CITY OF ONTARIO

Regular City Council/Housing Authority/Ontario Public Financing Authority Meeting

APRIL 7, 2026

City Hall
303 East B Street, Ontario, CA 91764

MAYOR PAUL S. LEON • MAYOR PRO TEM ALAN D. WAPNER
COUNCIL MEMBERS JIM W. BOWMAN, DEBRA PORADA AND DAISY MACIAS

CITY CLERK SHEILA MAUTZ • TREASURER JAMES R. MILHISER
CITY MANAGER SCOTT OCHOA • CITY ATTORNEY RUBEN DURAN

WELCOME TO A MEETING OF THE ONTARIO CITY COUNCIL

All documents for public review are on file with the Records Management/City Clerk's Department located at 303 East B Street, Ontario, CA 91764.

Anyone wishing to speak in person during public comment or on a particular item will be required to fill out a blue slip. Blue slips must be turned in prior to public comment beginning or before an agenda item is taken up. The Clerk will not accept blue slips after that time.

To submit written public comments by email, please send your name, the agenda item you are commenting on, and your comments to publiccomments@ontarioca.gov. The public comment submission window opens at the time the agenda is published and remains open until 4:00 p.m. on the day of the meeting. All comments received during this timeframe will be forwarded to the City Council for consideration before action is taken on the matter and will be entered into the record.

Speakers will be alerted when they have 1 minute remaining and when their time is up. Speakers are then to return to their seats and no further comments will be permitted.

In accordance with State Law, remarks during public comment are to be limited to subjects within Council's jurisdiction. Remarks on other agenda items will be limited to those items.

Remarks from those seated or standing in the back of the chamber will not permitted. All those wishing to speak including Council and Staff need to be recognized by the Chair before speaking.

ACCOMMODATIONS

If you need special assistance or accommodations to participate in this meeting, please contact the City Clerk's office at 909-395-2009. Notification of 48 hours prior to the meeting will help the City make reasonable arrangements. Equipment for the hearing impaired is available in the Records Management Office.

ORDER OF BUSINESS

The regular City Council and Housing Authority and Ontario Public Financing Authority meeting begins with Closed Session and Closed Session Comment at 6:00 p.m., Public Comment at 6:30 p.m. immediately followed by the Regular Meeting and Public Hearings. No agenda item will be introduced for consideration after 10:00 p.m. except by majority vote of the City Council.

CALL TO ORDER *(OPEN SESSION)*

ROLL CALL

Wapner, Bowman, Porada, Macias, Mayor/Chairman Leon

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda item contractors, subcontractors and agents may require member abstentions due to conflict of interests and financial interests. Council Member abstentions shall be stated under this item for recordation on the appropriate item.

CLOSED SESSION PUBLIC COMMENT

The Closed Session Public Comment portion of the Council/Housing Authority meeting is limited to matters appearing on the Closed Session. Additional opportunities for further Public Comment will be given during and at the end of the meeting.

CLOSED SESSION

GC 54956.9(d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION
Anthony Robert Phoenix v. Toyota Arena, LLC et al CACD Case No. 8:23-cv-02403

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN's: 1049-161-01, 1049-161-24, 1049-161-25, 1049-171-05, 1049-171-06, 1049-171-07; West Side of South Grove Avenue, South of East State Street, East of Cucamonga Avenue;

City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Ontario International Airport Authority; Under negotiation: Price and terms of payment.

ATTACHMENT: 20260407 Closed Session

PLEDGE OF ALLEGIANCE

Council Member Macias

INVOCATION

Pastor Narcissis Tucker-Bishop, Westminster Presbyterian Church

REPORT ON CLOSED SESSION

City Attorney

PUBLIC COMMENTS 6:30 P.M.

The Public Comment portion of the Council/Housing Authority/Ontario Public Financing Authority meeting is limited to 30 minutes. An opportunity for further Public Comment may be given at the end of the meeting. Under provisions of the Brown Act, Council is prohibited from taking action on oral requests.

To comment by email, submit your comments by email no later than 4:00 p.m. on the day of the meeting by emailing your name, agenda item you are commenting on and your comment to publiccomments@ontarioca.gov. All Comments received by the deadline will be forwarded to the City Council for consideration before action is taken on the matter and entered into the record. As previously noted -- if you wish to address the Council, fill out one of the blue slips at the rear of the chambers and give it to the City Clerk.

AGENDA REVIEW/ANNOUNCEMENTS

The City Manager will go over all updated materials and correspondence received after the Agenda was distributed to ensure Council Members have received them. He will also make any necessary recommendations regarding Agenda modifications or announcements regarding Agenda items to be considered.

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 a separate vote.

1. APPROVAL OF MINUTES

Minutes for the regular meetings of the City Council and Housing Authority of March 3, 2026, and approving same as on file in the Records Management Department.

ATTACHMENT: 20260303 Meeting Minutes (Not Official Until Approved).docx

2. BILLS & PAYROLL

Bills February 27, 2026 through March 19, 2026, and Payroll February 8, 2026 through March 7, 2026.

3. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH FEHR & PEERS FOR ON-CALL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING DESIGN SERVICES

That the City Council authorize the City Manager, or his designee, to execute Amendment No. 1 to the Design Services Agreement with Fehr & Peers, of Irvine, California, to provide On-Call Transportation Planning and Traffic Engineering Design Services for phase two of the Ontario Community Circulator Transit Planning Study Project in the amount of $64,243 plus a 10% contingency of $6,424 for a total not-to-exceed contract amount of $670,635.

ATTACHMENT: 02a_Fehr & Peers, Amendment No. 1.pdf

4. A CONSTRUCTION CONTRACT WITH PAVEMENT REHAB COMPANY FOR THE 2026 SPRING CDBG MAINTENANCE SLURRY SEAL AND PAVEMENT MANAGEMENT PROJECT

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Construction Contract with Pavement Rehab Company, of Anaheim, California, for the 2026 Spring CDBG Maintenance Slurry Seal and Pavement Management Project in the amount of $663,000, plus a 10% contingency of $66,300 for a total not-to-exceed contract amount of $729,300; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but is not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

ATTACHMENT: Exhibit A - Location Map.pdf
ATTACHMENT: 2026 Spring Slurry - Pavement Rehab Company - Draft Contract.pdf

5. AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA21-009) BETWEEN THE CITY OF ONTARIO AND WEST HAVEN 27, LLC.

That the City Council adopt an Ordinance approving a Development Agreement (File No. PDA21-009) between the City of Ontario and West Haven 27, LLC.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVE FILE NO. PDA21-009, A DEVELOPMENT AGREEMENT

BETWEEN THE CITY OF ONTARIO AND WEST HAVEN 27, LLC TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE TRACT MAP 20696 (FILE NO. PMTT24-003), LOCATED AT THE SOUTHWEST CORNER OF RIVERSIDE DRIVE AND HAVEN AVENUE, WITHIN PLANNING AREA 1 OF THE WEST HAVEN SPECIFIC PLAN (APN: 0218-151-48).

ATTACHMENT: File No. PDA21-009 West Haven 27 LLC 01 EXH A&B.pdf
ATTACHMENT: File_No._PDA21-009_West_Haven_27_LLC_02_RM.docx
ATTACHMENT: Attachment A File No. PDA21-009 West Haven 27 LLC 03 DEV AGR.doc

6. AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA25-005) BETWEEN THE CITY OF ONTARIO, LEGACY LAND PARTNERS, LLC AND RICHLAND ONTARIO DEVELOPERS, LLC

That the City Council adopt an Ordinance approving a Development Agreement (File No. PDA25-005) between the City of Ontario and Legacy Land Partners, LLC.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVE FILE NO. PDA25-005, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO, LEGACY LAND PARTNERS LLC, AND RICHLAND ONTARIO DEVELOPERS LLC TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE PARCEL MAP NO. 20792 (FILE NO. PMTT24-001), LOCATED ON THE SOUTHWEST CORNER OF ONTARIO RANCH ROAD AND MILL CREEK AVENUE WITHIN PLANNING AREA 5B OF THE RICH HAVEN SPECIFIC PLAN (APN: 0218-211-43).

ATTACHMENT: File No. PDA25-005 Richland Ontario Developers 01 EXH A&B.pdf
ATTACHMENT: File_No._PDA25-005_Richland_Ontario_Developers_LLC_02_RM.docx
ATTACHMENT: Attachment A File No. PDA25-005 Richland Ontario Developers LLC 03 DEV AGR.docx

7. ACCEPT WRITTEN PETITIONS TO CREATE A COMMUNITY FACILITIES DISTRICT; ADOPT A RESOLUTION OF INTENTION TO ESTABLISH CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 77 (THE RESORT AT ONTARIO RANCH FACILITIES) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES; AND ADOPT A RESOLUTION DECLARING IT NECESSARY TO INCUR BONDED INDEBTEDNESS

That the City Council consider and:

A. Accept written petitions (on file with the Records Management Department) from SL Ontario Development Company, LLC (SLODC), Richmond American Homes of Maryland, Inc. and TRI-Pointe Homes Holdings, Inc. ("Landowners"), to create a Community Facilities District ("CFD") and to waive certain procedural matters, under the Mello-Roos Community Facilities Act of 1982;
B. Adopt a Resolution of Intention to establish City of Ontario Community Facilities District No. 77 (The Resort at Ontario Ranch Facilities), authorize the associated levy of special taxes therein; and set a public hearing for the formation of the CFD as part of the regularly scheduled City Council meeting on Tuesday, May 19, 2026; and
C. Adopt a Resolution Declaring it Necessary for the City of Ontario Facilities District No. 77

(The Resort at Ontario Ranch Facilities) to Incur Bonded Indebtedness.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF INTENTION TO ESTABLISH A COMMUNITY FACILITIES DISTRICT PROPOSED TO BE NAMED CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 77 (THE RESORT AT ONTARIO RANCH FACILITIES) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING IT NECESSARY FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 77 (THE RESORT AT ONTARIO RANCH FACILITIES) TO INCUR BONDED INDEBTEDNESS.

ATTACHMENT: CFD_No._77_The_Resort_at_Ontario_Ranch_01_Intent_to_Establish_01_RESO_RM.docx
ATTACHMENT: CFD No. 77 The Resort at Ontario Ranch 01A EXH A Boundary Map
ATTACHMENT: CFD No. 77 The Resort at Ontario Ranch 01B EXH C RMA.pdf
ATTACHMENT: CFD_No._77_The_Resort_at_Ontario_Ranch_Incur_Bonded_indebtedness_02__RESO_RM.doc

8. A RESOLUTION AUTHORIZING SUBMITTAL OF CLAIMS TO THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FOR THE 2025 TRANSPORTATION DEVELOPMENT ACT, ARTICLE 3 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM AND TRANSIT STOP ACCESS PROGRAM

That the City Council take the following actions:

A. Adopt a Resolution approving the submittal of claims to the San Bernardino County Transportation Authority (SBCTA) for the 2025 Transportation Development Act (TDA) Article 3 Bicycle and Pedestrian Facilities Program Funds in the amount of $746,738 for the Downtown Euclid Avenue Corridor Project, and the Transit Stop Access Program Funds in the amount of $82,335 for the Bus Stop Improvements Project; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING SUBMITTAL OF CLAIMS TO THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FOR TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 FUNDS FOR THE DOWNTOWN EUCLID AVENUE CORRIDOR PROJECT AND BUS STOP IMPROVEMENT PROJECT.

ATTACHMENT: CC_5_TDA_Art_3_Claim_RESO_RM.docx
ATTACHMENT: Art3_Ontario_FY25_BikePed_Euclid_Claim.pdf
ATTACHMENT: Art3_Ontario_FY25_Transit_8_Bus_Stop_Improvements_Claim.pdf

9. A RESOLUTION APPROVING THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY MEASURE I 3.0 PLAN

That the City Council adopt a Resolution approving the San Bernardino County Transportation Authority Measure I 3.0 Expenditure Plan.

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE EXPENDITURE PLAN FOR THE EXPENDITURE OF REVENUES IN SAN BERNARDINO COUNTY EXPECTED TO BE DERIVED FROM THE PROPOSED CONTINUATION OF MEASURE I.

ATTACHMENT: Measure_I_3.0_RESO_RM.docx
ATTACHMENT: Measure I 3.0 Expenditure Plan.pdf

10. A CONSTRUCTION CONTRACT WITH PACIFIC HYDROTECH, CO., FOR THE DESIGN-BUILD ON-SITE SODIUM HYPOCHLORITE GENERATION (OSG) - PHASE I IMPROVEMENT PROJECT AND AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH AKM CONSULTING ENGINEERS, INC., FOR ON-CALL PROJECT MANAGEMENT SERVICES

That the City Council take the following action:

A. Approve the plans and specifications and award a Construction Contract with Pacific Hydrotech, Co., of Perris, California, for the Design-Build On-site Sodium Hypochlorite Generation (OSG) - Phase I Improvement Project in the amount of $7,746,900 plus a 15% contingency of $1,162,035, for a total not-to-exceed amount of $8,908,935 and a term of 28 months after issuance of notice to proceed, and authorize the City Manager, or designee, to execute all documents required for the completion of the project including, but not limited to agreements, assessments, easements, lot line adjustments, reduction of retention accounts, contracts and contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction related activities to the project.
B. Approve and authorize the City Manager, or designee, to execute Amendment No. 2 to the Professional Services Agreement for On-Call Project Management Services with AKM Consulting Engineers, Inc., of Irvine, California, for construction management, and inspection services for the Design-Build On-site Sodium Hypochlorite Generation (OSG) - Phase I Improvement Project, in the amount of $1,116,752 and extend the term of the Agreement from June 4, 2024 to June 4, 2029.

ATTACHMENT: Exhibit A.pdf
ATTACHMENT: 20260407 AKM PSA Amendment No. 2 01.pdf
ATTACHMENT: 20260407 Pacific Hydrotech Construction Contract 02.pdf

11. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH ARDURRA GROUP, INC., FOR THE WESTERN TRUNK SEWER PROJECT

That the City Council authorize the City Manager, or his designee, to execute Amendment No. 4 to the Design Services Agreement with Ardurra Group, Inc., (Ardurra) of Newport Beach, California, to provide on-call design services for the Western Trunk Sewer Project in the amount of $2,066,021 for a new total revised not-to-exceed amount of $5,112,075 and a term from June 4, 2024 to June 4, 2029.

ATTACHMENT: EXHIBIT A.pdf
ATTACHMENT: 20260407 Ardurra DSA Amendment No. 4 01 AGMT.pdf

12. A RESOLUTION AUTHORIZING MEMBERSHIP IN THE SAN BERNARDINO REGIONAL HOUSING TRUST

That the City Council take the following actions:

A. Approve the admission of the City of Ontario to the San Bernardino Regional Housing Trust; and
B. Adopt a Resolution to join the Joint Powers Authority Agreement.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING, AUTHORIZING, AND DIRECTING CITY EXECUTION OF THE JOINT EXERCISE OF POWERS AGREEMENT RELATING TO MEMBERSHIP IN THE SAN BERNARDINO REGIONAL HOUSING TRUST.

ATTACHMENT: SBTHT JPA Agreement
ATTACHMENT: SBRHT_JPA_Adoption_-_BBK_Reviewed_Reso_RM.docx

13. APPROVAL OF THE CENTERPARK SPECIFIC PLAN (FILE NO. PSP24-002)

That the City Council adopt an Ordinance approving the CenterPark Specific Plan (File No. PSP24-002), appended to the attached Ordinance as "Attachment A", pursuant to the facts and reasons contained in the staff report and subject to the conditions of approval appended to the attached Ordinance as "Attachment B".

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING, PURSUANT TO THE CERTIFIED FOCUSED ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2025060731) FOR THE CENTERPARK SPECIFIC PLAN, THE CENTERPARK SPECIFIC PLAN (FILE NO. PSP24-002), TO ESTABLISH THE LAND USE DISTRICTS, DEVELOPMENT STANDARDS, DESIGN GUIDELINES, AND INFRASTRUCTURE IMPROVEMENTS FOR THE POTENTIAL DEVELOPMENT OF UP TO 4,293 RESIDENTIAL DWELLING UNITS, 115,809 SQUARE FEET OF RETAIL USES, 135,110 SQUARE FEET OF OFFICE USES, AND 68 ACRES OF OPEN SPACE (PARKLAND/NON-RECREATIONAL USES) ON APPROXIMATELY 258 ACRES OF LAND AND MAKING FINDINGS IN SUPPORT THEREOF – APNS: 1053-301-01, -02, 1053-311-01, -02, 1053-321-01, -02, -03, 1053-331-01, -02, -03, -04, 1053-341-01, -02; 1053-351-01, -02, 1053-361-01, -02, -03, 1053-371-01, -02, 0216-311-01, -02, -09, 0216-321-03, -08, 0216-322-03, -04, -10.

ATTACHMENT: File No. PSP24-002 CC_07 CenterPark Specific Plan.pdf
ATTACHMENT: File No. PSP24-002 CC_08 SP COA.pdf
ATTACHMENT: File_No._PSP24-002_CC_10_SP_Ord_RM.docx

14. A REIMBURSEMENT AGREEMENT FOR CERTAIN IMPROVEMENTS BETWEEN THE CITY OF ONTARIO AND ADEPT DEVELOPMENT LLC

That the City Council adopt a Resolution authorizing the City Manager or Designee to Negotiate a Reimbursement Agreement ("Agreement") between the City of Ontario ("City") and Adept Development, Inc. ("Developer"), and authorize the City Manager to execute the Agreement and all other documents required for implementation of the Agreement.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND OTC LOT A OWNER, LLC, FOR COSTS ASSOCIATED WITH THE CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS.

ATTACHMENT: Adept Electrification_Reimbursement_RESO_RM
ATTACHMENT: Electrical Infrastructure REIMBURSEMENT AGREEMENT-c1.docx
ATTACHMENT: Attachment A - Adept x Ontario - Electrical Infrastructure Cost Allocation Package.pdf

PUBLIC HEARINGS

Pursuant to Government Code Section 65009, if you challenge the City's zoning, planning or any other decision in court, 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 Council at, or prior to the public hearing. Affidavits of posting compliance, for all items below, are on file with the Records Management Department.

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15. A PUBLIC HEARING TO CONSIDER AN ORDINANCE AMENDING CHAPTER 8B OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE RELATED TO WATER SERVICE FEES

That City Council introduce and waive further reading of an Ordinance amending Chapter 8B of Title 6 of the Ontario Municipal Code related to water service fees.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING SECTION 6-8.51 OF CHAPTER 8B OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE PERTAINING TO WATER SERVICE FEES AND FINDING THAT SUCH ACTION DOES NOT QUALIFY AS A PROJECT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT UNDER STATE CEQA GUIDELINES SECTION 15378 AND IS OTHERWISE EXEMPT FROM CEQA UNDER STATE CEQA GUIDELINES SECTION 15061(B)(3).

ATTACHMENT: Ordinance_Amend_Section_6-8.51_re_Water_Service_Fees_and_Charges_RM.docx

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

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16. REFINANCING PLAN FOR PROPERTY OWNED BY THE CITY OF ONTARIO LOCATED AT 9155-9381 EAST RIVERSIDE DRIVE AND APPROVAL OF RELATED LEASE FINANCING OBLIGATION

That the City Council authorize the City Manager, or his designee, to execute all documents required for the completion of the lease-leaseback financing within the authorization limits and adopt a Resolution approving:

A. The refinancing of real property owned by the City of Ontario ("City") located at 9155-9381 East Riverside Drive through the delivery of a lease financing obligation; and
B. The Lease Agreement ("Lease Agreement") between the City and the Ontario Public

Finance Authority ("Authority"); and
C. The Site Lease ("Site Lease") between the City and the Authority; and
D. All necessary action and documents required to be delivered pursuant to the Lease Agreement and/or Site Lease, including without limitation the Assignment Agreement ("Assignment Agreement").

That the Authority authorize the Executive Director or Chief Financial Officer, or their designee, to execute all documents required for the completion of the lease financing within the authorization limits and adopt a Resolution approving:

A. The refinancing of real property owned by the City located at 9155-9381 East Riverside Drive through the delivery of a lease financing obligation; and
B. The Lease Agreement between the City and the Authority; and
C. The Site Lease between the City and the Authority; and
D. The Assignment Agreement among the Authority, the City, and the Purchasing Funds.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING EXECUTION AND DELIVERY OF A SITE LEASE, A LEASE AGREEMENT, AND OTHER RELATED DOCUMENTS IN CONNECTION WITH ENTERING INTO A LEASE OBLIGATION THROUGH A LEASE FINANCING ARRANGEMENT WITH THE ONTARIO PUBLIC FINANCING AUTHORITY AND CERTAIN OTHER ACTIONS RELATING THERETO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ONTARIO PUBLIC FINANCING AUTHORITY, OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING EXECUTION AND DELIVERY OF A SITE LEASE, A LEASE AGREEMENT, AND OTHER RELATED DOCUMENTS IN CONNECTION WITH THE REFINANCING OF EXISTING OBLIGATIONS OF THE CITY AND CERTAIN FUNDS OF THE CITY PROVIDING INTERIM FINANCING, AND CERTAIN OTHER ACTIONS RELATING THERETO.

