Property for which a building permit has been issued after January 1, 2022, compute the Assigned Facilities Special Tax and Backup Facilities Special Tax for that Assessor's Parcel as though it was already designated as Developed Property, based upon the building permit which has already been issued for such Assessor's Parcel.

3. (a) Divide the Assigned Facilities Special Tax computed pursuant to paragraph 2 by the total estimated Assigned Facilities Special Tax levy for CFD No. 109 based on the Assigned Facilities Special Taxes for Developed Property which could be levied on all expected development assuming Buildout of CFD No. 109, excluding any Assessor's Parcels which have been prepaid, and  
  
(b) Divide the Backup Facilities Special Tax computed pursuant to paragraph 2 by the total estimated Backup Facilities Special Taxes at Buildout for the entire CFD No. 109, excluding any Assessor's Parcels which have been prepaid.
4. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the Previously Issued Bonds to compute the amount of Previously Issued Bonds to be redeemed (the "Bond Redemption Amount").
5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium (e.g., the redemption price minus 100%), if any, on the Previously Issued Bonds to be redeemed (the "Redemption Premium").
6. Compute the current Future Facilities Costs.
7. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").
8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the redemption date for the Previously Issued Bonds specified in the report of the Facilities Special Tax Prepayment Amount.
9. Determine the Facilities Special Tax levied on the Assessor's Parcel in the current Fiscal Year which has not yet been paid.
10. Compute the minimum amount the CFD Administrator reasonably expects to derive from the reinvestment of the Facilities Special Tax Prepayment Amount, less any interest earnings attributed to the Future Facilities Amount, and less any interest earnings attributed to the Administrative Fees and Expenses (defined below) from the date of prepayment until the redemption date for the Previously Issued Bonds to be redeemed with the prepayment.
11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").
12. The administrative fees and expenses of CFD No. 109 are as calculated by the CFD Administrator and include the costs of computation of the prepayment, the costs to invest

the prepayment proceeds, the costs of redeeming CFD No. 109 Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").

13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Previously Issued Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Previously Issued Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero. No Reserve Fund Credit shall be granted if the amount then on deposit in the reserve fund for the Previously Issued Bonds is below 100% of the reserve requirement (as defined in the Indenture).
14. If any capitalized interest for the Previously Issued Bonds will not have been expended as of the date immediately following the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the expected balance in the capitalized interest fund or account under the Indenture after such first interest and/or principal payment date (the "Capitalized Interest Credit").
15. The Facilities Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "Facilities Special Tax Prepayment Amount").

## **2. Prepayment in Part**

The amount of the prepayment shall be calculated as in Section H.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = [(PE - A) \times F] + A$$

These terms have the following meaning:

PP = the partial prepayment.

PE = the Facilities Special Tax Prepayment Amount calculated according to Section H.1.

F = the percentage, expressed as a decimal, by which the owner of the Assessor's Parcel is partially prepaying the Facilities Special Tax.

A = the Administrative Fees and Expenses calculated according to Section H.1.

## **3. General Provisions Applicable to the Prepayment of Facilities Special Tax**

### **(a). Use of the Facilities Special Tax Prepayment Amount**

The Facilities Special Tax Prepayment Amount, less the Administrative Fees and Expenses calculated according to Section H.1 which shall be retained by CFD No. 109, and less the Future Facilities Amount calculated according to Section H.1 which shall be deposited into the Improvement Fund, shall be deposited into specific funds established under the Indenture, to fully or partially redeem as many Outstanding Bonds as possible,



and, if amounts are less than \$5,000, to make debt service payments on the Outstanding Bonds.

(b). Full Prepayment of Facilities Special Tax

Upon confirmation of the payment of the current Fiscal Year's entire Facilities Special Tax obligation, the CFD Administrator shall remove the current Fiscal Year's Facilities Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid in accordance with Section H.1, the CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of the Facilities Special Tax and the release of the Facilities Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Facilities Special Tax shall cease.

(c). Partial Prepayment of Facilities Special Tax

With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute or cause to be distributed the funds remitted to it according to Section H.3.(a) and (ii) indicate in the records of CFD No. 109 that there has been a partial prepayment of the Facilities Special Tax and that a portion of the Facilities Special Tax with respect to such Assessor's parcel, equal to the outstanding percentage (1.00 – F) of the remaining Maximum Facilities Special Tax, shall continue to be levied on such Assessor's Parcel pursuant to Section D herein.