ATTACHMENT: City Resolution Project Refinance 2026 4-7-2026_RM
ATTACHMENT: Authority Resolution Project Refinance2026 4-7-2026_RM
ATTACHMENT: Lease Agreement (Project Refinance 2026) 4-7-2026.docx
ATTACHMENT: Site Lease (Project Refinance 2026) 4-7-2026.docx
ATTACHMENT: Assignment Agreement (Project Refinance 2026) 4-7-2026.docx

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

Mayor Leon
Mayor pro Tem Wapner
Council Member Bowman
Council Member Porada
Council Member Macias

ADJOURNMENT

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
April 4, 2026

ROLL CALL: Wapner _, Bowman _, Porada _, Macias _, Mayor / Chairman Leon _.

STAFF: City Manager / Executive Director __, City Attorney __

In attendance: Wapner _, Bowman _, Porada _, Macias _, Mayor / Chairman Leon _.

- GC 54956.9(d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION:
  Anthony Robert Phoenix v. Toyota Arena, LLC et al CACD Case No. 8:23-cv-02403

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

In attendance: Wapner _, Bowman _, Porada _, Macias _, Mayor / Chairman Leon _.

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APN's: 1049-161-01, 1049-161-24, 1049-161-25, 1049-171-05, 1049-171-06, 1049-171-07; West Side of South Grove Avenue, South of East State Street, East of Cucamonga Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Ontario International Airport Authority; Under negotiation: Price and terms of payment.

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

Reported by:

_____
City Attorney / City Manager / Executive Director

ONTARIO CITY COUNCIL/
ONTARIO HOUSING AUTHORITY
MINUTES
MARCH 3, 2026
(Not Official Until Approved)

JOINT MEETINGS

The regular meetings of the Ontario City Council and Housing Authority were held on Tuesday, March 3, 2026, at Ontario City Hall, 303 E. B Street Ontario, California.

OPEN MEETING CALLED TO ORDER

Mayor Leon called the joint meetings to order at 6:05 p.m.

ROLL CALL

PRESENT:	Mayor/Chairman:	Paul S. Leon
	Council/Authority Members:	Jim W. Bowman, Debra Porada, and Daisy Macias
ABSENT:	Mayor pro Tem/Vice Chair:	Alan D. Wapner

Also present were City Manager / Executive Director Scott Ochoa, City Attorney/Legal Counsel Ruben Duran, and City Clerk / Secretary Sheila Mautz.

INFORMATION RELATIVE TO POSSIBLE CONFLICTS OF INTEREST

There were no conflicts of interest reported.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Ontario Police Department Honor Guard.

INVOCATION

Invocation was led by Ontario Police Chaplain, Mark Ortiz.

SPECIAL CEREMONY

Ontario Police Chief Oath of Office

The City Council recognized incoming Police Chief Rudy Lopez.

Public Comments:
Ulysses Nera recognized Chief Lopez on behalf of Assemblymember Robert Garcia's office.
Roxanna Gracia recognized Chief Lopez on behalf of Assemblymember Michelle Rodriguez's office.

District Attorney Jason Anderson congratulated Chief Lopez on his appointment.
Senator Susan Rubio congratulated Chief Lopez on his appointment via video.
Kizzee congratulated Chief Lopez on his appointment.

The City Council congratulated Chief Lopez and Keith Volm administered the Oath of Office. Chief Lopez offered words of appreciation.

Mayor Leon called a recess at 6:36 p.m. and reconvened at 6:55 p.m.

PUBLIC COMMENT

Assistant City Clerk Isbell announced a written communication:
Karina Wilhoit, regarding Jay Littleton Ballpark.

Mayor Leon called upon the speakers:
Donna Littleton Phares, spoke regarding Jay Littleton Ballpark.
Tommy Mushegain, spoke regarding various topics.
Kizzee, spoke regarding Grove Plaza community improvement concerns and Jay Littleton Ballpark.
Karen Haughey, announced upcoming events on behalf of San Bernardino County Supervisor Curt Hagman's office.
Dale Roberts, spoke regarding traffic safety concerns.
Gary Littleton, spoke regarding Jay Littleton Ballpark.
Charlene Hardman, spoke regarding Grove Plaza safety concerns.
Marty McBride, spoke regarding Jay Littleton Ballpark.

AGENDA REVIEW/ANNOUNCEMENTS

City Manager Ochoa had no announcements.

CONSENT CALENDAR

MOTION: Moved by Council Member Porada, seconded by Council Member Macias and carried by a unanimous vote of 4-0, with Mayor pro Tem Wapner absent, to approve the Consent Calendar as presented.

1. APPROVAL OF MINUTES

Approved minutes for the regular meetings of the City Council and Housing Authority of January 20, 2026 and February 3, 2026, approving same as on file in the Records Management Department.

2. BILLS & PAYROLL

Approved Bills January 25, 2026 through February 5, 2026, in the amount of $41,134,116.46 and Payroll January 11, 2026, through January 24, 2026, in the amount of $6,204,566.84.

3. A RESOLUTION TO EXECUTE A QUITCLAIM DEED FOR HARTFORD STREET AND APPROVE FINAL PARCEL MAP NOS. 20274 AND 20278, LOCATED NEAR THE NORTHWEST CORNER OF MILLIKEN AVENUE AND RIVERSIDE AVENUE

The City Council adopted a Resolution to authorize the City Manager, or his designee, to execute a Quitclaim Deed to Ontario Riverside Drive Industrial, LLC, for fee title ownership transfer of Hartford Street and approve Final Parcel Map No. 20274 and approve Final Parcel Map No. 20278, located near the northwest corner of Milliken Avenue and Riverside Avenue.

RESOLUTION NO. 2026-015 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A QUITCLAIM DEED TO ONTARIO RIVERSIDE DRIVE INDUSTRIAL, LLC, FOR FEE TITLE OWNERSHIP OF HARTFORD STREET AND APPROVING FINAL PARCEL MAP NO. 20274 AND FINAL PARCEL MAP NO. 20278, LOCATED NEAR THE NORTHWEST CORNER OF MILLIKEN AVENUE AND RIVERSIDE AVENUE.

4. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TRANSTECH ENGINEERS, INC., FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES FOR THE ONTARIO ARENA PLAZA PROJECT

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute Amendment No. 7 to the Professional Services Agreement with Transtech Engineers, Inc., of Chino, California, for on-call construction management services for the Ontario Arena Plaza Project in the amount of $776,600 for a total not-to-exceed contract amount of $6,831,900, and extend the contract term to April 4, 2027; and
B. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but is not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

5. AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL MATERIALS TESTING AND GEOTECHNICAL ENGINEERING SERVICES

The City Council authorized the City Manager, or his designee, to execute the following five Amendments to Professional Services Agreements for On-call Geotechnical and Materials Testing Services, for a combined increase of $850,000, for a total not-to-exceed combined contract amount of $9,983,520, and to extend the Amendments for an additional two-year term:

A. Amendment No. 11 with Kleinfelder, Inc., of Ontario, California, in the amount of $300,000 for a total not-to-exceed contract amount of $3,207,138; and

B. Amendment No. 2 with Ninyo & Moore Geotechnical & Environmental Sciences Consultants, Inc., of Irvine, California, in the amount of $150,000 for a total not-to-exceed contract amount of $441,136; and
C. Amendment No. 4 with RMA Group, Inc., of Rancho Cucamonga, California, in the amount of $150,000 for a total not-to-exceed contract amount of $5,536,245; and
D. Amendment No. 2 with Smith-Emery Laboratories, Inc., of Anaheim, California, in the amount of $100,000 for a total not-to-exceed contract amount of $460,165; and
E. Amendment No. 2 with Twining, Inc., of Riverside, California, in the amount of $150,000 for a total not-to-exceed contract amount of $338,836.

6. AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH 10-8 RETROFIT, INC., FOR FLEET VEHICLE OUTFITTING

The City Council authorized the City Manager, or his designee, to execute Amendment No. 1 to the Goods and Services Agreement with 10-8 Retrofit, Inc., of Ontario, California, for the outfitting of fleet vehicles in the amount of $1,000,000, for a total not-to-exceed contract amount of $2,500,000 and extending the term to April 30, 2028.

7. THE 2025 GENERAL PLAN ANNUAL PROGRESS REPORT AND 2025 HOUSING ELEMENT ANNUAL PROGRESS REPORT, FILE NO PADV26-001

The City Council adopted a Resolution authorizing Staff to transmit the 2025 General Plan Annual Progress Report, including the 2025 Housing Element Annual Progress Report, to the California Department of Housing and Community Development and the Governor's Office of Land Use and Climate Innovation.

RESOLUTION NO. 2026-016 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE 2025 GENERAL PLAN ANNUAL PROGRESS REPORT (FILE NO. PADV26-001), WHICH INCLUDES THE HOUSING ELEMENT ANNUAL PROGRESS REPORT, AND AUTHORIZING STAFF TO SUBMIT THE REPORTS TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND GOVERNOR'S OFFICE OF LAND USE AND CLIMATE INNOVATION.

8. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH RJM DESIGN GROUP INC., FOR ON-CALL LANDSCAPE ARCHITECTURAL SERVICES FOR THE ONTARIO SPORTS EMPIRE PROJECT

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute Amendment No. 4 to the Design Services Agreement with RJM Design Group Inc., of San Juan Capistrano, California, for on-call landscape architectural services for the

Ontario Sports Empire Project in the amount of $619,546 for a total not-to-exceed contract amount of $3,647,250; and

B. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, contracts, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

9. A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH OPTIMA RPM, INC., FOR THE ONTARIO WELLNESS CAMPUS PROJECT

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute Change Order No. 5 to the Construction Contract with Optima RPM, Inc., of Irvine, California, for additional scope and services for the Ontario Wellness Campus Project in the amount of $158,922 for a total not-to-exceed contract amount of $5,609,648; and

B. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

10. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SWA GROUP, INC., FOR ARCHITECT AND DESIGN SERVICES FOR THE GRAND PARK PROJECT

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute Amendment No. 4 to the Professional Services Agreement with SWA Group, Inc., of Laguna Beach, California, for additional architect and design services for the Grand Park Project in the amount of $102,000 for a total not-to-exceed contract amount of $6,702,996; and

B. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but is not limited to agreements, assessments, easements, reduction of retention accounts, contracts amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction related activities.

11. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH COMMUNITY WORKS DESIGN GROUP INC., FOR ON-CALL LANDSCAPE AND ARCHITECTURAL SERVICES FOR THE ONTARIO TOWN SQUARE GREEN ROOM AND RESTROOM IMPROVEMENTS PROJECT

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute Amendment No. 1 to the Design Services Agreement with Community Works Design Group, Inc., of Riverside, California, to provide on-call landscape architectural services for the Ontario Town Square Green Room and Restroom Improvements Project in the amount of $32,175 for a total not-to-exceed contract amount of $332,175; and
B. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

12. SOLE SOURCE PURCHASE OF POLICE DEPARTMENT FRONTLINE EQUIPMENT

The City Council authorized City Manager, or his designee, to execute all documents necessary for a sole source purchase of training and duty equipment for frontline personnel in the amount of $265,015 from San Diego Police Equipment Co., Inc., of San Diego, California.

13. A MASTER SUBSCRIPTION AGREEMENT FOR EMPLOYEE INTRANET SERVICES RELATED TO COMMUNICATION AND EMPLOYEE ENGAGEMENT

The City Council authorized the City Manager, or his designee, to execute a Master Subscription Agreement with Workvivo Ltd. of City Quarter, Lapps Quay, Cork, Ireland, for employee intranet services for a total not-to-exceed amount of $502,810.

14. A PROFESSIONAL SERVICES AGREEMENTS WITH BOTH PSYCHOLOGICAL CONSULTING ASSOCIATES, INC., AND THE COUNSELING TEAM INTERNATIONAL FOR PUBLIC SAFETY PERSONNEL SUPPORT SERVICES, COUNSELING, CRITICAL INCIDENT INTERVENTION, AND PRE-EMPLOYMENT PSYCHOLOGICAL TESTING

The City Council authorized the City Manager, or his designee, to execute a three-year Professional Services Agreement each with two companies for public safety personnel support services, counseling, pre-employment psychological testing, and critical incident stress management services. In no event shall the proposed agreements with the two companies collectively exceed the amount of $927,270 over a three-year period. The City may choose to extend each agreement for up to two additional one-year terms in the total amount of $665,471. The total not-to-exceed contract amount for these agreements shall be $1,592,741.

15. THE DOWNTOWN ONTARIO IMPROVEMENT ASSOCIATION ANNUAL REPORT FOR FISCAL YEAR 2025-2026

The City Council received and filed the Downtown Ontario Improvement Association report for Fiscal Year 2025-26.

16. A DEVELOPMENT CODE AMENDMENT, FILE NO. PDCA26-001, REVISING AND CLARIFYING CERTAIN PROVISIONS OF THE CITY OF ONTARIO DEVELOPMENT CODE

The City Council adopted an Ordinance approving File No. PDCA26-001, a Development Code Amendment revising and clarifying certain provisions of Chapter 5.0 (Zoning and Land Use) of the City of Ontario Development Code. Introduction and first reading took place at the regular meeting of February 17, 2026.

ORDINANCE NO. 3328 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDCA26-001, A DEVELOPMENT CODE AMENDMENT REVISING AND CLARIFYING CERTAIN PROVISIONS OF CHAPTER 5.0 (ZONING AND LAND USE) OF THE CITY OF ONTARIO DEVELOPMENT CODE, AND MAKING FINDINGS IN SUPPORT THEREOF.

17. AN ADMINISTRATIVE SERVICES AGREEMENT WITH THE ANIMAL RESOURCE CENTER OF THE INLAND EMPIRE FOR ADMINISTRATIVE SUPPORT SERVICES

The City Council authorized the City Manager, or designee, to execute an Administrative Services Agreement with the Animal Resource Center of the Inland Empire (ARC), of Ontario, California, for administrative support services provided by the City of Ontario for a total not-to-exceed amount of $400,000 over a two-year term.

PUBLIC HEARINGS

18. INTRODUCTION OF AN ORDINANCE ADDING CHAPTER 34 (FLAVORED TOBACCO; NITROUS OXIDE) TO TITLE 5 (PUBLIC WELFARE, MORALS AND CONDUCT) OF THE ONTARIO MUNICIPAL CODE, PROHIBITING THE SALE OF FLAVORED TOBACCO AND NITROUS OXIDE WITHIN THE CITY

The City Council introduced and waived further reading of an Ordinance prohibiting the sale of flavored tobacco, oil burners, nitrous oxide, and certain kratom products within the City.

ORDINANCE NO. 3329 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADDING CHAPTER 34 (FLAVORED TOBACCO; NITROUS OXIDE) TO TITLE 5 (PUBLIC WELFARE, MORALS AND CONDUCT) OF THE ONTARIO MUNICIPAL CODE, PROHIBITING THE SALE OF FLAVORED TOBACCO, NITROUS OXIDE, AND KRATOM PRODUCTS WITHIN THE CITY, AND FINDING THE ORDINANCE TO BE EXEMPT FROM CEQA.

City Clerk Mautz announced three written communications in favor from Liam Reagan, Venus Lynn, and Stephen McIntosh.

Mayor Leon opened the public hearing and inquired whether persons were present who wished to speak to the item. Hearing no one, Mayor Leon closed the public hearing and opened the item for Council discussion. Council Member Porada asked for clarification, Police Captain Josh Ritchey provided background information.

MOTION: Moved by Council Member Macias, seconded by Council Member Porada and carried by a unanimous vote of 4-0, with Mayor pro Tem Wapner absent, to introduce Ordinance No. 3329.

STAFF MATTERS

City Manager Ochoa had no updates.

COUNCIL MATTERS

Council Member Porada spoke about the Museum of History and Art and announced upcoming events in the City.

Council Member Macias made no comments.

Council Member Bowman spoke about Jay Littleton Ballpark.

Mayor Leon spoke about Jay Littleton Ballpark and announced upcoming events in the City.

ADJOURNMENT

Mayor Leon adjourned the meetings of the Joint Agencies at 7:40 p.m.

Respectfully submitted,

_____
SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR/CHAIRMAN

CITY OF ONTARIO *Agenda Report* **April 7, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Angela Truong Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Khoi Do, Bonnie Tam, Jacqueline Leon Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 3

SUBJECT: **AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH FEHR & PEERS FOR ON-CALL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING DESIGN SERVICES**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute Amendment No. 1 to the Design Services Agreement with Fehr & Peers, of Irvine, California, to provide On-Call Transportation Planning and Traffic Engineering Design Services for phase two of the Ontario Community Circulator Transit Planning Study Project in the amount of $64,243 plus a 10% contingency of $6,424 for a total not-to-exceed contract amount of $670,635.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The recommended Amendment No. 1 to the Design Services Agreement with Fehr & Peers, is in the amount of $64,243 plus a 10% contingency of $6,424 for a total not-to-exceed contract amount of $670,635. The current Fiscal Year 2025-26 Adopted Budget includes appropriations in the Road Maintenance and Rehabilitation Account (SB1) for phase two of the Ontario Community Circulator Transit Planning Study Project.

BACKGROUND & ANALYSIS: On April 2, 2024, the City Council approved Design Services Agreements with six (6) pre-qualified Engineering firms, including Fehr & Peers, for Invitation No. 1734 Professional Engineering On-Call Transportation Planning and Traffic Engineering Design Services for a total not-to-exceed contract amount of $600,000 over a three-year term.

Amendment No. 1 provides for phase two of the Ontario Community Circulator Transit Planning Study Project, which will evaluate the feasibility of a community circulator shuttle service. Consistent with the City's General Plan Mobility Element goals, the study will assess potential transit system enhancements to improve accessibility between existing activity centers and new

development projects. The City anticipates that existing transit demand can be better addressed through a more reliable and consistent local shuttle service with shorter headways. Future development under the General Plan including the Downtown Civic Center expansion, Ontario Convention Center expansion, Ontario Arena expansion, continued development around Ontario International Airport, and increased mixed-use, hospitality, and commercial projects is expected to further increase transit demand.

The Community Circulator is expected to enhance mobility for residents and visitors by connecting key destinations such as the Downtown Civic Center, Ontario Convention Center, Ontario Arena, Ontario International Airport, and Ontario Sports Empire Complex. The project will promote economic development by linking new projects to downtown Ontario while complementing existing Omnitrans and Metrolink services. The study will evaluate current transit facilities, identify gaps and future needs, propose routes and stops, outline funding and projected costs, and provide operational recommendations. Staff recommends approving Amendment No. 1 to enhance mobility, support economic development, and guide future transit planning.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
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PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 1 TO THE DESIGN SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF ONTARIO AND FEHR & PEERS

1. Parties and Date.

This Amendment No. 1 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and Fehr & Peers, an S Corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Design Services Agreement for On-Call Services" dated **April 2, 2024** ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to provide additional On-Call Transportation Planning and Traffic Engineering Design Services for the Ontario Community Circulator Transit Planning Study for a revised cumulative contract total not-to-exceed amount of **Six Hundred Sixty-Four Thousand, Two Hundred Eleven Dollars ($664,211)**.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3.8 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.10.1 of the Agreement is hereby amended in its entirety to read as follows:

> "3.10.1 Consultant's Compensation for Basic Services. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task

Order. The total compensation for all Task Orders issued hereunder shall not exceed **Six Hundred Sixty-Four Thousand, Two Hundred Eleven Dollars ($664,211)** without written approval of the City Council or City Manager, as applicable. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement."

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

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

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

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO THE DESIGN SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF ONTARIO AND FEHR & PEERS

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

FEHR & PEERS

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT B

FEHR PEERS

Ontario Community Circulator Transit Planning Study

On-Call Transportation Planning and Traffic Engineering Design Services

Phased Scope (Phase 1 and Phase 2) – Ontario Ranch Trolley; Updated Phase 2 (outreach support)

January 22, 2026 | OC24-P2585

PREPARED FOR:

City of Ontario

303 East “B” Street

Ontario, CA 91764

September 15, 2025

Jay Bautista, P.E., T.E.
Traffic/Transportation Manager
City of Ontario
303 East B Street
Ontario, CA 91764

Subject: Proposal for the Ontario Community Circulator Transit Planning Study | OC24-P2585

Dear Jay:

We are excited for this opportunity to prepare a forward-thinking, community-focused evaluation of a circulator shuttle bus service in the City of Ontario (i.e. a trolley type service in the Ontario Ranch area). Fehr & Peers has recently served as a trusted advisor to the City on multiple successful projects and hopes to leverage our local knowledge and transit best practices on this new effort. We will partner with the City, its stakeholders, and the community with the ultimate goal of bolstering connectivity in Ontario.

Project Understanding

Ontario's Community Circulator Transit Planning Study (Study) represents an important opportunity to reimagine how people travel within the City. Over the years, Ontario has made transformative investments in development efforts with a focus on enhancing economic vitality and ensuring high quality amenities and provisions are available for residents and visitors alike. Fehr & Peers recently led the Euclid Downtown Corridor Study and Ontario Sports Park Traffic Impact Assessment projects, both of which are a manifestation of the General Plan vision that seeks to integrate transit and future land use patterns to ensure access and connectivity among neighborhoods, centers, corridors, and districts is realized.

We understand that there is an emphasis on focused areas like the Downtown Civic Center, Convention Center, Ontario Arena, and International Airport. A transformative circulator shuttle will connect planned development areas, mixed-use, hospitality, and commercial land uses across the City, as well as existing Omnitrans and Metrolink assets – preliminarily mapped below.

Our robust history of local transit planning with cities will allow us to provide a framework for identifying and evaluating service operation strategies, organizing funding opportunities, and developing metrics that support local, state, and federal goals. Our recent similar work on the Irvine Connect and Orange Community Circulator, as well as current work for the cities of Arcadia and Burbank provide a successful framework to build on in studying the travel needs in the City of Ontario and developing actionable recommendations.

Scope of Work

Task 1: Project Management

Task 1.1 Project Kick-Off (PMT and Councilmember)

Fehr & Peers will facilitate a virtual kick-off meeting with the Project Management Team (PMT) and a kick-off meeting with Councilmember representatives. The meetings will work to refine the goals and objectives of the Study, proposed schedule and scope of work presented herein and develop more detailed milestones, interrelated tasks, concurrent tasks, and sequential work pieces. We will use the project kick-off to discuss the City's vision for the Study, including its goals and objectives – but most importantly to define the geographical area of focus, the type of service (i.e. trolley type service), and the connection ideation (i.e. between downtown and the Ontario Ranch). Additionally, the project schedule will be presented, reviewed, and refined – ultimately, we will prepare a work plan following the kick off meetings that reflects the City's intent for the Project.

Task 1.2 Project Coordination

Coordination with City staff and the project team will continue throughout the duration of the Study. Fehr & Peers will facilitate virtual monthly status update meetings to discuss the progress with each task. These calls can increase in frequency or be spaced as appropriate for this phase of the project. Fehr & Peers will provide agendas, meeting minutes, and project schedule updates. Monthly progress reports and invoice packages will be prepared by Fehr & Peers and submitted via the approved City methods.

TASK 1 DELIVERABLES

- Project Kick-off Meeting; Agenda and Minutes and work plan
- Draft and Final Project Schedule
- Attendance at monthly PMT meetings (up to one year)
- Monthly Progress Reports and Invoice Packages

Task 2: Community Engagement

Fehr & Peers customizes community engagement to fit the local context. The team will create a specific engagement and outreach strategy to involve diverse audiences, beginning with initial stakeholder outreach. This initial outreach is an essential part of the project's public engagement strategy. Early engagement helps build community participation and trust, informing the remainder of the project cycle.

Task 2.1 Stakeholder Engagement and Omnitrans Coordination

Fehr & Peers will coordinate and facilitate one meeting with stakeholders (business owners, employment centers) and community members as project partners in the development of goals, objectives, and a vision responsive to community needs. The team will work with the City to identify stakeholders who can include

representation from City departments, and regional stakeholders (I.e. Omnitrans, Ontario Police Department, Ontario-Montclair School District, Chaffey Joint Union High School District, the Greater Ontario Convention & Visitors Bureau (GOCAL), and Downtown Ontario Improvement Association (DOIA)). A final list will be determined relative to the intent of the Project, as defined in the kick-off meetings.

The team will then work with the City to identify members of the general public, especially community members/organizations that have historically been under-represented in planning processes and those who represent underserved communities. The working group participant list should typically comprise between eight and twelve individuals to ensure productive and representative conversations.

The working session will employ the use of visuals, maps, graphics, and aids to help the team facilitate conversations that are fruitful and informative. Meeting content will include a project overview, an explanation of transit service design choices and discussion of the trade-offs involved, community goal setting, and a discussion of current transit conditions and needs. Meeting materials will be accessible to all stakeholders involved, including those less familiar with transit service planning topics, with a clear and simple visual communication style.

While select Omnitrans representatives are assumed to be involved in the stakeholder Working Group, Fehr & Peers may host an additional coordination meeting with Omnitrans to engage additional staff and inform them of the scope of the study, the outcome of prior stakeholder and community engagement, and the draft service alternatives as they connect with existing Omnitrans transit programs (as needed, and/or with other relevant stakeholders as defined in Phase 1). We may host a discussion seeking initial feedback from Omnitrans staff, allowing time in the project schedule for their consolidated written comments to be submitted prior to the completion of the draft feasibility study.

Task 2.2 Website Updates and Online Survey

Early in the project, we will prepare the Social Pinpoint platform, which provides information to the public about the study and can be updated throughout the process. This platform will also host online surveys and an interactive mapping tool where participants can identify specific locations they are interested in using transit. In collaboration with the City, Fehr & Peers will support the development of simple content to post on a website hosted by the City with a project description and schedule. The Social Pinpoint and survey link will be embedded within or linked out from the City website. These materials will be prepared prior to the pop-up events, and the City can advertise the survey and Social Pinpoint through a variety of channels such as through stakeholders from Task 2.1, social media, and existing bus stops. Fehr & Peers will process results.

Task 2.3 Outreach Events

Fehr & Peers will develop and execute an pop-up strategy that will resonate with community members and will help facilitate feedback and input (i.e attend existing events like the City of Ontario summer concerts in the park series).

A second phase of engagement follows the initial development of service concepts in Task 4 (Phase 2). This additional outreach is our opportunity to present the concepts to the community for input and refinement. Fehr

& Peers assumes attendance at the summer concerts in the park series supported by the City. We anticipate two pop-up at existing events with an audience. These pop-ups will involve dialoguing around the concepts and explaining in clear and simple terms how the concept was developed and what it attempts to address from the community needs assessment. To maximize opportunities for input, we will also post a survey on the Social Pinpoint website showing the concept on a map and allowing users to comment directly.

Fehr & Peers will prepare brief supporting materials for the pop-up events (maps and survey cards), and will seek to utilize collateral material from other tasks for efficiency.

If additional consultant team involvement with community engagement is desired, additional meetings (in-person or phone conference) can be incorporated into the scope on a time-and-materials basis.

TASK 2 DELIVERABLES

- Stakeholder list
- Stakeholder meeting agenda, minutes, and meeting materials
- Omnitrans coordination meeting
- Website updates
- Social Pinpoint and Survey
- Outreach Events (two total)
- Supporting outreach materials
- Survey results and community feedback

Task 3: Existing Programs and Needs Assessment

Task 3.1 Existing Programs and Service

Fehr & Peers will complete a literature review of the relevant plans, policies, regulations, and best practices related to public transportation and local circulation that are applicable to the City of Ontario – these will be refined through the kick-off meeting where geographical focus areas, service types, and connection intent is defined. We anticipate this will focus on California state transportation funding programs and transit services; our focus will be whatever is most relevant to the intent of the Project.

One of the key elements for developing relevant transit service recommendations is a comprehensive review of the existing transit services currently operating in Ontario. This information will also be useful for the public and stakeholders to develop a shared understanding of what is currently working well and areas where services can be improved. It will be important to look at transit service ridership trends after the pandemic to understand changes in travel demand and trip purpose. We will prepare the summary of existing transit service in Ontario, including available ridership data. The existing summary can include a review of the following transportation services, but a final list will be vetted prior to beginning:

- Omnitrans – Our team will analyze the existing bus routes in the City. This will include mapping the service frequencies, ridership, and productivity to make the existing service easy to understand for the

public and stakeholders. We will also document changes to the bus service in Ontario over the past five years.

- ONT Connector – Our team will request data from SBCTA on forecasted routes, stops, and usage to and from the Ontario International Airport and the nearby Metrolink station in Rancho and tangential within Ontario. This planned development slated to be constructed by 2026 will be an important connection node within the greater Ontario Community Circulator route connections.
- Brightline West High Speed Rail (HSR) – Fehr & Peers will summarize regionally significant route impacts and connections with the planned HSR in Rancho Cucamonga based on publicly-available information.
- Metrolink – A review will be completed of the existing commuter and inter-city rail services in operation, and Ontario station. This will include frequency, destinations, and ridership if available, as well as the regional significance to adjacent stations and planned HSR and ONT Connectors links.
- GOAT Mobility Plan – Fehr & Peers will review the recently completed Mobility Action Plan prepared by GOAT to determine how to best integrate proposed microtransit service in the airport/convention center area with the circulator. We will also prepare a matrix documenting overlapping service characteristics and discuss GOAT funding and long-term service implementation.

Task 3.2 Environmental Issues

Fehr & Peers will complete a review of the relevant environmental issues related to public transit applicable to Ontario. This will include state and local public health and climate policies and goals, as well as any laws and regulations that would require compliance.

Task 3.3 Needs Assessment

Fehr & Peers has been an industry leader in applying big data analytics to travel market analyses, in part because we tailor our approach to each project. We begin by asking questions – in this case, where are the key centers of activity in Ontario and how do they overlap with the intent of the Project (such as the Downtown Civic Center, Convention Center, Ontario Arena, Ontario International Airport, commercial cores, and several others), and where are travelers to these centers coming from that could be served by improved public transportation offerings? Are those centers creating travel demand at certain times of the day, or throughout the day? What communities in Ontario are underserved or disadvantaged and how are they affected by auto-oriented travel patterns? Are there diverse populations or minority groups that are underrepresented in some data sets that require additional insights to address equity and inclusion? We will collaborate with the City and key stakeholders to identify key questions for analysis and agree on the purpose, parameters, and expected outcomes of an origin/destination data analysis relative to the defined focus of the Project (Task 1.1).

Following the development of the guiding questions, our process continues with a thorough geospatial and tabular analysis of community demographics to identify disadvantaged communities, people of color, people living with mobility challenges (including older adults or people with disabilities), people experiencing homelessness, and low-income residents and workers. With the guiding questions and objectives, we identify areas of focus where needs and opportunities may align.

In coordination with the City, Fehr & Peers will conduct a travel analysis using location-based data, which are sources from a large anonymous sample of actual trips taken over time to understand origin/destinations. These data are aggregated up to "zones," such as Census tracts, to help group travel into common places of origin or destination. Fehr & Peers will design the big data travel analysis based on the key questions developed with the project team and stakeholders and coordination with City staff. We will use Replica to develop a travel pattern analysis to understand time-of-day flows and demand patterns for Spring 2024 (the most recent period available) to inform the service planning and potential stop locations in Task 4.

Task 3.4 Identify Gaps

Fehr & Peers will assess gaps in the transportation network (relative to the focus area of the Project) using community input, origin/destination data, and draft goals. Determining what constitutes a gap or opportunity involves an iterative process: it includes reviewing community input, examining existing conditions, and analyzing Replica origin-destination data to understand how mobility and access vary among residents and workers in Ontario. This process usually results in a comprehensive list that identifies specific issues such as the following:

- No service is present at all
- Service is very limited
- Access to transit service is non-existent or very poor
- Connectivity between disadvantaged communities to key destinations is missing or poor, especially in comparison to other villages or for other demographics
- Origin-destination pairs that have very high travel demand and contribute significantly to congestion or parking constraints; if transit already serves these origin-destination pairs, it may be a gap in terms of service design, frequency, utility, or public awareness

Based on the analysis, Fehr & Peers will develop strategies to address these gaps, informed by our industry experience and national best practices guidance. We will also identify opportunities to apply innovative approaches. Strategies may include creating new circulator services, considering a role for microtransit, or enhancing existing transit service, as well as identifying infrastructure and policy changes to enhance the effectiveness of transportation services provided by the City.

This effort can (depending on the intent of the focused area and service type) also focus on how to strategically handle service overlap with other transit plans in the area including the West Valley Connector BRT and the GOCAL Mobility Plan.

Task 3.5 Forecasting

Transit demand forecasting is an exercise that guides the selection of alternatives, sets expectations for outcomes, and develops performance benchmarks. For local public transit, extracting meaningful results can be challenging due to the limitations of detail in regional travel demand forecasting models such as SBTAM.

SBTAM and SCAG forecasts can serve as the foundation for future demographics analysis. Fehr & Peers has experience with both models and their applications in analyzing future demographics, land use changes, and transit modeling. In addition to demographics, Fehr & Peers will use existing ridership data, travel patterns collected in earlier tasks, and research-based elasticities to estimate future ridership demand. To enhance our confidence in forecasting new local circulator services, we periodically gather updated data from past clients or other peer communities operating similar service types in similar environments to evaluate how their ridership has grown over time and in response to service design and planning decisions. Once a working concept is developed for Ontario, Fehr & Peers would develop an updated list of peer review communities to gather recent ridership and other statistics from to help develop an estimate range for Ontario. The results of this subtask are typically available alongside Task 5 when developing an implementation plan, but the initial peer review could be conducted early in the study to help set expectations for the City about the likely outcomes.

Fehr & Peers will collaborate with the City to consider various options for forecasting. Once a methodology is selected, we will document the methodology and input data and summarize the results.

TASK 3 DELIVERABLES

Memorandum on:

- Existing programs and service
- Environmental Issues
- Needs Assessment
- Identifying Gaps

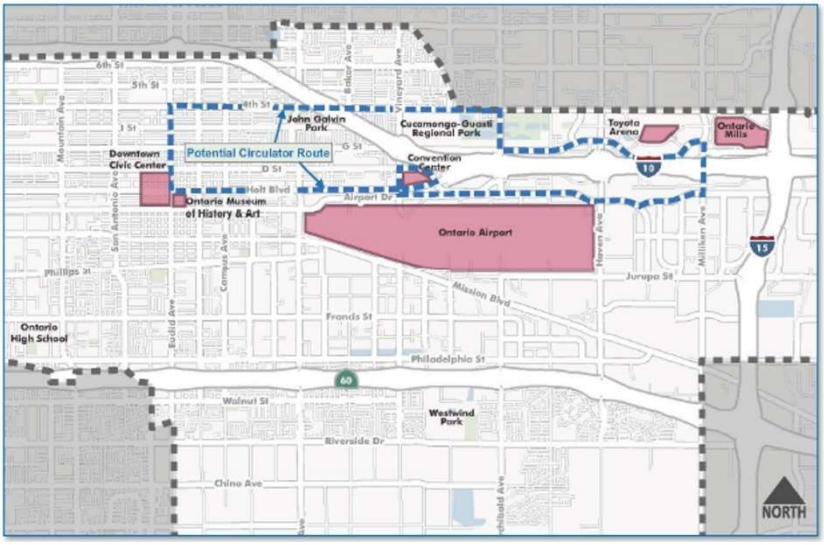
Included with Task 5 Memorandum:

- Ridership Forecasting – Peer Cities Experience and Estimates for Ontario

Task 4: Route Plan and Service/Operations Plan

Task 4.1 Route Plan

Fehr & Peers will develop initial concepts that connect the land uses and areas of the city identified as priorities from the staff and from the community and stakeholder engagement (similar to what is shown below, but as further defined in Task 1.1). The concepts will be aligned to fulfill the identified needs and service gaps in the existing network, and strive to build on, not compete with, the existing transit services. The service form could be an individual circulator route, multiple routes, or even a combination of circulator routes and microtransit, depending on the findings of Task 3 and preceding intents (Task 1.1). Next, we will optimize the concept's service efficiency to help the City make the most of its available resources. Careful attention will be given to cycle times, layover locations, and turning movements to avoid any issues during implementation. In collaboration with the City and potentially Omnitrans, we will develop recommendations that may include modifications to existing services, the introduction of new services, and improved service integration. Each proposed recommendation will include route maps and potential stop locations.



As is relevant we may assess the proposed GOCAL service that will focus on the Arena-Airport-Convention Center area, as well as connections to Rancho Cucamonga. The final route plan may incorporate proposed transit services from the GOCAL study and the potential connections between the two systems – if found to be relevant.

Task 4.2 Service/Operations Plan

Fehr & Peers will develop service delivery options tailored to the type of recommended service (i.e. trolly type service as defined in Task 1.1). For bus services, options may include contracting with Omnitrans, a private transit provider, or utilizing City employees. For microtransit or other on-demand services, public-private partnerships with taxicab operators or transportation network companies (TNCs) could be considered.

We will prepare a service and operations plan, detailing hours of operation and frequency/ headways. Based on the service type identified in Task 4.1, we will also determine the appropriate vehicle size and type. Additionally, we will identify resources necessary for ongoing operations, such as maintenance locations, servicing, and paratransit needs.

TASK 4 DELIVERABLES

- Route Plan
- Services and Operations Plan; Maintenance Program and Paratransit Plan

Task 5: Funding Opportunities and Implementation Plan

Task 5.1 Funding Opportunities

Fehr & Peers will develop estimated costs for capital purchases and ongoing operating costs for the recommended service, which will be important in developing project budgets and grant applications. Our team will also identify potential local, regional, and state funding opportunities. This will include a summary of project eligibility, funding timelines, and local match requirements for each program. One funding opportunity is CalSTA SB1 and Cap-and-Trade grant programs, which may help fund capital components of the new service.

Task 5.2 Implementation Plan

Our team will develop an implementation plan for the proposed service. This implementation plan will be developed in coordination with City staff and relevant stakeholders, i.e. Omnitrans. Fehr & Peers has been involved in the implementation of other community shuttles, including the Irvine *Connect* service, and past development of the iShuttle routes, and is currently engaged with the City of West Hollywood in the administration of its local circulator and paratransit program. The implementation plan will include a high-level timeline, a pros/cons analysis of operation scenarios (similar to what is shown to the right), and identify if any environmental documentation would be required.

Strategy	Description	Vehicle Types	Pros	Cons
In-House Operation	City manages and operates the shuttle service directly.	Electric Shuttles, Hybrid Vans	Full control over operations; aligns with city priorities.	Higher upfront costs; requires dedicated resources and expertise.
Contracted Service	City contracts a private company to operate the shuttle service.	Diesel, Electric, or Gasoline Buses/Vans	Flexibility in staffing; reduced operational burden on the city.	Less direct control over service quality; potential dependency on contractor.
Partnership with Transit Agency	City partners with a local transit agency (e.g. Omnitrans) to operate the service.	Standard Transit Buses, Paratransit Vans	Access to transit expertise and funding opportunities and Paratransit services.	Requires strong coordination; potential alignment issues with city- specific goals.
Public-Private Partnership (PPP)	City collaborates with a private entity for shared investment and operation.	Autonomous Shuttles, Electric Vehicles	Shared risks and costs; potential for innovation.	Complex contractual agreements; shared control may lead to conflicts.
Autonomous Shuttle Pilot	City tests or deploys autonomous shuttles in specific areas.	Autonomous Electric Shuttles	Innovation; potential long-term cost savings.	High initial costs; regulatory and safety challenges.

TASK 5 DELIVERABLES

- Memorandum on Funding Strategies
- Memorandum on Implementation Plan

Task 6: Final Report and Presentation of Feasibility Study

Task 6.1 Draft Report

Fehr & Peers will produce a Draft Ontario Community Shuttle Feasibility Report (or refined name determined in Task 1.1) documenting both the process and substance of the study effort. The Draft Report is intended to be a

concise document that supplies the data, analysis, and all prepared memoranda leading to the recommendations for the Ontario Community Shuttle.

Task 6.2 Final Report

Fehr & Peers will respond to one round of review and consolidated comments from the City before preparing the Final Ontario Community Shuttle Feasibility Report.

TASK 6 DELIVERABLES

- Draft Ontario Community Shuttle Feasibility Report
- Final Ontario Community Shuttle Feasibility Report – four hardcopies and PDF copy

Schedule

Proposed Project Schedule (Phased)

The Project is anticipated to Kick Off in October of 2025 and be completed by end of year 2026.

Phase	Year	2025			2026								
	Month Number	1	2	3	4	5	6	7	8	9	10	11	12
Phase 1	Task 1a: Project Management												
Phase 2	Task 1b: Project Management												
Phase 1	Task 2a: Community Engagement												
Phase 2	Task 2b: Community Engagement												
Phase 1	Task 3: Data Collection and Needs Assessment					*							
Phase 2	Task 4: Route Plan and Service/Operation Plan							*					
Phase 2	Task 5: Funding Opportunities and Implementation Plan										*		
Phase 2	Task 6: Final Documentation												*

* = Key task deliverable(s) submitted at beginning of month, 2 weeks of City review time, followed by submission of final deliverable(s) at end of month

Fehr & Peers will update schedule as part of monthly progress reports as need arises.