(d). Debt Service Coverage

Notwithstanding the foregoing, no prepayment of the Facilities Special Tax shall be allowed unless the amount of Facilities Special Tax that may be levied on Taxable Property (assuming Buildout) within CFD No. 109 in each future Fiscal Year (after excluding Public Property and Property Owner Association Property as set forth in Section E.1 herein), after the proposed prepayment, is at least equal to the sum of (i) 1.10 times the debt service necessary to support the remaining Outstanding Bonds in each corresponding Fiscal Year, and (ii) Administrative Expenses.

**I. TERM OF SPECIAL TAX**

The Facilities Special Tax shall be levied for a period not to exceed fifty years commencing with Fiscal Year 2022-2023. The Services Special Tax shall be levied in perpetuity to fund the Special Tax Requirement for Services.

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Printed: March 28, 2022

**EXHIBIT A**  
**CERTIFICATE TO AMEND FACILITIES SPECIAL TAX**  
**CFD NO. 109 CERTIFICATE**

1. Pursuant to Section C.1 of the Rate and Method of Apportionment (the "Rate and Method") for City of Fontana Community Facilities District No. 109 (Narra Hills) ("CFD No. 109"), the Assigned Facilities Special Tax and the Backup Facilities Special Tax for Developed Property within CFD No. 109 has been reduced as described herein.

(a) The information in Table 1 of the Rate and Method relating to the Assigned Facilities Special Tax for Developed Property within CFD No. 109 shall be modified as follows:

<b>Land Use Class</b>	<b>Description</b>	<b>Residential Floor Area (square feet)</b>	<b>Original Assigned Facilities Special Tax</b>	<b>Modified Assigned Facilities Special Tax</b>
1	Detached Residential Property	4,400 or greater	\$8,186 per unit	\$[ ] per unit
2	Detached Residential Property	4,200 to less than 4,400	\$7,879 per unit	\$[ ] per unit
3	Detached Residential Property	4,000 to less than 4,200	\$7,736 per unit	\$[ ] per unit
4	Detached Residential Property	3,800 to less than 4,000	\$7,592 per unit	\$[ ] per unit
5	Detached Residential Property	3,600 to less than 3,800	\$7,238 per unit	\$[ ] per unit
6	Detached Residential Property	3,400 to less than 3,600	\$6,905 per unit	\$[ ] per unit
7	Detached Residential Property	3,200 to less than 3,400	\$6,551 per unit	\$[ ] per unit
8	Detached Residential Property	3,000 to less than 3,200	\$6,240 per unit	\$[ ] per unit
9	Detached Residential Property	2,800 to less than 3,000	\$6,103 per unit	\$[ ] per unit
10	Detached Residential Property	2,600 to less than 2,800	\$5,873 per unit	\$[ ] per unit
11	Detached Residential Property	2,400 to less than 2,600	\$5,666 per unit	\$[ ] per unit
12	Detached Residential Property	2,200 to less than 2,400	\$5,349 per unit	\$[ ] per unit
13	Detached Residential Property	2,000 to less than 2,200	\$5,118 per unit	\$[ ] per unit
14	Detached Residential Property	Less than 2,000	\$4,876 per unit	\$[ ] per unit
15	Attached Residential Property	2,000 or greater	\$4,074 per unit	\$[ ] per unit
16	Attached Residential Property	1,800 to less than 2,000	\$4,025 per unit	\$[ ] per unit
17	Attached Residential Property	1,600 to less than 1,800	\$3,762 per unit	\$[ ] per unit
18	Attached Residential Property	1,400 to less than 1,600	\$3,627 per unit	\$[ ] per unit
19	Attached Residential Property	1,200 to less than 1,400	\$3,445 per unit	\$[ ] per unit
20	Attached Residential Property	Less than 1,200	\$3,320 per unit	\$[ ] per unit
21	Non-Residential Property	NA	\$36,640 per Acre	\$[ ] per Acre

(b) The Backup Facilities Special Tax for Developed Property within a Planning Area, set forth in Table 2 within Section C.1.a.(3) of the Rate and Method, shall be modified as follows:

<b>Planning Area</b>	<b>Original Backup Facilities Special Tax</b>	<b>Modified Backup Facilities Special Tax</b>
P.A. 1	\$28,860 per Acre	\$[ ] per Acre
P.A. 2	\$52,010 per Acre	\$[ ] per Acre
P.A. 3	\$70,530 per Acre	\$[ ] per Acre
P.A. 4	\$69,890 per Acre	\$[ ] per Acre

2. The Assigned Facilities Special Tax and the Backup Facilities Special Tax for Developed Property may only be reduced prior to the first issuance of CFD No. 109 Bonds.
3. Upon execution of the certificate by CFD No. 109, CFD No. 109 shall cause an amended notice of Special Tax lien for CFD No. 109 to be recorded reflecting the reductions set forth herein.

All capitalized terms used herein shall have the meanings set forth in the Rate and Method.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*CFD Administrator*

By execution hereof, the undersigned acknowledge, on behalf of CFD No. 109, receipt of this certificate and modification of the Rate and Method as set forth in this certificate.

CITY OF FONTANA COMMUNITY FACILITIES DISTRICT No. 109 (NARRA HILLS)

By: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT B**  
**PLANNING AREAS**

<b>Planning Area (P.A.)</b>	<b>Legal Description</b>
P.A. 1	The land area within CFD No. 109 which is not located within P.A. 2, P.A. 3, or P.A. 4
P.A. 2	Lots 156 through 233, inclusive, of Tentative Tract Map No. 20010
P.A. 3	Lots 234 and 235 of Tentative Tract Map No. 20010
P.A. 4	Lot 236 of Tentative Tract Map No. 20010
<p>Reference is hereby made to Tentative Tract Map No. 20010 approved by City Council on February 26, 2019 for a description of the lines and dimensions of the lots listed above. The area geographically identified within the boundaries of an applicable Planning Area may be amended from time-to-time or modified pursuant to a final map or precise site plan for such property only at the discretion of the CFD Administrator provided that such change will not reduce the amount of Maximum Facilities Special Tax below the amount required to equal at least 1.1 times the maximum annual debt service on all Outstanding Bonds, plus the Administrative Expenses.</p>	

I, Germaine McClellan Key, City Clerk of the City of Fontana, California, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council of said City at a regular meeting thereof, held on April 12, 2022, by the following vote to-wit:

**AYES:**

**NOES:**

**ABSENT:**

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City Clerk

---

Mayor

**ATTEST:**

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City Clerk

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA TO INCUR BONDED INDEBTEDNESS OF THE PROPOSED CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 109 (NARRA HILLS)**

**WHEREAS**, the City Council (the “City Council”) of the City of Fontana (the “City”), pursuant to the Mello-Roos Community Facilities Act of 1982 (the “Act”), has this date adopted its Resolution entitled “A Resolution of the City Council of the City of Fontana of Intention to Establish a Community Facilities District Proposed to be Named City of Fontana Community Facilities District No. 109 (Narra Hills), and to Authorize the Levy of Special Taxes,” stating its intention to establish City of Fontana Community Facilities District No. 109 (Narra Hills) (the “Community Facilities District”) for the purpose of financing certain public facilities (the “Facilities”) and services, as further provided in said Resolution; and

**WHEREAS**, in order to finance the Facilities it is necessary to incur bonded indebtedness in the amount of up to \$50,000,000;

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

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

**Section 2.** The City Council hereby declares that in order to finance the Facilities, it is necessary to incur bonded indebtedness.

**Section 3.** The purpose for which the proposed debt is to be incurred is to provide the funds necessary to pay the costs of the Facilities, including all costs and estimated costs incidental to, or connected with, the accomplishment of said purpose and of the financing thereof, as permitted by Section 53345.3 of the Act.

**Section 4.** The maximum amount of the proposed debt is \$50,000,000.

**Section 5.** The City Council hereby fixes Tuesday, May 24, 2022, at 7:00 p.m., or as soon thereafter as the City Council may reach the matter, at 8353 Sierra Avenue, Fontana, California, as the time and place when and where the City Council will conduct a public hearing on the proposed debt authorization; provided, that, in the event the May 24, 2022 City Council meeting is held via teleconference and/or videoconference only, the means by which the public may observe such public hearing and offer public comment shall be prescribed in the notice and agenda for such City Council meeting.