Staff Hours

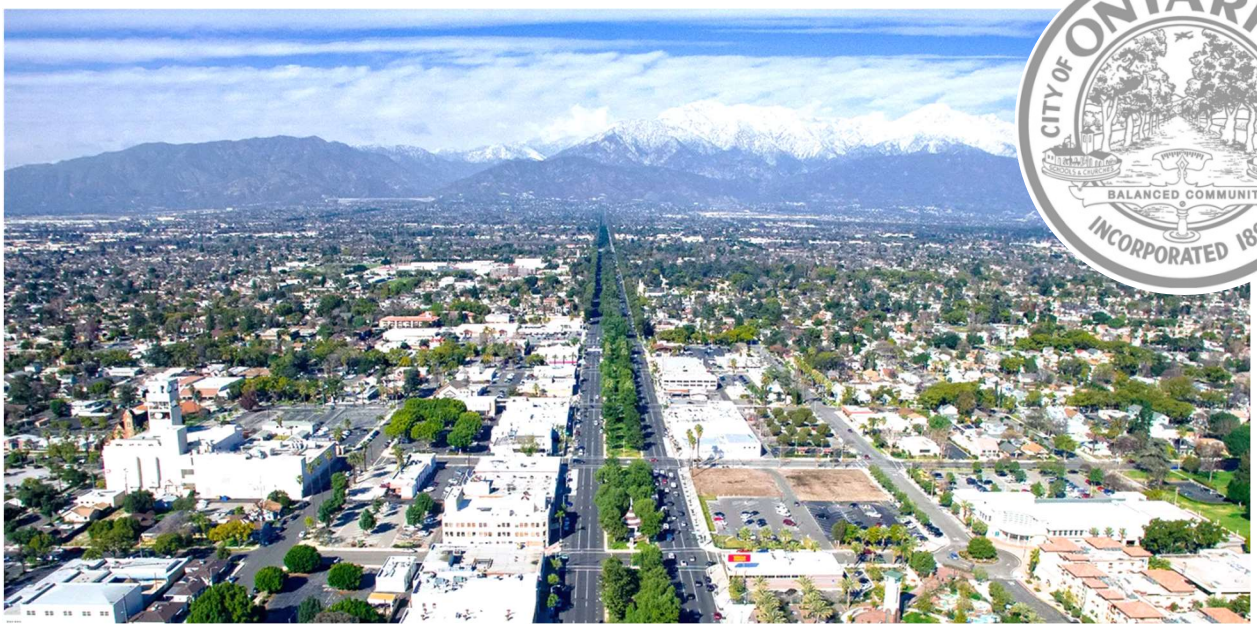
Phase 1	Fehr & Peers							Total Hours
	Project Manager	Principal-in-Charge	Deputy Project Manager	Strategic Advisor	Graphics	Transit Planner	Admin	
Task 1a - Project Management	12	1	4	4	0	0	1.5	22.5
Task 2a - Community Engagement	8	0	8	2	6	8	0	32
Task 3 - Data Collection and Needs Assessment	14	4	37	16	6	79	6	162
Task 4 - Route Plan and Service/Operations Plan	0	0	0	0	0	0	0	0
Task 5 - Funding Opportunities and Implementation Plan	0	0	0	0	0	0	0	0
Task 6 - Final Documentation	0	0	0	0	0	0	0	0

Phase 2	Fehr & Peers							Total Hours
	Project Manager	Principal-in-Charge	Deputy Project Manager	Strategic Advisor	Graphics	Transit Planner	Admin	
Task 1b - Project Management	8	1	6	2	0	0	2.5	19.5
Task 2b - Community Engagement	12	0	16	0	16	24	4	72
Task 3 - Data Collection and Needs Assessment	0	0	0	0	0	0	0	0
Task 4 - Route Plan and Service/Operations Plan	4	4	20	9	10	41	2	90
Task 5 - Funding Opportunities and Implementation Plan	4	2	18	8	0	22	2	56
Task 6 - Final Documentation	6	2	20	9	12	40	4	93

Fee Table

Phase 1 Tasks	Project Manager $220	Principal-in-Charge $390	Deputy Project Manager $190	Strategic Advisor $265	Graphics $175	Transit Planner $170	Admin $165	Labor Hours	Total
Task 1 - Project Management									
	12	1	4	4			1.5	23	$5,098
Task 2 - Community Engagement									
2.1 Stakeholder Eng. and Omnitrans Coordination	6		4	2	2			14	$2,960
2.2 Website Updates and Online Survey	2		4		4	8		18	$3,260
2.3 Outreach Events								0	$0
Task 3 - Data Collection and Needs Assessment									
3.1 Existing Programs and Service	2		4	2		18		26	$4,790
3.2 Environmental Issues	2		4	1		8		15	$2,825
3.3 Needs Assessment	4	1	12	6	3	21	2	49	$9,565
3.4 Identify Gaps	4	2	10	5	3	20	2	46	$9,140
3.5 Forecasting	2	1	7	2		12	2	26	$5,060
Task 4 - Route Plan and Service/Operations Plan									
4.1 Route Plan								0	$0
4.2 Service/Operations Plan								0	$0
Task 5 - Funding Opportunities and Implementation Plan									
5.1 Funding Opportunities								0	$0
5.2 Implementation Plan								0	$0
Task 6 - Final Documentation									
6.1 Draft Report								0	$0
6.2 Final Report								0	$0
6.3 Presentation of the Feasibility Study								0	$0
Direct Costs									
Replica Data/Social PinPoint									$3,000
Total for all Tasks	**34**	**5**	**49**	**22**	**12**	**87**	**7.5**	**217**	**$45,698**

Phase 2 Tasks	Project Manager $220	Principal -in- Charge $390	Deputy Project Manager $190	Strategic Advisor $265	Graphics $175	Transit Planner $170	Admin $165	Labor Hours	Total
Task 1 - Project Management									
	8	1	6	2			2.5	20	$4,233
Task 2 - Community Engagement									
2.1 Stakeholder Eng. and Omnitrans Coordination								0	$0
2.2 Website Updates and Online Survey								0	$0
2.3 Outreach Events	12		16		16	24	4	72	$13,220
Task 3 - Data Collection and Needs Assessment									
3.1 Existing Programs and Service								0	$0
3.2 Environmental Issues								0	$0
3.3 Needs Assessment								0	$0
3.4 Identify Gaps								0	$0
3.5 Forecasting								0	$0
Task 4 - Route Plan and Service/Operations Plan									
4.1 Route Plan	2	2	12	5	6	20		47	$9,275
4.2 Service/Operations Plan	2	2	8	4	4	21	2	43	$8,400
Task 5 - Funding Opportunities and Implementation Plan									
5.1 Funding Opportunities	2	1	8	2		10		23	$4,580
5.2 Implementation Plan	2	1	10	6		12	2	33	$6,690
Task 6 - Final Documentation									
6.1 Draft Report	4	1	12	6	8	28	2	61	$11,630
6.2 Final Report	2	1	8	3	4	12	2	32	$6,215
6.3 Presentation of the Feasibility Study								0	$0
Direct Costs									
Total for all Tasks	**34**	**9**	**80**	**28**	**38**	**127**	**14.5**	**331**	**$64,243**




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CITY OF ONTARIO *Agenda Report* **April 7, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Jose Aguilar Department: Public Works Prepared By: Tricia Maruki Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Khoi Do, Bonnie Tam, Jacqueline Leon Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 4

SUBJECT: **A CONSTRUCTION CONTRACT WITH PAVEMENT REHAB COMPANY FOR THE 2026 SPRING CDBG MAINTENANCE SLURRY SEAL AND PAVEMENT MANAGEMENT PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Construction Contract with Pavement Rehab Company, of Anaheim, California, for the 2026 Spring CDBG Maintenance Slurry Seal and Pavement Management Project in the amount of $663,000, plus a 10% contingency of $66,300 for a total not-to-exceed contract amount of $729,300; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but is not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The recommended Construction Contract with Pavement Rehab Company is in the amount of $663,000 plus a 10% contingency of $66,300 for a total not-to-exceed contract amount of $729,300. The Fiscal Year 2025-26 Adopted Budget includes appropriations in the Community Development Block Grant (CDBG), Road Maintenance and Rehabilitation Account (SB1), and Measure I Funds for the construction of the 2026 Spring CDBG Maintenance Slurry Seal and Pavement Management Project.

BACKGROUND & ANALYSIS: The 2026 Spring CDBG Maintenance Slurry Seal and Pavement Management Project general scope of work to be performed under this construction contract consists of removal and replacement of Portland Cement Concrete (PCC) sidewalk, removal and replacement of PCC curb & gutter, removal and replacement of drive approaches, curb ramps, installation of detectable warning surfaces, type II Emulsion Aggregate Slurry application, thermoplastic striping and marking removal and replacement, weed abatement application, crack sealing, asphalt concrete skin patching, and installation and adjustment of other appurtenances necessary to complete the improvements as described in the Plans and Specifications. This project will extend the lifespan of the streets by ten years and will prevent more costly future repairs. A project location map is provided for reference as Exhibit "A".

In January 2026, the City received two bids in response to Request for Bids (RFB) No. 1956. The following is a summary of the bid results:

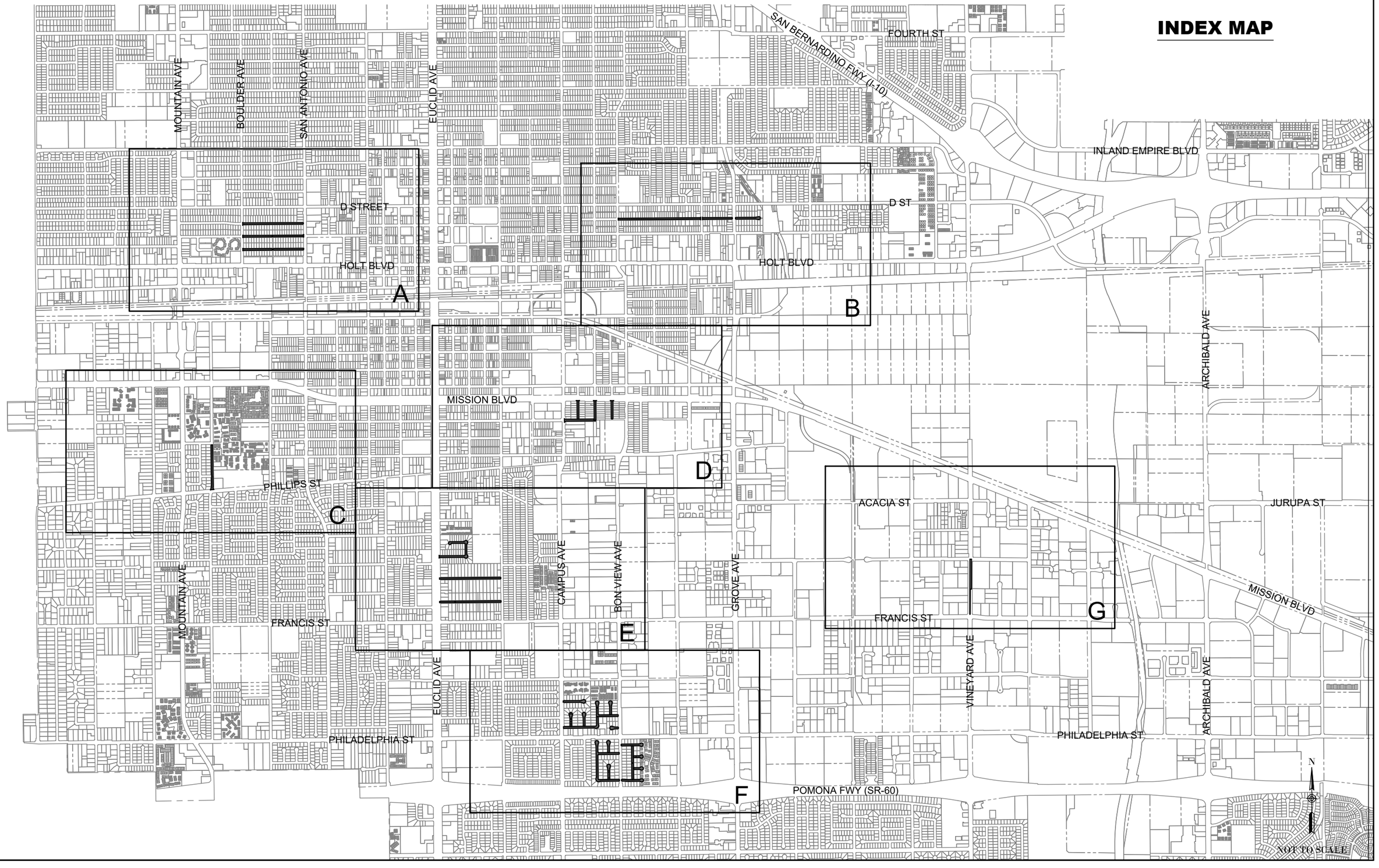
COMPANY	LOCATION	AMOUNT
Pavement Rehab Company	Anaheim, California	$663,000
All American Asphalt	Corona, California	$665,283

Pavement Rehab Company, of Anaheim, California, is the apparent low bidder that met all the required specifications with a base cost of $663,000. Based on the credentials and favorable reference checks, Staff recommends awarding a construction contract to Pavement Rehab Company for the 2026 Spring CDBG Maintenance Slurry Seal and Pavement Management Project.

ENVIRONMENTAL REVIEW: The environmental impacts of this project were reviewed and Staff determined that the Project is categorically exempt from the requirements of the California Environmental Quality Act pursuant to Section 15301 (Class 1, Existing Facilities) of the California Environmental Quality Act, whereas the project consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of lead agency's determination.

2026 SPRING CDBG MAINTENANCE SLURRY SEAL AND PAVEMENT MANAGEMENT PROJECT

INDEX MAP



CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

MAYOR
PAUL S. LEON

MAYOR PRO TEM
ALAN D. WAPNER

COUNCIL MEMBERS
DEBRA PORADA
JIM W. BOWMAN
DAISY MACIAS

CITY CLERK
SHEILA MAUTZ

CITY TREASURER
JAMES R. MILHISER

CITY MANAGER
SCOTT OCHOA

SECTION 00500
CONTRACT

THIS CONTRACT is entered as of _____, in the County of San Bernardino, State of California, by and between the City of Ontario, hereinafter called City, and **Pavement Rehab Company** hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

2026 Spring CDBG Maintenance Slurry Seal and Pavement Management Project

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **Thirty (30) Working Days** from the commencement date stated in the Notice to Proceed, herein after the Contract Time. By its signature hereunder, Contractor agrees the Contract Time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Six Hundred Sixty-Three Thousand Dollars ($663,000)**, hereinafter the Contract Price. Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. The Contractor acknowledges that the City will sustain actual damages for each and every day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, as provided in Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **$3,600** for each and every calendar day of delay in completing the Work beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event the

Liquidated Damages are not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not affect the City's rights to other damages or remedies specified in the Contract Documents or allowed by law.

Should Contractor be inexcusably delayed in the performance of the Work, City may deduct Liquidated Damages based on its estimate of when Contractor will achieve Final Completion or other milestones. City need not wait until Final Completion to withhold Liquidated Damages from Contractor.

Liquidated Damages are not a penalty but an agreed upon estimate of the actual damages that would be sustained by the City for delay, including but not limited to loss of revenue, inconvenience to the City and the public, and increased Project administration expenses, such as extra inspection, construction management, staff time and architectural and engineering expenses. Liquidated Damages do not include actual damages the City incurs on account of claims by third parties against the City on account of any delay.

Should money due or to become due to the Contractor be insufficient to cover Liquidated Damages or other offsets due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to City.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following documents, each of which is incorporated into this Contract by reference:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Contractor's Certificate Regarding Workers' Compensation form
- Bid Bond
- List of Subcontractors form
- Contractor Information and Experience Form
- Non-Collusion Declaration form
- Public Works Contractor Registration Certification form
- Iran Contracting Act Certification form
- Fleet Compliance Certification form
- Contract
- Performance Bond
- Payment Bond
- Environmental documents and approvals (If Applicable)
- General Conditions
- Special Conditions
- Standard Specifications for Public Works Construction (Greenbook), latest edition, except Sections 1-9
- Technical Specifications
- Addenda (If Applicable)
- Plans and Drawings
- Approved and fully executed Change Orders

- Applicable Local Agency Standards and Specifications, as last revised
- Federal Requirements (If Applicable)
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. **PROVISIONS REQUIRED BY LAW**. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including but not limited to, the provisions of the California Labor Code and Public Contract Code applicable to this Project.

If the Work involves federal funds, the Contractor and all its subcontractors shall comply with all requirements set forth in the attached Federal Requirements.

ARTICLE 7. **INDEMNIFICATION**. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. **PREVAILING WAGES**. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at City Clerk's office or may be obtained online at http//www.dir.ca.gov/dlsr. and which must be posted at the job site.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

PAVEMENT REHAB COMPANY

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

END OF CONTRACT

CITY OF ONTARIO *Agenda Report* **April 7, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Financial Services Prepared By: Pablo De Lara Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Claudia Hernandez, Matthew Hernandez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 5

SUBJECT: **AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA21-009) BETWEEN THE CITY OF ONTARIO AND WEST HAVEN 27, LLC.**

RECOMMENDATION: That the City Council adopt an Ordinance approving a Development Agreement (File No. PDA21-009) between the City of Ontario and West Haven 27, LLC.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: There is no direct fiscal impact associated with this action. The Development Agreement will provide funding from the formation of a Community Facilities District (CFD) for City services and facilities required to support this Ontario Ranch project. In addition, the City will receive development impact, compliance processing, licensing, and permitting fees.

BACKGROUND & ANALYSIS: The Ontario Ranch financial commitments required for construction of properties within a Specific Plan are substantial. Therefore, to adequately forecast these costs and gain assurance that the project may proceed under the existing policies, rules, and regulations, West Haven 27, LLC (collectively the "Applicant" or "Owner"), has requested that the City enter into negotiations to create a Development Agreement (Agreement).

The Agreement proposes to include 27.77 acres of land within Planning Area 1 of the West Haven Specific Plan, as shown on the attached Exhibit A. The Agreement grants the Applicant a vested right to develop Tentative Tract Map 20696 (the Map), located at the southwest corner of Riverside Drive and Haven Avenue, provided that the Owner complies with the terms and conditions of the Specific Plan and related Environmental Impact Report (EIR).

The Map (see attached Exhibit B) proposes to subdivide 27.77 acres of land into seven numbered lots and eight lettered lots, for condominium purposes.

The term of the Agreement is for ten years, with a five-year option to renew. The main points of the Agreement address funding for all new City expenses created by the project, which includes Development Impact Fees (DIF) for construction of public improvements (i.e. streets and bridges, sewer, water, storm drain and fiber), and the creation of a Community Facilities District (CFD) for the services and maintenance of public facilities.

In considering the Agreement at their meeting on February 24, 2026, the Planning Commission found the Agreement to be consistent with State law, The Ontario Plan, and the City's Development Agreement policies. As a result, the Planning Commission unanimously approved and adopted Resolution No. PC26-013, recommending City Council approval of the Agreement.

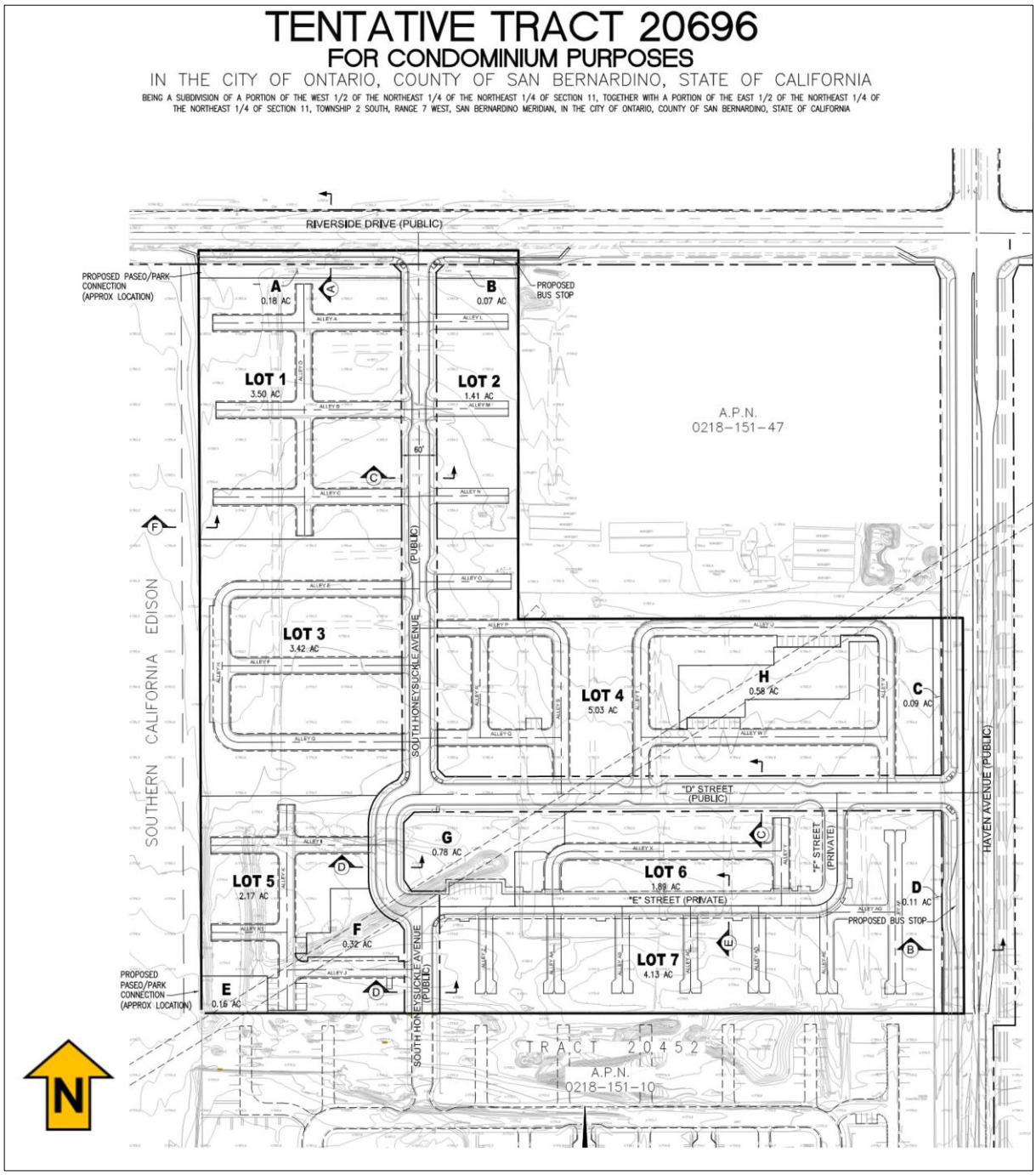
On March 17, 2026, the City Council held a public hearing to introduce and waive further reading of an Ordinance approving the Development Agreement (File No. PDA21-009).

ENVIRONMENTAL REVIEW: The environmental impacts of this Project were previously reviewed in conjunction with Addendum to West Haven Environmental Impact Report (State Clearinghouse No. 200471095), certified by the Ontario City Council on January 16, 2007. This Application introduces no new significant environmental impacts.

Exhibit A: WEST HAVEN SPECIFIC PLAN LAND USE MAP



Exhibit B: TENTATIVE TRACT MAP NO. 20696



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVE FILE NO. PDA21-009, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND WEST HAVEN 27, LLC TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE TRACT MAP 20696 (FILE NO. PMTT24-003), LOCATED AT THE SOUTHWEST CORNER OF RIVERSIDE DRIVE AND HAVEN AVENUE, WITHIN PLANNING AREA 1 OF THE WEST HAVEN SPECIFIC PLAN (APN: 0218-151-48).

WHEREAS, WEST HAVEN 27, LLC ("Applicant") has filed an Application for the approval of a Development Agreement, File No. PDA21-009, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 27.77 acres of land, located at the southwest corner of Riverside Drive and Haven Avenue, within Planning Area 1 of the West Haven Specific Plan; and

WHEREAS, the Applicant submitted Tentative Tract Map No. 20696 (File No. PMTT24-003), subdividing 27.77 acres of land into 7 numbered lots and 8 lettered lots, for condominium purposes; and

WHEREAS, the environmental impacts of this Project were previously reviewed in conjunction with Addendum to West Haven Environmental Impact Report (State Clearinghouse No. 200471095), certified by the Ontario City Council on January 16, 2007. This Application introduces no new significant environmental impacts; and

WHEREAS, the City's "Local Guidelines for the Implementation of the California Environmental Quality Act (CEQA)" provide for the use of a single environmental assessment in situations where the impacts of subsequent projects are adequately analyzed; and

WHEREAS, Ontario Development Code Table 2.02-1 (Review Matrix) grants the City Council the responsibility and authority to review and make recommendations to the City Council on the subject Application; and

WHEREAS, the Project has been reviewed for consistency with the Housing Element of the Policy Plan component of The Ontario Plan, as State Housing Element law (as prescribed in Government Code Sections 65580 through 65589.8) requires that development projects must be consistent with the Housing Element, if upon consideration of all its aspects, it is found to further the purposes, principals, goals, and policies of the Housing Element; and

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and is subject to, and must be consistent with, the policies and criteria set forth in the Ontario International Airport Land Use Compatibility Plan (hereinafter referred to as "ALUCP"), which applies only to jurisdictions within San Bernardino County, and addresses the noise, safety, airspace protection, and overflight impacts of current and future airport activity; and

WHEREAS, City of Ontario Development Code Division 2.03 (Public Hearings) prescribes the manner in which public notification shall be provided and hearing procedures to be followed, and all such notifications and procedures have been completed; and

WHEREAS, on February 24, 2026 the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

WHEREAS, on March 17, 2026, the City Council of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

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

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND RESOLVED by the City Council of the City of Ontario, as follows:

SECTION 1. Environmental Determination and Findings. As the recommending body for the Project, the City Council has reviewed and considered the information contained in the previous Certified EIR and supporting documentation. Based upon the facts and information contained in the previous Certified EIR and supporting documentation, the City Council finds as follows:

(1) The environmental impacts of this Project were previously reviewed in conjunction with an Addendum to West Haven Environmental Impact Report (State Clearinghouse No. 200471095), certified by the Ontario City Council on January 16, 2007; and

(2) The previous Certified EIR contains a complete and accurate reporting of the environmental impacts associated with the Project; and

(3) The previous Certified EIR was completed in compliance with CEQA and the Guidelines promulgated thereunder; and

(4) The previous Certified EIR reflects the independent judgment of the City Council; and

(5) The proposed Project will introduce no new significant environmental impacts beyond those previously analyzed in the previous Certified EIR, and all mitigation measures previously adopted with the Certified EIR, are incorporated herein by this reference.

SECTION 2. Subsequent or Supplemental Environmental Review Not Required. Based on the information presented to the City Council, and the specific findings set forth in Section 1, above, the City Council finds that the preparation of a subsequent or supplemental Certified EIR is not required for the Project, as the Project:

(1) Does not constitute substantial changes to the Certified EIR that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

(2) Does not constitute substantial changes with respect to the circumstances under which the Certified EIR was prepared, that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and

(3) Does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Certified EIR was certified/adopted, that shows any of the following:

(a) The project will have one or more significant effects not discussed in the Certified EIR; or

(b) Significant effects previously examined will be substantially more severe than shown in the Certified EIR; or

(c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the City declined to adopt such measures; or

(d) Mitigation measures or alternatives considerably different from those analyzed in the Certified EIR would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

SECTION 3. Housing Element Compliance. Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the recommending body for the Project, the City Council finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan. The project site is not one of the properties in the Housing Element Sites contained in Tables B-1 and B-2 (Housing Element Sites Inventory) of the Housing Element Technical Report.

SECTION 4. Airport Land Use Compatibility Plan ("ALUCP") Compliance. The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

(1) On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the recommending body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the CITY COUNCIL, therefore, finds and determines that the Project, is will be consistent with the policies and criteria set forth within the ONT ALUCP; and

(2) On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport ("CNO") Overlay Zoning District ("OZD") and Reference I, Chino Airport Land Use Compatibility Plan ("CNO ALUCP"). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the recommending body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the City Council, therefore, finds and determines that the Project is consistent with the policies and criteria set forth within the California Airport Land Use Planning Handbook and the Chino ALUCP.

SECTION 5. Concluding Facts and Reasons. Based upon the substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Section 1 through 4, above, the City Council hereby concludes as follows:

(1) The Development Agreement applies to approximately 27.77 acres of land located at the southwest corner of Riverside Drive and Haven Avenue, within Planning Area 1 of the West Haven Specific Plan; and

(2) The Development Agreement establishes parameters for the development of land within the West Haven Specific Plan. The Development Agreement also grants the Applicant, the right to develop, the ability to quantify the fees; and establish the terms and conditions that apply to those projects. These terms and conditions are consistent with The Ontario Plan Policy Plan (General Plan), design guidelines and development standards for the West Haven Specific Plan; and

(3) The Development Agreement grants the Applicant a vested right to develop Tentative Tract Map 20696 (File No. PMTT24-003) as long as the Applicant complies with the terms and conditions of the West Haven Specific Plan and EIR. Tentative Tract Map 20696 is located at the southwest corner of Riverside Drive and Haven Avenue and proposes to subdivide 27.77 acres of land into 7 numbered lots and 8 lettered lots, for condominium purposes; and

(4) The Development Agreement has been prepared in conformance with the goals and policies of The Ontario Plan Policy Plan (General Plan); and

(5) The Development Agreement does not conflict with the Land Use Policies of The Ontario Plan Policy Plan (General Plan) and will provide for development, within the district, in a manner consistent with the Policy Plan and with related development; and

(6) This Development Agreement will promote the goals and objectives of the Land Use Element of the Policy Plan; and

(7) This Development Agreement will not be materially injurious or detrimental to the adjacent properties and will not have a significant impact on the environment or the surrounding properties for which an Addendum to West Haven Environmental Impact Report (State Clearinghouse No. 200471095), certified by the Ontario City Council on January 16, 2007; and

(8) This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by this reference.

SECTION 6. Based upon the findings and conclusions set forth in Sections 1 through 5, above, the City Council hereby APPROVES the Development Agreement (File No. PDA24-004), attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 7. The City Council acknowledges that refinements and further development of the Ontario Ranch development area may demonstrate that changes are

appropriate with respect to the details and performance of the parties under the Development Agreement. The City Council desires to retain a certain degree of flexibility with respect to the details of the Ontario Ranch developments, and with respect to those items covered in general terms under the Development Agreement. If and when the City Manager (or designee) and the Developer mutually find that changes, adjustments, or clarifications are appropriate to further the intended purposes of the Development Agreement, and such are not materially inconsistent with the Development Agreement, they may, unless otherwise required by law, effectuate such changes, adjustments, or clarifications by written amendment to this Agreement, or through one or more memoranda which are mutually approved by the City Manager on behalf of the City and by the Developer, and, after execution, shall be attached to the Development Agreement and become a part thereof. Unless otherwise required by law, no such changes, adjustments, or clarifications shall require prior notice or hearing before the City Council. The City Manager, with the approval of the City Attorney, shall have the authority but not the obligation to execute amendments, memoranda or other documents, and may take any action necessary to implement the Development Agreement.

SECTION 8. The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

SECTION 9. The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 10. 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 Ontario 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 11. This Ordinance shall become effective 30 days following its adoption.

SECTION 12. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within 15 days following the adoption. The City Clerk shall post a certified copy of this ordinance,

including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 7th day of April 2026.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held and adopted at the regular meeting held _____,2026 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. _____duly passed and adopted by the Ontario City Council at their regular meeting held _____, 2026 and that Summaries of the Ordinance were published on _____, 2026 and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

FILE NO. PDA21-009

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

West Haven 27, LLC

a Delaware limited liability company

(Development Agreement to follow this page)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF ONTARIO
CITY CLERK / RECORDS MANAGEMENT
303 EAST "B" STREET
ONTARIO, CA 91764-4196

Exempt from Fees Per Gov. Code § 6103

Space above this line for Recorder's Use Only

FILE NO. PDA21-009

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

West Haven 27, LLC

A Delaware limited liability company

_____, 2026

San Bernardino County, California

DEVELOPMENT AGREEMENT PDA21-009

This Development Agreement (hereinafter "Agreement") is entered into effective as of the ____ day of _____, 2026 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY") and West Haven 27, LLC (hereinafter "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the CITY and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that the West Haven Specific Plan (State Clearinghouse No. 2004071095 (the "FEIR"). The City Council found and determined that the FEIR was prepared in accordance with the requirements of the California Environmental Quality Act and adequately describes the impacts of the project described in the FEIR, which included consideration of this Agreement; and

WHEREAS, this Agreement and the Project are consistent with the CITY's Comprehensive General Plan and the West Haven Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary

improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

WHEREAS, the Property is located in an area of the City of Ontario that has been known as the "New Model Colony" area and the New Model Colony area has now been renamed as "Ontario Ranch."

WHEREAS, the property developer/owners are made aware of the South Archibald Trichloroethylene (TCE) Plume Disclosure Letter (Exhibit "G"). Property owner may wish to provide the attached Letter as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq. This may include notifications in the Covenants, Conditions and Restrictions (CC&Rs) or other documents related to property transfer and disclosures. Additional information on the plume is available from the Santa Ana Regional Water Quality Control Board at http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004658

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Ontario, California, a California municipal corporation.

1.1.3 "Construction Agreement" means that certain Agreement for the Financing and Construction of Phases I and II Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony, entered into between the CITY and NMC Builders as of the 4th day of October, 2005, and all amendments thereto and "Construction Agreement Amendment" means that First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve and Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 21st day of August 2012.

1.1.4 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of public infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.5 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

(a) specific plans and specific plan amendments;

(b) tentative and final subdivision and parcel maps;

(c) development plan review;

(d) conditional use permits (including model home use permits), public use permits and plot plans;

(e) zoning;

(f) grading and building permits.

1.1.6 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.7 “Development Impact Fee” means a monetary exaction, other than a tax or special assessment, whether characterized as a fee or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and, for purposes of this Agreement only, includes fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, For purposes of this Agreement only, "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government

Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superceded, including by amendment or replacement.

1.1.8 "Development Plan" means the Existing Development Approvals and the Existing Land Use Regulations applicable to development of the Property.

1.1.9 "Effective Date" means the date that the ordinance approving this Agreement goes into effect.

1.1.10 "Existing Development Approvals" means all Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals includes the Approvals incorporated herein as Exhibit "C" and all other Approvals which are a matter of public record on the Effective Date.

1.1.11 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date. Existing Land Use Regulations includes the Regulations incorporated herein as Exhibit "D" and all other Land Use Regulations that are in effect and a matter of public record on the Effective Date.

1.1.12 "General Plan" means the General Plan adopted on August 16, 2022.

1.1.13 "Improvement" or "Improvements" means those public improvements required to support the development of the Project as described in the Tract Map conditions for Tract No. 20696 as further described in Exhibit "F" (the "Infrastructure Improvements Exhibit").

1.1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

1.1.15 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.16 "Net MDD" means net maximum daily water demand.

1.1.17 "NMC Builders" means the consortium of investors and developers responsible for the construction of infrastructure within the New Model Colony incorporated as NMC Builders, LLC.

1.1.18 "Model Units" includes model units, private common recreation facilities and sales facilities constructed by OWNER prior to the construction of any Production units and not offered for sale and occupancy for a period of time after the issuance of permits for Production Units.

1.1.19 "OWNER" means the persons and entities listed as owner on page 1 of this Agreement and their permitted successors in interest to all or any part of the Property.

1.1.20 "Production Unit(s)" means all units constructed for sale and occupancy by OWNER and excludes the specified number of Model Units constructed by OWNER for promotion of sales.

1.1.21 "Project" means the development of the Property contemplated by the Development Plan, as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.22 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.23 "Reservations of Authority" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.6 of this Agreement.

1.1.24 "Specific Plan" means that certain specific plan adopted by the City Council, and entitled, "West Haven Specific Plan."

1.1.25 "Storm Water Treatment Capacity Availability" means a designated portion of the total Storm Water Treatment Capacity Availability made available through the completion of construction of a Phase of regional storm water treatment facilities by the NMC Builders LLC as described in the Construction Agreement Amendment. The amount, in acres, of Storm Water Treatment Capacity Availability required for the issuance of a grading permit shall be based upon the factors and assumptions listed in the Construction Agreement Amendment.

1.1.26 "Subsequent Development Approvals" means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.27 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.1.28 "Water Availability Equivalent (WAE)" means a designated portion of the total Net MDD made available through the construction of each Phase described in the Water Phasing Plan of the Construction Agreement. The number of Water Availability Equivalents (of portions thereof) required for the issuance of each building permit shall be based upon water demand factors and assumptions listed in the Construction Agreement and Construction Agreement Amendment as "Water Availability Equivalents by Land Use" for each land use category.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" — Legal Description of the Property.

Exhibit "B" — Map showing Property and its location.

Exhibit "C" — Existing Development Approvals.

Exhibit "D" — Existing Land Use Regulations.

Exhibit "E" — Description of Required Infrastructure Improvements

Exhibit "F" — Depiction of Required Infrastructure Improvements Exhibit

Exhibit "G" - Form of Plume Disclosure Letter

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof, or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. The term of this

Agreement may be extended for an additional five (5) years following expiration of the initial ten (10) year term, provided the following have occurred:

(a) OWNER provides at least 180 days written notice to CITY prior to expiration of the initial term; and

(b) In non-mixed use and residential use only projects, the OWNER shall have obtained, as applicable, building permits for at least seventy percent (70%) of the actual number of residential units permitted under this Agreement; and

(c) OWNER is not then in uncured default of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.), to any person, partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property. OWNER may be required to provide disclosure that the Property is within the South Archibald Trichloroethylene (TCE) Plume. OWNER may wish to provide the attached Disclosure Letter (Exhibit G) as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq.

(b) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with: (1) an executed agreement, in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned; and (2) the payment of the applicable processing charge to cover the CITY's review and consideration of such sale, transfer or assignment.

(c) Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. The City Manager shall have the authority to

review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring owner is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring owner of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the portion of the Property sold, transferred or assigned.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.5 Termination of Agreement with Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Agreement have been paid.

2.4.6 Partial Assignment and Assumption. CITY and OWNER agree OWNER may partially assign its obligations and rights under this Agreement, and all amendments hereto, to a purchaser, transferee or assignee of a lot, which has been subdivided subject to provisions of a partial assignment and assumption agreement in a form approved by CITY. Any such complete and executed partial assignment and assumption of this Agreement shall be submitted to CITY for approval pursuant to Section 2.4.1 of this Agreement. CITY shall review, and if the above conditions, including but not limited to, those conditions in Section 2.4.2, are satisfied, CITY may approve the partial assignment and release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.6 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER and excluded from the transfer or assignment.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section 65868.1. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. Either Party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For purposes of this section, the term "successor in interest" shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation.

2.5.1 Amendment to Reflect Consistency With Future Amendments to the Construction Agreement. To the extent any future amendment to the Construction Agreement provides for modifications to rights or obligations that differ from or alter the same or similar rights or obligations contained in this Development Agreement, OWNER reserves the right to request an amendment to the Development Agreement to reflect any or all of such modifications.

2.5.2 Minor Modification. Upon the written application of OWNER, minor modifications and changes to the Development Plan including modifications to building design or footprint (not affecting minimum setbacks), parking layout and design, and landscape area design may be approved by the Director of the Planning Department without the need to amend this Development Agreement. Other changes in the Development Plan shall be processed pursuant to the City Zoning Ordinance. It is also contemplated by CITY and OWNER that OWNER may, from time to time, seek amendments to one or more of the Development Approvals. Any such amendments are contemplated by CITY and OWNER as being within the scope of this Agreement as long as they are consistent with the Land Use Regulations and shall, upon approval by CITY, continue to constitute the Development Approvals as referenced herein. The parties agree that any such modifications or amendments shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any public facilities and services mitigation fees paid pursuant to Section 4.2 of this Agreement by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.7 Notices.

(a) As used in this Agreement, “notice” includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to CITY:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

If to OWNER:
West Haven 27, LLC
Attn: Bryan Goodman
1156 N. Mountain Ave.
Upland, CA 91786

with a copy to:
Ruben Duran, City Attorney
Best Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

with a copy to:
West Haven 27, LLC
Attn: Brad Francke
1156 N. Mountain Ave.
Upland, CA 91786

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in accordance with the same manner as it exercises its discretion under its police powers, including the Reservations of Authority set forth herein; provided

however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Ca1. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment.

3.4 Requirement for Public Infrastructure Improvements. Development of the Property is contingent in part on the phasing of area-wide infrastructure improvements over which the OWNER has control. The issuance of building permits by CITY for Model Units and Production Units is, in general, contingent on OWNER's completion of needed infrastructure improvements and the availability of improvements and services to serve the Property.

3.4.1 Attached hereto as Exhibits "E" and "F" are a description and depiction, respectively, of the improvements needed for development of the Property. In the event of any discrepancy between Exhibit E and Exhibit F, Exhibit F shall control.

3.4.2 Construction of Model Units, private common recreation facilities, and sales facilities is subject to plan submittal by OWNER and approval by CITY. Said plan shall illustrate that adequate public infrastructure is available to serve these uses, and shall describe the utilities and other infrastructure necessary to provide sufficient fire protection and other public health and safety requirements.