**Section 6.** The City Clerk of the City is hereby directed to publish, or cause to be published, a notice of said public hearing one time in a newspaper of general circulation published in the area of the proposed Community Facilities District. The publication of said notice shall be completed at least seven days prior to the date herein fixed for said public hearing. Said notice shall contain the information prescribed by Section 53346 of the Act.

**Section 7.** All actions heretofore taken by the officers, employees and agents of the City with respect to the proposed incurrence of bonded indebtedness by the Community Facilities District, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

**Section 8.** The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

**Section 9.** This Resolution shall take effect immediately upon its adoption.

**APPROVED and ADOPTED** by the City Council of the City of Fontana on April 12, 2022.

**READ AND APPROVED AS TO LEGAL FORM:**

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City Attorney

I, Germaine McClellan Key, City Clerk of the City of Fontana, California, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council of said City at a regular meeting thereof, held on April 12, 2022, by the following vote to-wit:

**AYES:**

**NOES:**

**ABSENT:**

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City Clerk

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Mayor

**ATTEST:**

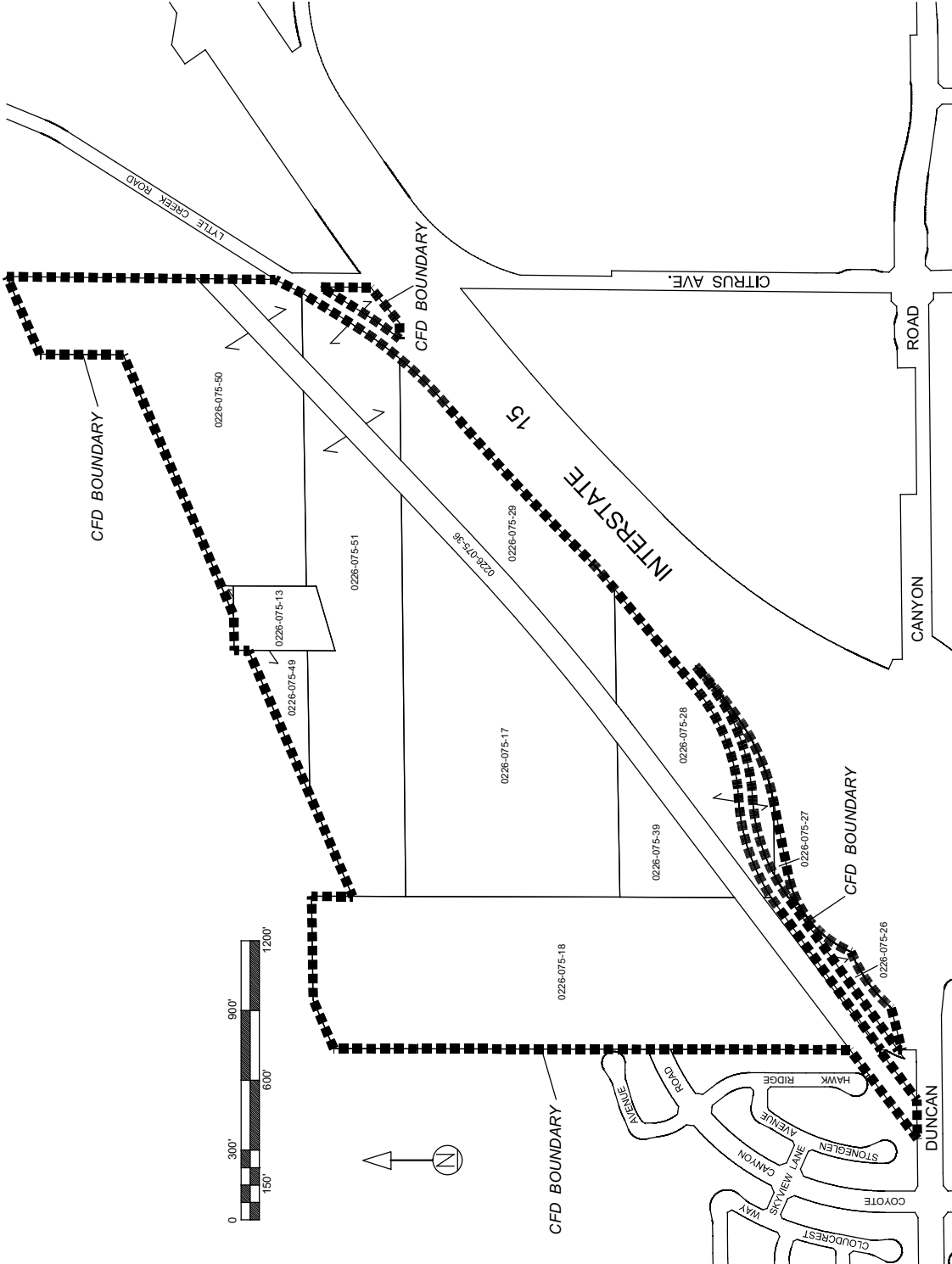
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City Clerk



**PROPOSED BOUNDARIES OF CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 109 (NARRA HILLS)**

SAN BERNARDINO COUNTY, STATE OF CALIFORNIA



**PROPOSED BOUNDARIES:**

THE PROPOSED BOUNDARIES OF CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 109 (NARRA HILLS) CONTAINS 137.33 ACRES OF LAND, MORE OR LESS.  
 REFERENCE IS HEREBY MADE TO THE ASSESSOR MAPS OF SAN BERNARDINO COUNTY FOR DESCRIPTION OF THE LINES AND DIMENSIONS OF THE PARCEL LISTED BELOW:

- 0226-075-13
- 0226-075-17
- 0226-075-18
- 0226-075-26
- 0226-075-27
- 0226-075-29
- 0226-075-36
- 0226-075-39
- 0226-075-49
- 0226-075-50
- 0226-075-51

**CITY CLERK'S CERTIFICATE**

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF FONTANA THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

CITY CLERK OF THE CITY OF FONTANA  
 I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 109 (NARRA HILLS), SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF FONTANA AT A REGULAR MEETING THEREOF, HELD ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022, BY ITS RESOLUTION NO. \_\_\_\_  
 CITY CLERK OF THE CITY OF FONTANA

**SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE**

FILED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022, AT THE HOUR OF \_\_\_\_ O'CLOCK \_\_\_\_ M. IN BOOK \_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY CLERK AND COUNTY RECORDER IN SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF THE CITY OF FONTANA, IN THE AMOUNT OF \$ \_\_\_\_  
 BOB DUTTON, ASSESSOR-RECORDER  
 SAN BERNARDINO COUNTY

BY: \_\_\_\_\_  
 DEPUTY RECORDER

**PROPOSED BOUNDARIES OF CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 109 (NARRA HILLS)**

SAN BERNARDINO COUNTY, STATE OF CALIFORNIA

Prepared by  
 DTA

SHEET  
 1 OF 1



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-1325

**Agenda #:** R.

**Agenda Date:** 4/12/2022

**Category:** Consent Calendar

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**FROM:**

City Manager's Office

**SUBJECT:**

Adopt a Resolution Opposing SB 871 a School Vaccine Requirement Bill

**RECOMMENDATION:**

Adopt **Resolution No, 2022- \_\_\_\_\_**, of the City Council of the City of Fontana Opposing SB 871 a School Vaccine Requirement Bill.

**COUNCIL GOALS:**

- To create a team by working together to provide stability and consistent policy direction.
- To create a team by communicating Goals and Objectives to all sectors of the community.
- To create a team by supporting the decisions of the majority once made.

**DISCUSSION:**

SB 871 is a school vaccine requirement bill by State Senator Richard Pan who is a longtime vaccine proponent in the state Capitol. This bill would add the COVID-19 vaccine to the list of required immunizations for California's school children. That would also bar students from receiving exemptions for personal or religious reasons.

SB871 has been referred to the Senate Health Committee and Education Committee, however a hearing date has not been set thus far. To move forward, the bill must be out of both committees by May 6, 2022 to reach a State Senate floor vote.

On March 15, 2022, the San Bernardino County Board of Supervisors passed a resolution opposing SB 871.

**FISCAL IMPACT:**

If SB 871 is passed and signed by the Governor, there is a real threat of parents pulling their children out of public schools which may have a major financial impact on local school districts.