3.5 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER shall apply for a Subsequent Development Approval to effectuate such change and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit "C", and may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in CITY's reasonable discretion, a change to the Existing Development

Approvals shall be deemed “minor” and not require an amendment to this Agreement provided such change does not:

(a) Alter the permitted uses of the Property as a whole; or,

(b) Increase the density or intensity of use of the Property as a whole; or,

(c) Increase the maximum height and size of permitted buildings; or,

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,

(e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.6 Reservations of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

(a) Processing fees by CITY to cover costs of processing applications for development approvals or for monitoring compliance with any development approvals;

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records and any other matter of procedure;

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided however that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan;

(d) Regulations that may conflict with this Agreement and the Development Plan but that are reasonably necessary to protect the residents of the project and/or of the immediate community from a condition perilous to their health or safety;

(e) Regulations that do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan;

(f) Regulations that may conflict but to which the OWNER consents.

3.6.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Development Plan, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

3.6.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.6.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

3.7 Public Works; Utilities. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction. As a condition of development approval, OWNER shall connect the Project to all utilities necessary to provide adequate water, recycled water, sewer, gas, electric, and other utility service to the Project. As a further condition of development approval, OWNER shall contract with the CITY for CITY-owned or operated utilities for

this purpose, for such price and on such terms as may be available to similarly situated customers in the CITY.

(INSERT Specific Infrastructure Development Requirements)

3.7.1 OWNER agrees that development of the Project shall require the construction of storm drain improvements as described in Exhibit E and depicted in Exhibit F. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the storm drain improvements, as described in Exhibit E and depicted in Exhibit F.

3.7.2 OWNER agrees that development of the Project shall require the construction of street improvements as described in Exhibit E and depicted in Exhibit F. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the street improvements, as described in Exhibit E and depicted in Exhibit F.

3.7.3 OWNER agrees that development of the Property shall require the construction of water and recycled water improvements as described in Exhibit E and depicted in Exhibit F. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the water and recycled water improvements as described in Exhibit E and depicted in Exhibit F. OWNER also agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property.

3.7.4 OWNER agrees that development of the Property shall require the construction of sewer improvements, as described in the attached Exhibit E and depicted in Exhibit F. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the sewer improvements, as described in Exhibit E and depicted in Exhibit F.

3.7.5 OWNER agrees that development of the Property shall require the extension of fiber optic communications improvements as described in the attached Exhibit E and depicted in Exhibit F. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the fiber optic communication improvements, as described in Exhibit E and depicted in Exhibit F.

3.7.6 OWNER agrees that existing if SCE poles along Haven Avenue have not yet been removed or underground at the time of construction, Owner may install a striped median in place of the raised median.

3.7.7 OWNER agrees to provide evidence from SCE that the design of the undergrounding of the SCE power poles along Riverside Dr. has begun prior to the first building permit. OWNER agrees that the designs of the undergrounding with SCE and Riverside Dr. frontage improvements shall be completed prior to

the 50th percentile occupancy and improvements completed prior to the 80th percentile of building permits.

3.8 Acquisition of Offsite Provision of Real Property Interests. In any instance where OWNER is required by any Development Approval or Land Use Regulation and the Construction Agreement to construct any public improvement on land not owned by OWNER ("Offsite Improvements"), the CITY and OWNER shall cooperate in acquiring the necessary legal interest ("Offsite Property") in accordance with the procedures set forth in Section 2.4 of the Construction Agreement. This section 3.8 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority.

3.8.1 CITY Acquisition of Non-Construction Agreement Offsite Property. In the event OWNER is required to construct any public improvements on land not owned by OWNER, but such requirement is not based upon the Construction Agreement, Sections 3.8.1 and 3.8.2 shall control the acquisition of the necessary property interest(s) ("Non-Construction Agreement Offsite Property"). If the OWNER is unable to acquire such Non-Construction Agreement Offsite Property, and following the written request from the OWNER to CITY, CITY agrees to use reasonable and diligent good faith efforts to acquire the Non-Construction Agreement Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Non-Construction Agreement Offsite Property by negotiation within thirty (30) days after OWNER'S written request, CITY shall, initiate proceedings utilizing its power of eminent domain to acquire that Non-Construction Agreement Subject Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Non-Construction Agreement Offsite Property, subject to the conditions set forth in this Section 3.8. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.8.1 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Non-Construction Agreement Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY.

3.8.2 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to that Non-Construction Agreement Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior

to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Non-Construction Agreement Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Non-Construction Agreement Offsite Property.

3.9 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate fully, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.10 Tentative Tract Maps; Extension. With respect to applications by OWNER for tentative subdivision maps for portions of the Property, CITY agrees that OWNER may file and process tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. In accordance with the provisions of Section 66452.6 of the Government Code, each tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be deemed to have been granted an extension of time to and until the date that is five (5) years following the Effective Date of this Agreement.; The CITY's City Council may, in its discretion, extend any such map for an additional period of up to five (5) years beyond its original term, so long as the subdivider files a written request for an extension with the City prior to the expiration of the initial five (5) year term.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Development Impact Fee. Development Impact Fees (DIF) shall be paid by OWNER. The Development Impact Fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to impose new Development Impact Fees or amend the amounts of existing Development Impact Fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permit for each applicable residential or other unit, except for the Open Space and Habitat Acquisition Development Impact fee, which shall be paid by OWNER to CITY prior to the issuance of a grading permit. Deferral of the payment of Development Impact Fees may be granted pursuant to a separate agreement approved by City pursuant to City policy. Any existing Development Impact Fee (DIF) credits held by the Owner or any affiliated entity shall be applied toward the payment of DIFs as required under Subsection 4.2.1.

4.2.3 Parkland and Quimby Act Fees. Pursuant to the General Plan (Ontario Plan) Goal PR1, Policy PR1-5 (achievement of a park standard of 5 acres of parkland per 1,000 residents) OWNER shall provide improved parks, developed in accordance with the City's park standards in an amount equal to two (2) acres per 1,000 of projected population without credit, reimbursement, offset or consideration from City. Such areas shall either be dedicated to the City or transferred to a homeowners' association. If approved by the City Manager, OWNER may satisfy this requirement through the development of non-public recreation facilities such as private recreational clubhouses or pool facilities. Credit for such private recreational facilities areas shall be limited to a maximum of 50% of the foregoing park development requirement. If OWNER's Project does not provide dedicated and developed park acreage equal to two (2) acres per 1,000 projected population, OWNER shall pay a fee in-lieu equal to the per acre estimated costs of acquisition and development of parkland in the City's Development Impact Fee for the calculated park acreage deficiency. Such in-lieu fee shall be due and payable prior to the issuance of the first building permit for Production Units issued to OWNER. Any park dedication and/or improvements in excess of such two (2) acres per thousand standard, provided such park has been developed in accordance with the City's park standards and is open to the public generally, shall entitle OWNER to a credit toward its obligations under the Quimby Act (Gov. Code, § 64477) and the City's implementing ordinance and/or resolution (collectively "**Quimby Act Obligations**"), and to the extent OWNER's Quimby Act Obligations are satisfied, OWNER shall be entitled to have the City acquire such developed and publicly available parks as Non-Program Interests in accordance with Section 4.3.3 below. **(Other provisions will be added that are Project-specific, if applicable).**

4.3 Responsibility for Construction of Public Improvements.

4.3.1 Timely Construction of Public Infrastructure. The phasing of the areawide infrastructure construction within Ontario Ranch will be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all public infrastructure required for the Project as shown on the attached Exhibit "F" and any and all tentative tract map conditions. Unless otherwise specified in the Subdivision Agreement/Tract Map conditions, all other required Improvements for each Tract Map, shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of the first building permit for Production Units for each such Tract Map. All Infrastructure and Improvements shall be completed as required by the Subdivision Agreement/Tract Map conditions for Tract No. 20696.

4.3.2 Construction of DIF Program Infrastructure (Construction Agreement). To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program and the Construction Agreement between CITY and NMC Builders LLC, CITY agrees that CITY shall issue DIF Credit in accordance with the provisions of the Construction Agreement and any amendments thereto. Use of DIF Credit issued to OWNER as a member of NMC Builders LLC to offset OWNER's DIF payment obligations shall also be subject to the provisions of the Construction Agreement and any amendments thereto.

4.3.3 Construction of DIF Program Infrastructure (Non-Construction Agreement). To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program and such public improvements are not included the Construction Agreement between CITY and NMC Builders LLC, CITY agrees that CITY shall issue DIF Credit in accordance with the provisions of a separate Fee Credit Agreement between CITY and OWNER. Limitation on the use of DIF Credit issued to OWNER to offset OWNER's DIF payment obligations shall also be subject to the provisions of a separate Fee Credit Agreement. CITY and OWNER agree that the Fee Credit Agreement between CITY and OWNER shall comply with CITY's adopted policies applicable to such agreements.

4.4 Affordable Housing Requirement.

4.4.1 Affordable Housing- Number of Units. OWNER shall provide a minimum number of affordable housing units, equivalent to 10% of the OWNER's total approved residential units within the Project, that are affordable to very low, low- and moderate-income households. Such requirement for affordable housing shall be met through one, or a combination of one or more, of the options provided in the following Sections 4.4.2.1 through 4.4.2.5. For the purposes of this Section, any term not defined in this Agreement shall be as defined by California Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.).

4.4.2 Affordability Spread. Of the total number of residential dwelling units specified in Section 4.4.1, to be constructed or rehabilitated pursuant to Sections 4.4.2.1 or 4.4.2.2 respectively, thirty percent (30%) shall be available to very low income, thirty percent (30%) shall be available to low income and forty percent (40%) shall be available to moderate income households. "**Households**" shall be as defined by California Health and Safety Code Section 50053.

4.4.2.1 New Construction. If OWNER elects to fully or partially satisfy the affordable housing requirement by the construction of new residential units, it shall construct and restrict the affordability of residential dwelling units within its Project or, at OWNER's option and with the approval of the City, within another project elsewhere within the City. The affordable units constructed shall be intermingled with other units as part of the Project, and shall be built to the same construction, design and aesthetic standards, as well as number of rooms, as other units constructed as part of that OWNER's Project. In addition, the percentage ratio of affordable units offered for sale versus those offered for rent shall equal the percentage ratio of other units offered for sale versus for rent within OWNER's Project. Such construction shall be completed no later than the date that is five (5) years following the issuance of the first building permit for OWNER's Project; provided however that to the extent OWNER has not constructed the required percentage of units, based on the number of building permits for non-restricted units, OWNER shall, prior to the issuance of such building permits, provide security (in the form and substance approved by the City Manager and City Attorney) to City in order to ensure the faithful completion of such required percentage of construction of affordable units. If OWNER elects the option of constructing new affordable units, a detailed Affordable Housing Agreement specifying terms for the allowable monthly housing costs or rents (as applicable) and maintenance and occupancy standards shall be prepared, executed and recorded against such units as a condition to the issuance of a building permit. The Affordable Housing Agreement shall hold a recorded priority position senior to any other non-statutory lien or encumbrance affecting the unit.

4.4.2.2 Rehabilitation. If OWNER elects to fully or partially satisfy the affordable housing requirement by the substantial rehabilitation of existing residential units in the City, it shall substantially rehabilitate and restrict the affordability of, the number of residential units specified in Section 4.4.1, provided that such units shall be provided elsewhere within the City. The rehabilitation work shall be substantial and of high quality and shall also address any deferred property maintenance issues on the property. "**Substantial rehabilitation**" shall mean rehabilitated multi-family rented dwelling units with three or more units and the value of the rehabilitation constitutes 25 percent of the after rehabilitation value of the dwelling, inclusive of land value pursuant to Health and Safety Code Section 33413(b)(2)(A)(iii-iv) as such section exists as of the Effective Date of this Agreement. If OWNER chooses the option of rehabilitation of existing

housing units within the City, a detailed Affordable Housing Agreement specifying the terms for the allowable month housing costs or rents (as applicable) and maintenance and occupancy standards shall be prepared, executed and recorded against such units as a condition to the issuance of a building permit. Such rehabilitation shall be completed no later than the date that is five (5) years following the issuance of the first building permit for OWNER's Project; provided however that to the extent OWNER has not rehabilitated the required percentage of units, based on the number of building permits, OWNER shall, prior to the issuance of such building permits, provide security (in the form and substance approved by the City Manager and City Attorney) to the City in order to ensure the faithful completion of such required percentage of rehabilitation.

4.4.2.3 In-Lieu Fee. If OWNER has not fully complied with the requirements of Section 4.4.1 by providing the minimum number of affordable units through the construction of new affordable units or by the substantial rehabilitation of existing units, shall pay an "**Affordability In-Lieu Fee**". If OWNER has not provided any affordable residential units by construction or rehabilitation, the Affordability In-Lieu fee shall be equal to Three Dollars Thirty-Seven Cents ($3.37) per square foot of residential development within OWNER's Project or, if pre-paid as set forth below, Two Dollars Ninety-Six ($2.96) per square foot of residential development within OWNER's Project. If OWNER has partially complied with the requirements of Section 4.4.1 by construction or rehabilitation of less than the minimum number of units, then the Affordability In-lieu Fee shall be recalculated and reduced in consideration of the number and type of affordable units provided. The Affordability In-Lieu Fee shall be paid by OWNER to City no later than prior to the issuance of each building permit within OWNER's Project based on the square footage of the residential unit for which such building permit is sought; provided however that OWNER may, at OWNER's election, pre-pay such Affordability In-Lieu Fee by paying such Affordability In-Lieu Fee within thirty (30) days following the earliest discretionary approval by the City for OWNER's Project, including, but not limited to, any general plan amendment, specific plan adoption, development agreement, tentative map approval, variance, conditional use permit, or resolution of intention to form any public financing mechanism. Three Dollars Thirty-Seven Cents ($3.37 Two Dollars Ninety-Six ($2.96) per square foot amounts shall automatically be increased annually, commencing on July 1, 2026, and automatically each July 1 thereafter. Such adjustment shall be based on the percentage increase (but no decrease) in the Consumer Price Index (Riverside - San Bernardino - Ontario, CA), (December 2017=100) over the preceding year. The pre-paid Affordability In-Lieu Fee shall be calculated based on the maximum floor area ratio (FAR) permitted within the General Plan and any applicable FAR contained within the applicable specific plan, whichever is greater, and the Maximum Development Density. For purposes of this Agreement, "**Maximum Development Density**" shall be determined by multiplying the

OWNER's Project's density for residential development potential as set forth in the General Plan or the applicable Specific Plan, whichever is less, by the net acreage of land within OWNER's Project. All "Affordability In-Lieu Fees" collected by the City shall be used to promote the construction of affordable housing within the City.

4.4.2.4 Affordability Covenants. Prior to the issuance of the first building permit for any affordable unit, the CITY and OWNER shall enter into an Affordable Housing Agreement Affordability shall be assured for a period of forty-five (45) years for for-sale units and fifty-five (55) years for rentals. For rental units, base rents shall be established by the CITY and rental adjustments required by the CITY shall be performed on an annual basis. In addition, the Affordable Housing Agreement shall impose maximum occupancy limits of two (2) occupants per bedroom plus one (1) additional occupant per dwelling unit, and a requirement for the owner or tenant to properly maintain each dwelling unit.

4.4.2.5 Transfer of Affordable Project. No transfer of title to any affordable housing project shall occur without the prior written consent of the CITY. In the event OWNER transfers title to any affordable housing project required to be constructed pursuant to this Agreement to a non-profit entity, or other entity, that receives an exemption from ad valorem real property taxes, the CITY shall be required to assure payment of an annual in lieu fee to the CITY on July 1 of each year equal to one-tenth of one percent (0.1%) of the assessed value of such project. The CITY may permit OWNER to satisfy this obligation by recorded covenants against the property and enforceable against said entity by the CITY. Any such covenants shall be approved by the Planning Director and the City Attorney.

4.5 Schools Obligations.

4.5.1 Written Evidence of Compliance with Schools Obligations.
OWNER shall, either through joint or individual agreements between OWNER and the applicable school district(s), shall satisfy its new school obligations. The new school obligations for the Mountain View School District in the Ontario Ranch area have been projected to include the acquisition or dedication of school sites for, and construction of, up to eight (8) schools. Of these eight (8) schools, six (6) are to be elementary (K-5) grade schools and two (2) are to be middle grade schools. The new school obligations for the Chaffey Joint Union High School District in the Ontario Ranch area have been projected to include the dedication of a school site for, and construction of, an additional high school. The new school obligations for the applicable school district shall be met by a combination of the following: (1) designating and dedicating school site(s) within the Property as set forth in the General Plan, and/or (2) paying school impact fees, (3) entering into a joint mitigation agreement or individual mitigation agreements, or (4) any combination of the foregoing. Written evidence of approval by the applicable school district that OWNER has met their school

obligations may be required by the City as the condition to the issuance by the City of any entitlements for OWNER's Project. In the event OWNER is unable to provide such written evidence from the applicable school district(s), the City shall have the right to decline to honor any DIF Credit, Certificates of MDD Availability, Certificates of Storm Water Treatment Capacity Availability, or any combination thereof, presented by such OWNER, without liability to the City. To the extent that a joint mitigation agreement is approved by the applicable school district(s), and OWNER is a participant in good standing in such mitigation agreement, OWNER shall be deemed to have mitigated its new school obligations under this Section 4.4.1.

4.6 Net MDD/Water Availability Equivalents.

4.6.1 Assigned Net MDD/Water Availability Equivalents. The City has agreed with NMC Builders LLC to reserve exclusively for Members of NMC Builders, including OWNER, Net MDD made available through the construction of water system improvements funded by NMC Builders LLC. NMC Builders has assigned to OWNER its allocable share of the Net MDD issued by City. The provisions of the Construction Agreement Amendment requires that the City shall not approval a final tract map or issue building permits or certificates of occupancy for the area of development within the New Model Colony served by the water system improvements funded by NMC Builders LLC, except to the bearer of an Assignment of Net MDD Water Availability.

4.6.2 Use of Assigned Net MDD Water Availability. OWNER shall provide evidence of sufficient Net MDD Water Availability Equivalents (or portions thereof) prior to and as a condition precedent to, the City's approval of any and all tract maps for the Property. The amount of Net MDD Water Availability Equivalents required for City's approval of a tract map shall be based upon water demand factors and assumptions listed in Exhibit C-2R of the Construction Agreement Amendment as "Water Demand Equivalents by Land Use" for each land use category.

4.6.3 Requirement for other Water System Improvements. A Certificate of Net MDD Availability is evidence only of available water capacity and does not satisfy any other conditions applicable to an OWNER's Project, including those relating to design and construction of master-planned potable water and recycled water transmission and distribution system for the respective pressure zone and other public infrastructure requirements.

4.6.4 Effectiveness of Agreement. Notwithstanding anything set forth in this Agreement, CITY and OWNER each acknowledge, confirm, and agree that (i) the CITY approval of this Agreement and (ii) the effectiveness of this Agreement, in each case, are conditioned upon OWNER's admission to NMC Builders as a "Member" (if not already a Member) thereof pursuant to the terms and conditions of the operating agreement of NMC Builders within thirty (30) days following the

Effective Date of this Agreement. OWNER'S failure to maintain membership in NMC Builders LLC is and shall be a Default under this Agreement

4.7 Storm Water Capacity Availability.

4.7.1 Requirement for Storm Water Treatment Capacity Availability. OWNER shall provide evidence of sufficient Storm Water Treatment Capacity Availability as reserved in a Certificate of Storm Water Treatment Capacity Availability the same manner and subject to the same limitations as provided for the assignment of Certificates of Net MDD Availability in Section 4.6 of this Agreement.

4.7.2 Use of Storm Water Treatment Capacity Availability. The amount of Storm Water Treatment Capacity Availability required for the issuance of a grading permit to OWNER shall be based upon the Net Residential Acreage of the area to be graded regardless of the corresponding use.

4.7.3 Requirement for other Storm Water Improvements. The Certificate of Storm Water Treatment Capacity Availability is evidence only of available storm water treatment capacity and does not satisfy any other conditions applicable to a particular development project, including those relating to on-site water treatment, water quality, connection to the storm water collection system, or other public infrastructure requirements.

4.8 Maintenance of Open Space. OWNER shall provide for the ongoing maintenance of all park, common areas and open space areas within the Project as more particularly set forth in the Specific Plan, through a homeowners' association as approved by the CITY. Covenants, conditions and restrictions establishing any homeowners' association shall be approved by the Planning Director and City Attorney.

4.9 Edison Easement Improvements. OWNER shall develop as park or open space purposes that area within the Project areas owned in fee by Southern California Edison or in which Southern California Edison has an easement or license, as more particularly set forth in the Specific Plan. Said park or open space development shall be consistent with the New Model Colony Park Master Plan standards for park and open space development. Notwithstanding OWNER's development of park or open space areas as required by this Section 4.9. OWNER shall not be entitled to any credit, offset or reimbursement from the CITY for such park or open space development.