**MOTION:**

Approve staff recommendation.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF FONTANA OPPOSING RECENTLY INTRODUCED STATE LEGISLATION, SENATE BILL 871 (PAN), WHICH REQUIRES MANDATORY COVID-19 VACCINATION FOR ALL PUBLIC SCHOOL STUDENTS IN CALIFORNIA AND REMOVES EXEMPTIONS FOR PERSONAL BELIEFS. FUTURE DISEASE IMMUNIZATION REQUIREMENTS WOULD BE DETERMINED BY THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH RATHER THAN THE STATE LEGISLATURE**

**WHEREAS**, In fall 2021, Governor Newsom directed the California Department of Public Health (CDPH) to follow the procedures established by the California State Legislature to add the COVID-19 vaccine to other vaccinations, such as measles, mumps, and rubella, required for in-person public school attendance in the state pursuant to the California Health and Safety Code;

**WHEREAS**, Under California law, students are allowed to forgo vaccines required for in-person attendance at K-12 schools if a doctor says it is medically necessary to do so; however, since current law only applies to previously approved immunizations, the state must offer broad personal belief exemptions for all newly mandated vaccines unless lawmakers and Governor Newsom override that requirement by enacting new legislation;

**WHEREAS**, On January 24, 2022, Senate Bill (SB) 871 (Pan) was introduced which, if signed into law, would mandate all students attending California public schools receive the COVID-19 vaccination and eliminate the personal belief exemption;

**WHEREAS**, SB 871 also removes the personal belief exemption from any future or additional immunization requirements that are deemed necessary by the California Department of Public Health;

**WHEREAS**, Personal belief exemptions have been a time-honored tradition under American law, most notably for conscientious objectors whose personal beliefs have been respected and tolerated, under rights enshrined in the First Amendment to the Constitution;

**WHEREAS**, Governor Newsom has begun to lift emergency orders and other COVID-19-related state mandates, including lifting the workplace indoor mask mandate as of March 1st and lifting the indoor mask mandate for schools as of March 11th, thereby indicating the state's recognition of rapidly improving public health conditions;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FONTANA DOES HERBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**

**Section 1: Recitals.** That the recitals set forth hereinabove are true and correct in all respects, and are incorporated herein.

**Section 2: Opposing SB 871.** The Fontana City Council opposes SB 871 and similar legislation, regulatory efforts, and state mandates which would require mandatory COVID-19 vaccinations without exceptions for personal beliefs. This includes vaccination mandates as a requirement for employment or enrollment in educational institutions, both public and private.

**APPROVED AND ADOPTED** this 12<sup>th</sup> day of April, 2022.

**READ AND APPROVED AS TO LEGAL FORM:**

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City Attorney

I, Germaine McClellan Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the 12<sup>th</sup> day of April, 2022 by the following vote to-wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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City Clerk of the City of Fontana

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Mayor of the City of Fontana

**ATTEST:**

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City Clerk



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-1309

**Agenda #:** A.

**Agenda Date:** 4/12/2022

**Category:** Public Hearing

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**FROM:**

Development Services

**SUBJECT:**

Adoption of a Resolution of the City Council of the City of Fontana Abandoning Undeveloped City-Owned Parkland Pursuant to the Municipal Park Abandonment Law of 1939 (Government Code sections 38501 et. seq.); and Determining that the Abandonment of the Parkland is Exempt from CEQA

**RECOMMENDATION:**

1. Conduct the public hearing; and
2. Adopt **Resolution No. 2022 - \_\_\_\_** of the City Council of the City of Fontana Abandoning Undeveloped City-Owned Parkland Pursuant to the Municipal Park Abandonment Law of 1939; and Determining that the Abandonment of the Parkland is Exempt from CEQA.

**COUNCIL GOALS:**

- To create a team by working together to provide stability and consistent policy direction.
- To create a team by communicating Goals and Objectives to all sectors of the community.
- To create a team by supporting the decisions of the majority once made.

**DISCUSSION:**

BACKGROUND:

On September 23, 1997, Ten-Ninety, LTD quit-claimed the deed of a ten (10) acre parcel of vacant land identified as APN 0237-411-13 (the "Property") to the City, which was formally accepted by the City on May 2, 1999. The Property was never formally dedicated as "park", was not used as a public park, and no City funds were used to improve the Property into a park. As such the Property has remained vacant parkland since the City acquired it in 1997.

DISCUSSION:

On February 22, 2022, the City Council adopted Resolution No. 22-013, a Resolution of Intention describing the Property to be abandoned and ordered a public hearing on the proposed abandonment be set for April 12, 2022.

During the public hearing City Council must meet, hear, and pass on objections to the abandonment of the Property. If the City Council concurs with the objections, the proceedings shall terminate.

However, if all objections are overruled, then City Council may order all or a portion of the Property to be abandoned. If all objections to the abandonment of the property are overruled, tonight's public hearing completes the procedural steps necessary to allow for the future sale of this parcel. As such, this action allows the City to be open to future opportunities for the use of the Property.

**FISCAL IMPACT:**

None.

**MOTION:**

Accept staff recommendation.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION ABANDONING UNDEVELOPED CITY-OWNED PARKLAND PURSUANT TO THE MUNICIPAL PARK ABANDONMENT LAW OF 1939 (GOVERNMENT CODE SECTIONS 38501 ET SEQ.); AND DETERMINING THAT THE ABANDONMENT OF THE PARKLAND IS EXEMPT FROM CEQA**

**WHEREAS**, on September 23, 1997 the City of Fontana (“City”) acquired a parcel of vacant parkland by quit-claim deed identified as APN 0237-411-13, as more particularly described in Exhibit “A” (“Property”); and

**WHEREAS**, the Property was formally accepted by the City on May 2, 1999; and

**WHEREAS**, the Property is approximately ten (10) acres in size; and

**WHEREAS**, the Property was never formally dedicated as a “park” or developed as a park, never used by the public as a park, nor were City funds ever used to make improvements to the Property; and

**WHEREAS**, the Municipal Park Abandonment Law of 1939, codified at Government Code sections 38501 et seq. (the “Act”) authorizes the City to sell land that was dedicated for parkland purposes; and

**WHEREAS**, on February 22, 2022, the City Council adopted Resolution No. 22-013, a Resolution of Intention to Abandon and Sell Parkland, and ordered a public hearing on the proposed abandonment be set for the 12<sup>th</sup> day of April, 2022, in the City Council Chambers of the City Council, at City Hall, 8353 Sierra Ave, Fontana, California; and

**WHEREAS**, a copy of Resolution No. giving notice of the date, hour and place of hearing of the proposed vacation abandonment was published for at least three successive weeks prior to the hearing pursuant to Section 6063 of the Government Code; and

**WHEREAS**, at least four copies of Resolution No. 22-013 were conspicuously posted along the boundary of the park land to be vacated abandoned not more than 100 feet apart; and

**WHEREAS**, the hearing described above has been conducted at the designated time and place, and this Council having heard and considered all oral, documentary and other evidence presented; and

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

**Section 1.** The above recitals are true and correct and are incorporated herein by reference and made a substantive portion of this Resolution.

**Section 2.** After conducting the public hearing the City Council of the City of Fontana does hereby pass and overrule any and all objections to the abandonment of the use of the Property for park purposes and hereby abandons the use of the Property for park purposes pursuant to the provisions of the Municipal Park Abandonment Law of 1939.

**Section 3.** Pursuant to Government Code section 38508, the City Council may order the sale of the Property in one block or in lots or parcels, for cash or on credit, as it deems most advantageous to the City.

**Section 4.** This approval is not subject to the California Environmental Quality Act (“CEQA”), because it is exempt under State CEQA Guidelines section 15061(b)(3), as it can be seen with certainty that there is no possibility that the activities in question may have a significant effect on the environment. City staff is directed to file the appropriate Notice of Exemption with the County of San Bernardino.

**PASSED AND ADOPTED** by the City Council of the City of Fontana at a regular meeting of the City Council on April 12, 2022 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

\_\_\_\_\_  
Acquanetta Warren, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ruben Duran, City Attorney



**Exhibit "A"**  
Legal Description of Parkland

LOT 11 OF TRACT NO. 15117, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 275, PAGES 66 THROUGH 90, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 0237-411-13-0-000