4.10 Compliance with Public Benefits Requirements.

4.11.1 Failure to Provide Public Benefits. In the event OWNER fails or refuses to comply with any condition referenced in Section 4.1 through 4.10, or challenges (whether administratively or through legal proceedings) the imposition of such conditions, OWNER shall be deemed in default of this Agreement pursuant to Section 8.4 hereof, thereby entitling the City to any and all remedies available to it, including, without limitation, the right of the City to withhold OWNER's Project-related building permits, certificates of occupancy, or discretionary approvals, without liability.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Mechanism(s). In accordance with the Memorandum of Agreement between the CITY and NMC Builders, CITY will cooperate with OWNER in the formation of a CFD, or CFDs, to include all of the Project, to provide a financing mechanism to reimburse the OWNER for funds paid to NMC Builders LLC for OWNER's share of the costs of public infrastructure pursuant to the Construction Agreement and to acquire other public facilities constructed by OWNER subject to the provisions of the Memorandum of Agreement between CITY and NMC Builders LLC. Notwithstanding such reimbursements and acquisitions, OWNER shall remain entitled to DIF Credits as provided for in Article 3 of the Construction Agreement and/or as provided for in a separate Fee Credit Agreement between CITY and OWNER. OWNER agrees that, prior to the recordation of any Tract Map for the Property, the Property shall be included in a CFD to finance City services through annual special taxes that will initially be $1,371.52 per Single Family Detached Dwelling Unit, $1,188.58 per Multiple-Family Dwelling Unit, $996.75 per Gated Apartment Community Dwelling Unit, and $.25 per square foot for Non-Residential buildings. These amounts shall be subject to an automatic increase at a rate not to exceed four (4%) percent per year, unless otherwise modified by the CITY. CITY shall be the sole and exclusive lead agency in the formation of any CFD, assessment district or other public financing mechanism within the Property; provided however, that the proceeds of any such CFD, assessment district, or financing mechanism may be used, subject to restrictions that may be imposed by applicable law, for the purposes of acquiring, constructing or maintaining public facilities to be owned or operated by other public agencies, including, without limitation those facilities owned or operated by a school district. In addition to the rights of the CITY pursuant to section 5.2 hereof, CITY shall have the right, but not the obligation, to condition the formation of any CFD, assessment district or other public financing mechanism within the Property on the OWNER mitigating all Project-related impacts to the applicable school district(s) as required by such school district(s). Written evidence by such school district(s) may be required by the CITY as the condition to the formation of any CFD, assessment district or other public financing mechanism within the Property, or any steps preliminary thereto, including, without limitation, the adoption of any resolution of intention to form such CFD, assessment district or other public financing mechanism within the Property. It is not the intent of the parties hereto, by this provision, to prohibit or otherwise limit the City's ability to take any and all necessary steps requisite to the formation of the CFD to finance City services through annual special taxes as set forth in this Section 5.1. Formation of any CFD, assessment district or other public financing mechanism within the Property, shall be subject to CITY's ability to make all findings required by applicable law and complying with all applicable legal procedures and requirements including, without limitation, CITY's public financing district policies as such policies may be amended from time to time. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the OWNER with the terms of this Agreement. The OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within fifteen (15) days after the receipt of the Annual Monitoring Report, CITY shall review the Annual Monitoring Report. Prior to the expiration of the fifteen (15) day review period, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee.

6.1.2 Initiation of Special Review. A special review may be called either by agreement between the parties or by initiation in one or more of the following ways:

(1) Recommendation of the Planning staff;

(2) Affirmative vote of at least four (4) members of the Planning Commission; or

(3) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice that the CITY intends to undertake a special review of this Agreement to the OWNER. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which the OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue is upon the OWNER.

6.1.5 Findings Upon Public Hearing. The Planning Commission shall determine upon the basis of substantial evidence whether or not the OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure Upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) The OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with the CITY's rule for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), the CITY determines to proceed with modification or termination of this Agreement, the CITY shall give notice to the property OWNER of its intention so to do. The notice shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not the CITY proposes to terminate or to modify this Agreement; and

(c) Other information that the CITY considers necessary to inform the OWNER of the nature of the proceeding.

6.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, the OWNER shall be given an opportunity to be heard. The OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on the OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that the OWNER has not complied in good faith with the terms and conditions of the agreement, the City Council may terminate or modify this Agreement and impose those conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the

anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

7. [RESERVED]

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

8.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 8.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 Release. Except for nondamage remedies, including the remedy of specific performance and judicial review as provided for in Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its Comprehensive General Plan, as such General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

9.3 Indemnity. In addition to the provisions of 9.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

9.4 Environment Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

9.6 Survival. The provisions of this Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement.

10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a Mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the San Bernardino County Recorder by the

City Clerk within the ten (10) days after the CITY executes this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County Recorder.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Singular and Plural. As used herein, the singular of any word includes the plural.

11.7 Joint and Several Obligations. Subject to section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners.

Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

11.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

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

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

11.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

11.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

11.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or

determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

11.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his powers and duties under this Agreement to an Assistant City Manager or other management level employee of the CITY.

11.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Planning Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

11.20 Estoppel Certificate. Within thirty (30) business days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates under this Section 11.20 prior to CITY's issuance of such certificates.

11.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

11.22 Prevailing Wage. OWNER, for itself, its successors, and assigns, agrees, covenants, and warrants that the development of the Property, if any, shall comply with all applicable federal and state labor laws (including, without limitation, the requirement under California law to pay prevailing wages and hire apprentices), and all obligations as set forth herein.

11.22.1 CITY makes no representations concerning prevailing wages in compliance with California Labor Code Section 1770 et seq.

11.22.2 OWNER acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations with respect to the payment of prevailing wages and complying therewith. OWNER shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

11.22.3 The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Property by OWNER, its successors or assigns. OWNER shall be solely responsible for determining and effectuating compliance with such laws.

11.22.4 OWNER, ON BEHALF OF ITSELF, ITS SUCCESSORS, AND ASSIGNS, WAIVES AND RELEASES CITY FROM ANY RIGHT OF ACTION THAT MAY BE AVAILABLE TO OWNER PURSUANT TO LABOR CODE SECTION 1781 OR THE DAVIS BACON ACT. RELATIVE TO THE WAIVER AND RELEASE CONTAINED IN THIS SECTION 11.22, OWNER ACKNOWLEDGES THE PROTECTIONS OF CIVIL

CODE SECTION 1542, WHICH READS AS FOLLOWS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

INITIALS. BY INITIALING BELOW, OWNER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

_____
(Owner's Initials)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT PDA21-009

"OWNER"

WEST HAVEN 27, LLC,
a Delaware limited liability company

By: LEWIS MANAGEMENT CORP.,
a Delaware corporation –
Its Sole Manager

By:_____
Name:_____
Its: Authorized Agent

"CITY"

CITY OF ONTARIO

By:_____
Scott Ochoa
City Manager

Date: _____

ATTEST:

_____
City Clerk, Ontario

APPROVED AS TO FORM:
BEST BEST KRIEGER, LLP

_____
City Attorney

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF_____)

On _____, 20_____, before me,_____,
Date *Insert Name and Title of the Officer*

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF_____)

On _____, 20_____, before me_____,
Date *Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

Legal Description of Property

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOGETHER WITH A PORTION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11;

THENCE NORTH 0° 13' 00" WEST 1296.78 FEET ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11 TO THE SOUTHERLY RIGHT OF WAY LINE OF RIVERSIDE DRIVE (30. 00 FEET IN HALF-WIDTH);

THENCE SOUTH 89° 58' 31" EAST 543.59 FEET ALONG SAID RIGHT OF WAY LINE;

THENCE SOUTH 0° 01' 29" WEST 626.81 FEET;

THENCE NORTH 89° 50' 06" EAST 755.80 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HAVEN AVENUE (25. 00 FEET IN HALF-WIDTH);

THENCE SOUTH 0° 10' 14" EAST 672.53 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11;

THENCE NORTH 89° 58' 20" WEST 1296.22 FEET ALONG THE SOUTHERLY LINE OF SAID NORTHEAST ¼ OF THE NORTHEAST 1/4 OF SECTION 11 TO THE POINT OF BEGINNING.

SAID LAND IS DESCRIBED PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING LOT LINE ADJUSTMENT NO. LLA 04-011, RECORDED DECEMBER 2, 2004 AS INSTRUMENT NO. 2004-887803 OF OFFICIAL RECORDS.

Assessor's Parcel Number: 0218-151-48

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

Map showing Property and its location

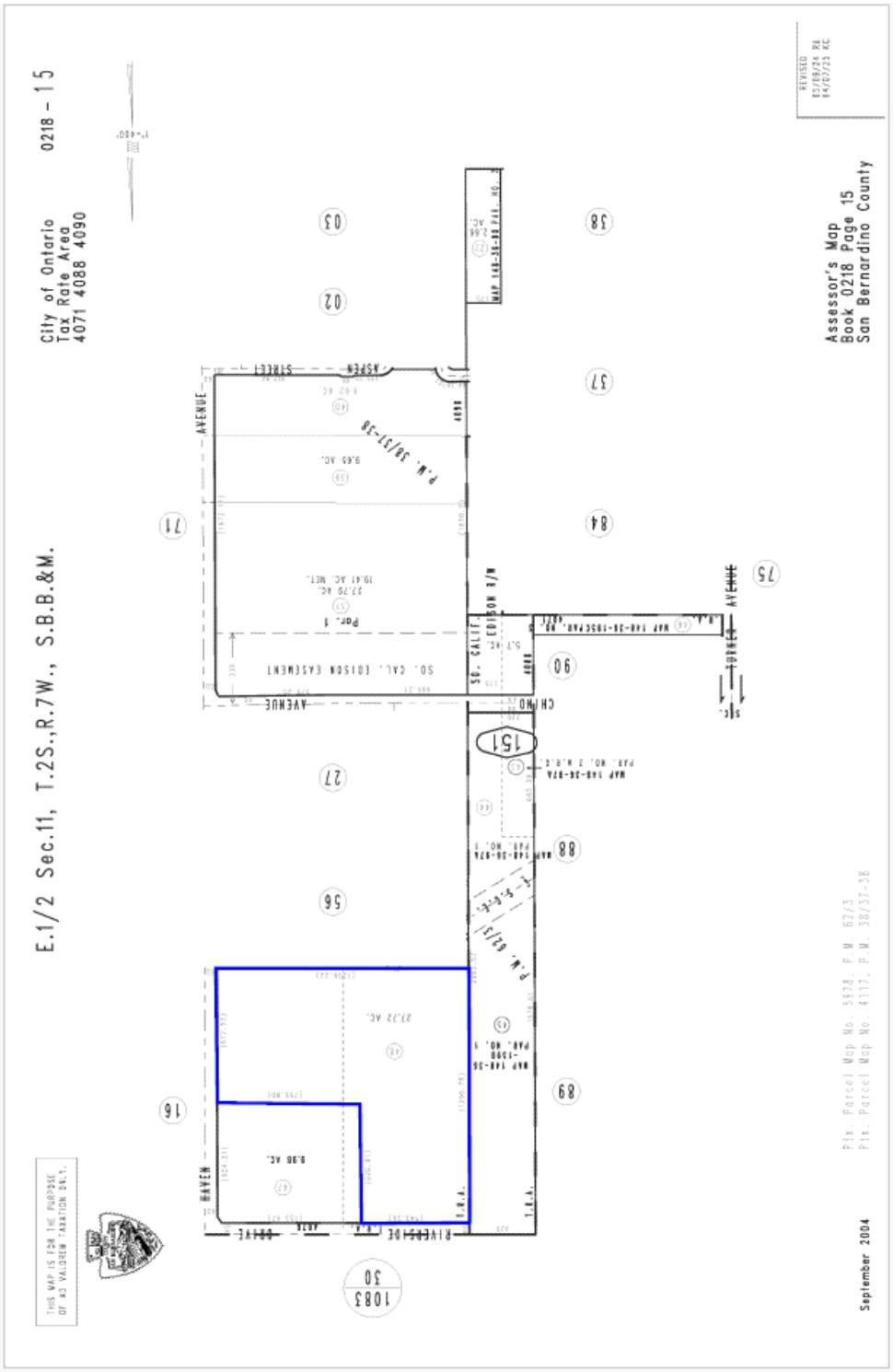


EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Existing Development Approvals

On December 18, 2006, the Planning Commission**:**

a) Issued Resolution No. PC06-166, recommending City Council adopt and certify the West Haven Specific Plan Environmental Impact Report; and

b) Issued Resolution No. PC06-167, recommending City Council approval of the West Haven Specific Plan (File No. PSP03-006).

On January 16, 2007, the City Council**:**

a) Adopted and certified the West Haven Specific Plan Environmental Impact Report and issued Resolution No. 2007-010; and

b) Adopted Ordinance No. 2870 approving the West Haven Specific Plan.

EXHIBIT "D"
TO DEVELOPMENT AGREEMENT

Existing Land Use Regulations

These documents are listed for reference only:

1. West Haven Specific Plan, Ordinance No. 2870

2. West Have Environmental Impact Report, Resolution No. 2007-010

3. City of Ontario Municipal Code

    a. Six – Sanitation & Health
    b. Seven – Public Works
    c. Eight – Building Regulations
    d. Nine – Development Code
    e. Ten – Parks and Recreation

EXHIBIT "E"
TO DEVELOPMENT AGREEMENT

OWNER shall design, construct and complete all improvements including but not limited to Sewer (SW), Potable Water (PW), Recycled Water (RW), Storm Drain (SD), Fiber Optic (FO), and Street Improvements (ST) prior to OWNER's request for building permits for Production Units.

Sewer (SW)

a) SW improvements on Honeysuckle Avenue from Riverside Drive to TM-18026.

b) SW improvements on "D" Street from west of Haven Avenue to Honeysuckle Avenue.

Potable Water (PW)

a) PW improvements on Honeysuckle Avenue from Riverside Drive to TM-18026.

b) PW improvements on "D" Street from Honeysuckle Avenue to Haven Avenue.

RECYCLED WATER (RW)

a) RW improvements on Honeysuckle Avenue from Riverside Drive to "E" Street.

b) RW improvements on "D" Street from Honeysuckle Avenue to Haven Avenue.

STORM DRAIN (SD)

a) SD improvements on Honeysuckle Avenue from Riverside Drive to southerly project limits.
b) SD improvements on "D" Street from west of Haven Avenue to Honeysuckle Avenue.
c) SD improvements within Alley P.

STREETS (ST)

a) ST improvements on "D" Street from west of Haven Avenue to Honeysuckle Avenue.
b) ST improvements on Honeysuckle Avenue from Riverside Drive to southerly project limits.
c) Raised median ST improvements on Haven Avenue along easterly project limits and construct westerly last lane

d) Southerly last lane ST improvements on Riverside Drive along northernly project limits.

e) Traffic Signal Modification at the intersection of Haven Avenue and Riverside Drive.

f) Full signalized improvements at the intersection of Honeysuckle Avenue and Riverside Drive.

TRAIL IMPROVEMENTS

a) Trail Improvements along westerly project limits within the SCE easement.

EXHBIT “F”
TO DEVELOPMENT AGREEMENT

Required Infrastructure Improvements

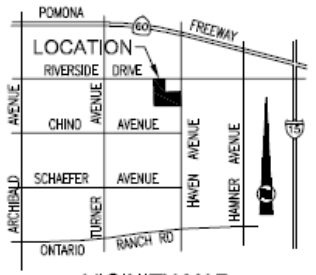
(SEE ATTACHED EXHIBITS)

INFRASTRUCTURE EXHIBIT

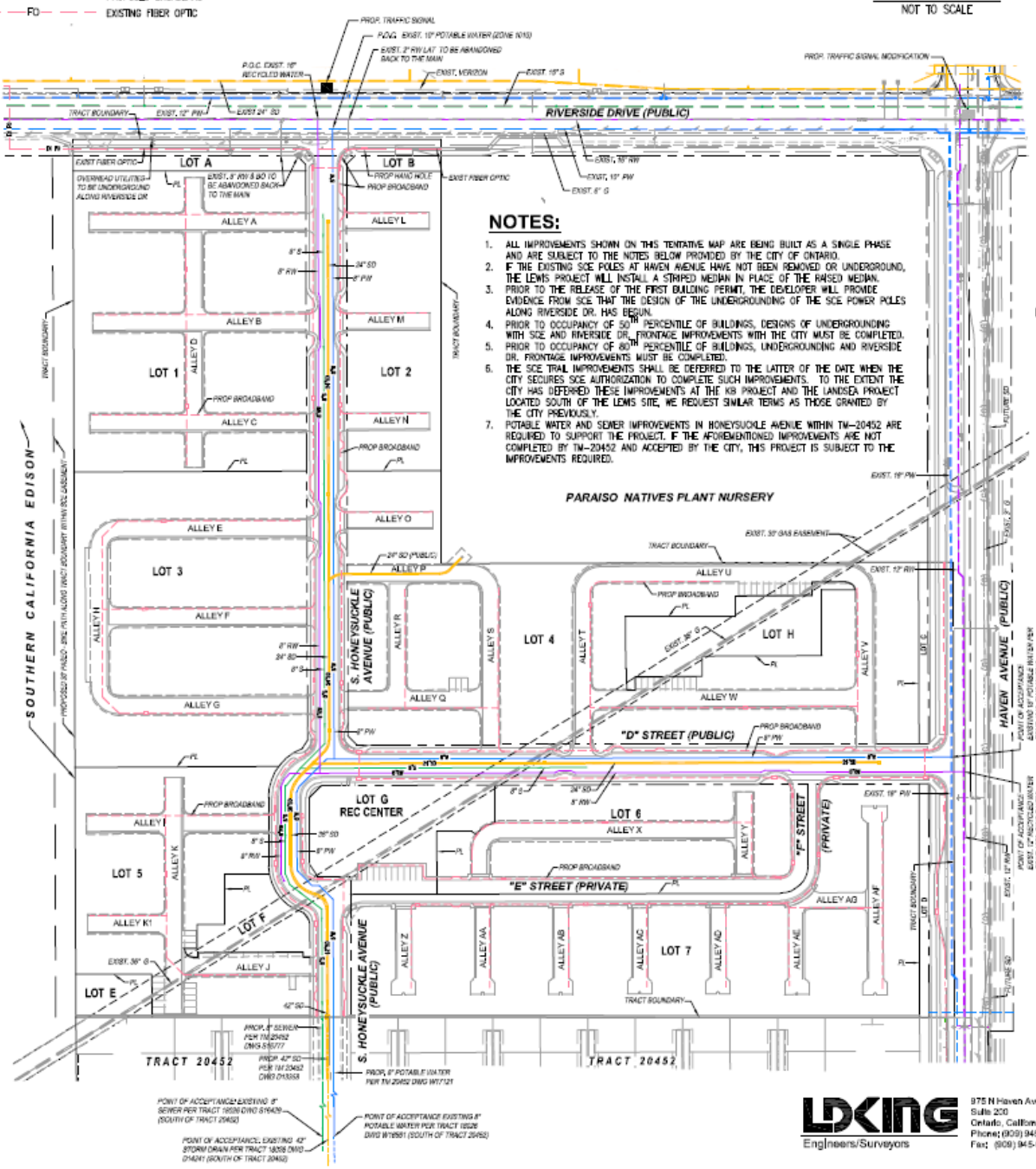
TENTATIVE TRACT MAP 20696

LEGEND

- PROPOSED TRAFFIC SIGNAL
- PROPOSED TRAFFIC SIGNAL MODIFICATION
- W — PROPOSED PUBLIC POTABLE WATER (ZONE–1010)
- S — PROPOSED PUBLIC SEWER
- RW — PROPOSED PUBLIC RECYCLED WATER (ZONE–1050)
- SD — PROPOSED PUBLIC STORM DRAIN
- W — EXISTING PUBLIC POTABLE WATER (ZONE–1010)
- S — EXISTING PUBLIC SEWER
- RW — EXISTING PUBLIC RECYCLED WATER (ZONE–1050)
- SD — EXISTING PUBLIC STORM DRAIN
- G — EXISTING GAS LINE
- HH–3/*22
- HH–4/*22
- PROPOSED BROADBAND
- FO — EXISTING FIBER OPTIC



VICINITY MAP
NOT TO SCALE



NOT TO SCALE

NOTES:

1. ALL IMPROVEMENTS SHOWN ON THIS TENTATIVE MAP ARE BEING BUILT AS A SINGLE PHASE AND ARE SUBJECT TO THE NOTES BELOW PROVIDED BY THE CITY OF ONTARIO.
2. IF THE EXISTING SCE POLES AT HAVEN AVENUE HAVE NOT BEEN REMOVED OR UNDERGROUND, THE LEWIS PROJECT WILL INSTALL A STRIPED MEDIAN IN PLACE OF THE RAISED MEDIAN.
3. PRIOR TO THE RELEASE OF THE FIRST BUILDING PERMIT, THE DEVELOPER WILL PROVIDE EVIDENCE FROM SCE THAT THE DESIGN OF THE UNDERGROUNDING OF THE SCE POWER POLES ALONG RIVERSIDE DR. HAS BEGUN.
4. PRIOR TO OCCUPANCY OF 50TH PERCENTILE OF BUILDINGS, DESIGNS OF UNDERGROUNDING WITH SCE AND RIVERSIDE DR. FRONTAGE IMPROVEMENTS WITH THE CITY MUST BE COMPLETED.
5. PRIOR TO OCCUPANCY OF 80TH PERCENTILE OF BUILDINGS, UNDERGROUNDING AND RIVERSIDE DR. FRONTAGE IMPROVEMENTS MUST BE COMPLETED.
6. THE SCE TRAIL IMPROVEMENTS SHALL BE DEFERRED TO THE LATTER OF THE DATE WHEN THE CITY SECURES SCE AUTHORIZATION TO COMPLETE SUCH IMPROVEMENTS. TO THE EXTENT THE CITY HAS DEFERRED THESE IMPROVEMENTS AT THE KB PROJECT AND THE LANDSEA PROJECT LOCATED SOUTH OF THE LEWIS SITE, WE REQUEST SIMILAR TERMS AS THOSE GRANTED BY THE CITY PREVIOUSLY.
7. POTABLE WATER AND SEWER IMPROVEMENTS IN HONEYSUCKLE AVENUE WITHIN TM–20452 ARE REQUIRED TO SUPPORT THE PROJECT. IF THE AFOREMENTIONED IMPROVEMENTS ARE NOT COMPLETED BY TM–20452 AND ACCEPTED BY THE CITY, THIS PROJECT IS SUBJECT TO THE IMPROVEMENTS REQUIRED.

LDKING
Engineers/Surveyors
975 N Haven Avenue
Suite 200
Ontario, California 91764
Phone: (909) 945-0526
Fax: (909) 945-0529

EXHIBIT "G"
TO DEVELOPMENT AGREEMENT

Form of Plume Disclosure Letter

CITY OF ONTARIO

ONTARIO MUNICIPAL UTILITIES COMPANY

PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

AL C. BOLING
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT BURTON
UTILITIES GENERAL MANAGER

March 2017

DISCLOSURE NOTICE
SOUTH ARCHIBALD TRICHLOROETHYLENE PLUME

Dear Property Owner/Developer/Applicant:

The City of Ontario ("City") has approved or will be approving development in the Ontario Ranch area in the next few years, subject to the appropriate and required statutory process. This letter is intended to serve as notice to all potential property owners of the existence of a groundwater plume, known as the South Archibald Trichloroethylene (TCE) Plume which may exist in, under or near owner's property.

The groundwater plume is in an area in the central Chino Basin south of the Pomona Freeway, west of Turner Avenue, east of Grove Avenue, and north of Kimball Avenue. The plume primarily consists of TCE, a discontinued industrial solvent, and is subject to a clean-up under the oversight and direction of the Santa Ana Regional Water Quality Control Board ("Regional Board").

The Regional Board's approved clean-up procedure involves the removal and treatment of groundwater containing TCE via groundwater wells to reduce the plume concentrations and control its migration. In addition, the City is providing potable water supplies for domestic purposes to residences with private domestic wells affected by the plume. Finally, the Regional Board will continue to monitor all impacted areas and private domestic wells to ensure that residents' health and the environment are properly safeguarded. These remedial actions are documented in a Remedial Action Plan approved by the Regional Board in September 2016.

Further and current information may be found on the Regional Board's Geotracker website at https://geotracker.waterboards.ca.gov/profile_report?global_id=T10000004658.

Property owners may wish to include this letter as a part of a Real Estate Transfer Disclosure under California Civil Code Section 1102 et seq.

1425 SOUTH BON VIEW - ONTARIO, CALIFORNIA 91761-4406 - (909) 395-2605 - FAX (909) 395-2601

CITY OF ONTARIO *Agenda Report* **April 7, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Financial Services Prepared By: Pablo De Lara Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Claudia Hernandez, Matthew Hernandez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 6

SUBJECT: **AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA25-005) BETWEEN THE CITY OF ONTARIO, LEGACY LAND PARTNERS, LLC AND RICHLAND ONTARIO DEVELOPERS, LLC**

RECOMMENDATION: That the City Council adopt an Ordinance approving a Development Agreement (File No. PDA25-005) between the City of Ontario and Legacy Land Partners, LLC.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: There is no direct fiscal impact associated with this action. The Development Agreement will provide funding from the formation of a Community Facilities District (CFD) for City services and facilities required to support this Ontario Ranch project. In addition, the City will receive development impact, compliance processing, licensing, and permitting fees.

BACKGROUND & ANALYSIS: The Ontario Ranch financial commitments required for construction of properties within a Specific Plan are substantial. Therefore, to adequately forecast these costs and gain assurance that the project may proceed under the existing policies, rules, and regulations, Legacy Land Partners, LLC and Richland Ontario Developers, LLC (collectively the "Applicant" or "Owner"), has requested that the City enter into negotiations to create a Development Agreement (Agreement).

The Agreement proposes to include 35.4 acres of land within Planning Area 5B of the Rich Haven Specific Plan, as shown on the attached Exhibit A. The Agreement grants the Applicant a vested right to develop Tentative Parcel Map 20792 (the Map), located on the southwest corner of Ontario

Ranch Road and Mill Creek Avenue, provided that the Owner complies with the terms and conditions of the Specific Plan and related Environmental Impact Report (EIR).

The Map (see attached Exhibit B) proposes to subdivide 35.4 acres of land into nine numbered lots and five lettered lots to facilitate the construction of four commercial buildings totaling 123,247 square feet and for future residential purposes.

The term of the Agreement is for ten years, with a five-year option to renew. The main points of the Agreement address funding for all new City expenses created by the project, which includes Development Impact Fees (DIF) for construction of public improvements (i.e. streets and bridges, sewer, water, storm drain and fiber), and the creation of a Community Facilities District (CFD) for the services and maintenance of public facilities.

In considering the Agreement at their meeting on February 24, 2026, the Planning Commission found the Agreement to be consistent with State law, The Ontario Plan, and the City's Development Agreement policies. As a result, the Planning Commission unanimously approved and adopted Resolution No. PC26-007, recommending City Council approval of the Agreement.

On March 17, 2026, the City Council held a public hearing to introduce and waive further reading of an Ordinance Approving the Development Agreement (File No. PDA25-005).

ENVIRONMENTAL REVIEW: The environmental impacts of this Project were previously reviewed in conjunction with the Rich Haven Specific Plan Amendment (File No. PSPA22-001), for which an Environmental Impact Report (State Clearinghouse No. 2022100425) was adopted by the City Council on June 20, 2023. This Application introduces no new significant environmental impacts.

Exhibit A: RICH HAVEN SPECIFIC PLAN LAND USE MAP

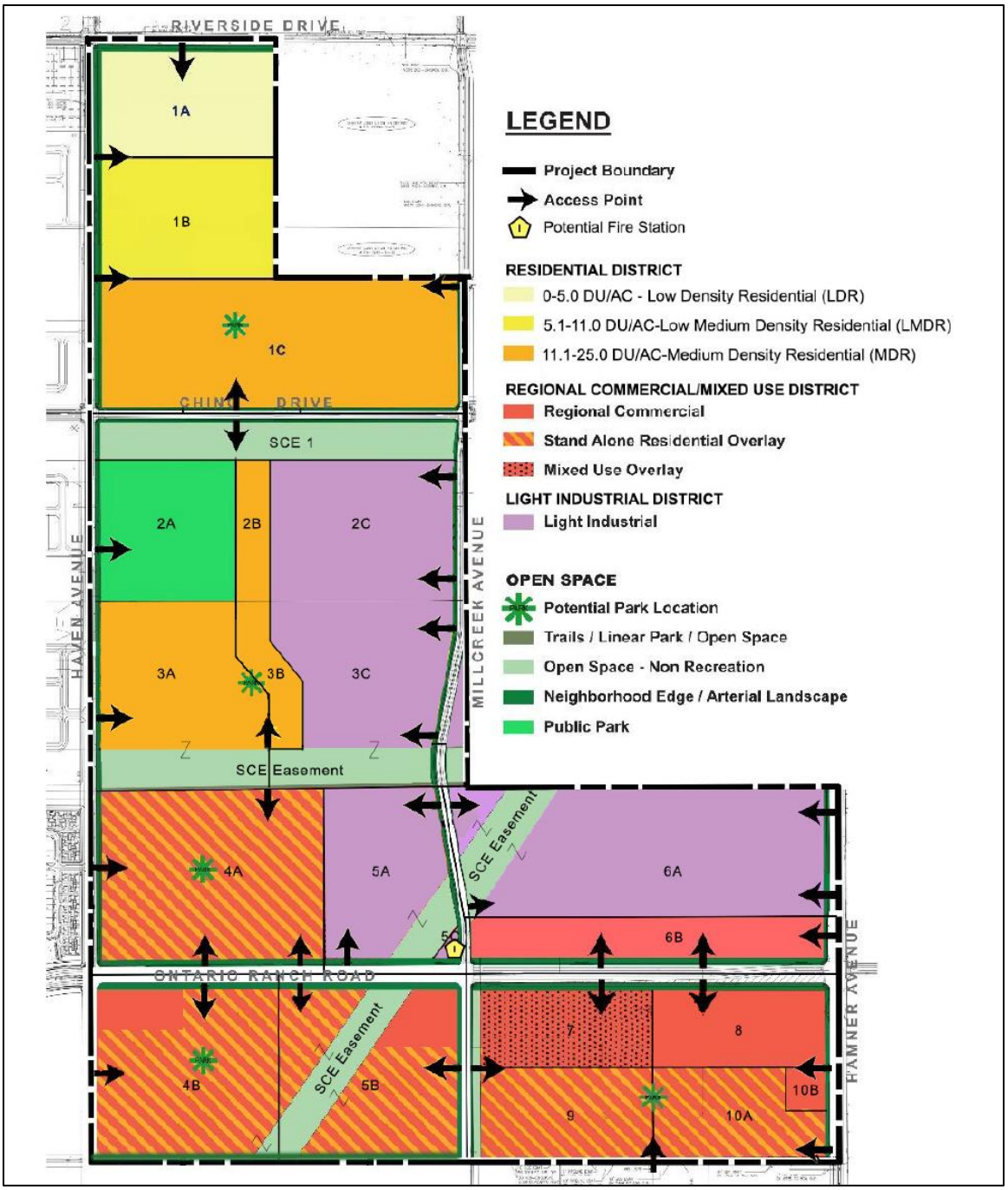
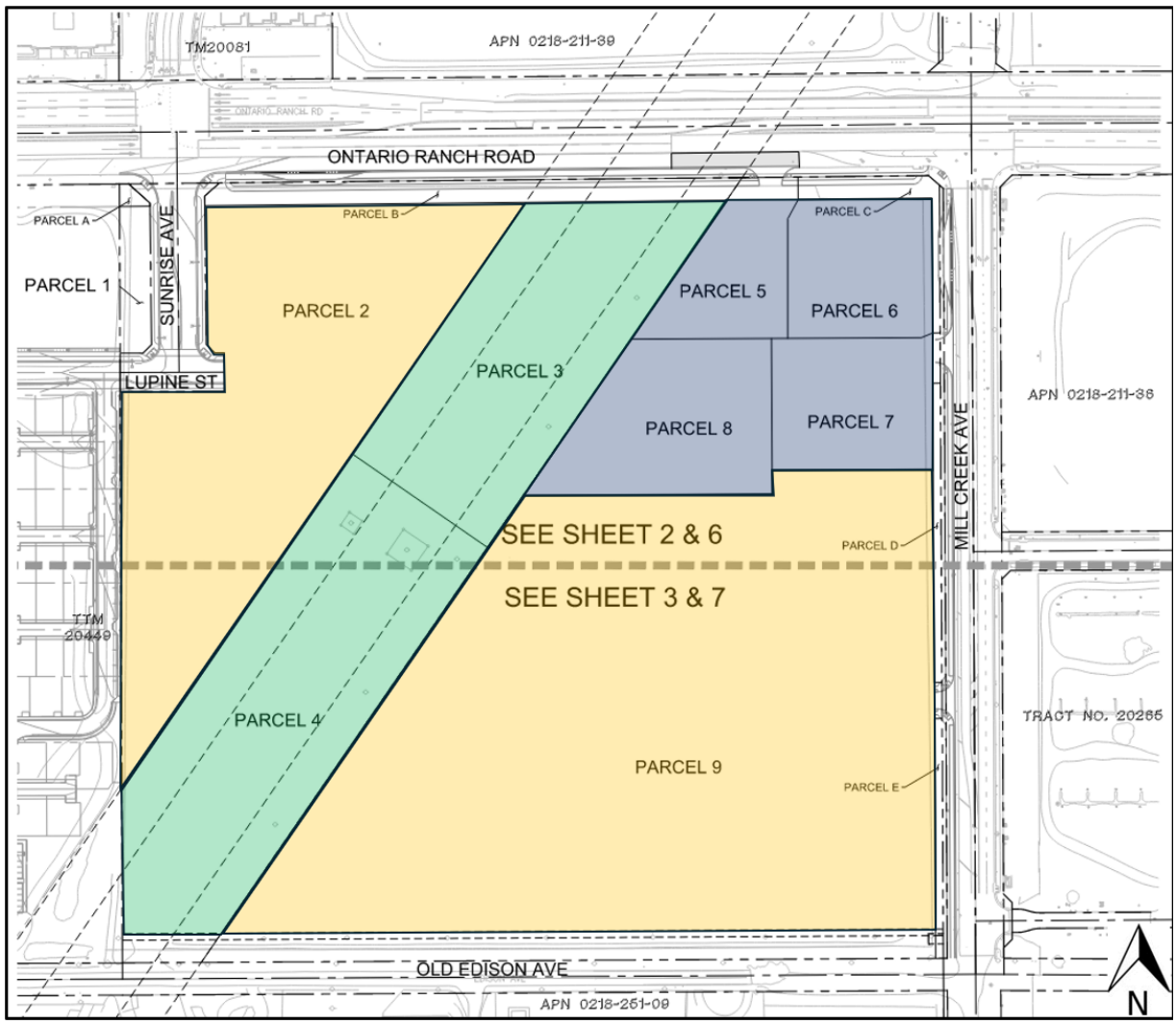


Exhibit B: TENTATIVE PARCEL MAP NO. 20792



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVE FILE NO. PDA25-005, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO, LEGACY LAND PARTNERS LLC, AND RICHLAND ONTARIO DEVELOPERS LLC TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE PARCEL MAP NO. 20792 (FILE NO. PMTT24-001), LOCATED ON THE SOUTHWEST CORNER OF ONTARIO RANCH ROAD AND MILL CREEK AVENUE WITHIN PLANNING AREA 5B OF THE RICH HAVEN SPECIFIC PLAN (APN: 0218-211-43).

WHEREAS, Richland Ontario Developers, LLC ("Applicant") has filed an Application for the approval of a Development Agreement, File No. PDA25-005, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 35.4 acres of land, located on the southwest corner of Ontario Ranch Road and Mill Creek Avenue within Planning Area 5B of the Rich Haven Specific Plan; and

WHEREAS, the Applicant submitted Tentative Parcel Map No. 20792 (File No. PMTT24-001), subdividing 35.4 acres of land to facilitate the construction of four commercial buildings totaling 123,247 square feet and for future residential purposes; and

WHEREAS, the environmental impacts of this Project were previously reviewed in conjunction with the Rich Haven Specific Plan Amendment (File No. PSPA22-001), for which an Environmental Impact Report (State Clearinghouse No. 2022100425) was adopted by the City Council on June 20, 2023. This Application introduces no new significant environmental impacts; and

WHEREAS, the City's "Local Guidelines for the Implementation of the California Environmental Quality Act (CEQA)" provide for the use of a single environmental assessment in situations where the impacts of subsequent projects are adequately analyzed; and

WHEREAS, Ontario Development Code Table 2.02-1 (Review Matrix) grants the City Council the responsibility and authority to review and make recommendations to the City Council on the subject Application; and

WHEREAS, the Project has been reviewed for consistency with the Housing Element of the Policy Plan component of The Ontario Plan, as State Housing Element law (as prescribed in Government Code Sections 65580 through 65589.8) requires that development projects must be consistent with the Housing Element, if upon consideration of all its aspects, it is found to further the purposes, principals, goals, and policies of the Housing Element; and

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and is subject to, and must be consistent with, the policies and criteria set forth in the Ontario International Airport Land Use Compatibility Plan (hereinafter referred to as "ALUCP"), which applies only to jurisdictions within San Bernardino County, and addresses the noise, safety, airspace protection, and overflight impacts of current and future airport activity; and

WHEREAS, City of Ontario Development Code Division 2.03 (Public Hearings) prescribes the manner in which public notification shall be provided and hearing procedures to be followed, and all such notifications and procedures have been completed; and

WHEREAS, on February 24, 2026 the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

WHEREAS, on March 17, 2026, the City Council of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

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

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND RESOLVED by the City Council of the City of Ontario, as follows:

SECTION 1. Environmental Determination and Findings. As the recommending body for the Project, the City Council has reviewed and considered the information contained in the previous Certified EIR and supporting documentation. Based upon the facts and information contained in the previous Certified EIR and supporting documentation, the City Council finds as follows:

(1) The environmental impacts of this Project were previously reviewed in conjunction with the Rich Haven Specific Plan Amendment (File No. PSPA22-001), for which an Environmental Impact Report (State Clearinghouse No. 2022100425) was adopted by the City Council on June 20, 2023; and

(2) The previous Certified EIR contains a complete and accurate reporting of the environmental impacts associated with the Project; and

(3) The previous Certified EIR was completed in compliance with CEQA and the Guidelines promulgated thereunder; and

(4) The previous Certified EIR reflects the independent judgment of the City Council; and

(5) The proposed Project will introduce no new significant environmental impacts beyond those previously analyzed in the previous Certified EIR, and all mitigation

measures previously adopted with the Certified EIR, are incorporated herein by this reference.

SECTION 2. Subsequent or Supplemental Environmental Review Not Required. Based on the information presented to the City Council, and the specific findings set forth in Section 1, above, the City Council finds that the preparation of a subsequent or supplemental Certified EIR is not required for the Project, as the Project:

(1) Does not constitute substantial changes to the Certified EIR that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

(2) Does not constitute substantial changes with respect to the circumstances under which the Certified EIR was prepared, that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and

(3) Does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Certified EIR was certified/adopted, that shows any of the following:

(a) The project will have one or more significant effects not discussed in the Certified EIR; or

(b) Significant effects previously examined will be substantially more severe than shown in the Certified EIR; or

(c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the City declined to adopt such measures; or

(d) Mitigation measures or alternatives considerably different from those analyzed in the Certified EIR would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

SECTION 3. Housing Element Compliance. Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the recommending body for the Project, the City Council finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan. The project site is not one of the properties in the Housing Element Sites contained in Tables B-1 and B-2 (Housing Element Sites Inventory) of the Housing Element Technical Report.

SECTION 4. Airport Land Use Compatibility Plan ("ALUCP") Compliance. The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the

State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

(1) On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the recommending body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the CITY COUNCIL, therefore, finds and determines that the Project is consistent with the policies and criteria set forth within the ONT ALUCP; and

(2) On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport ("CNO") Overlay Zoning District ("OZD") and Reference I, Chino Airport Land Use Compatibility Plan ("CNO ALUCP"). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the recommending body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the City Council, therefore, finds and determines that the Project is consistent with the policies and criteria set forth within the California Airport Land Use Planning Handbook and the Chino ALUCP.

SECTION 5. Concluding Facts and Reasons. Based upon the substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Section 1 through 4, above, the City Council hereby concludes as follows:

(1) The Development Agreement applies to approximately 35.4 acres of land located on the southwest corner of Ontario Ranch Road and Mill Creek Avenue within Planning Area 5B of the Rich Haven Specific Plan; and

(2) The Development Agreement establishes parameters for the development of land within the Rich Haven Specific Plan. The Development Agreement also grants the

Applicant, the right to develop, the ability to quantify the fees; and establish the terms and conditions that apply to those projects. These terms and conditions are consistent with The Ontario Plan Policy Plan (General Plan), design guidelines and development standards for the Rich Haven Specific Plan; and

(3) The Development Agreement grants the Applicant a vested right to develop Tentative Pacel Map 20792 (File No. PMTT24-001) as long as the Applicant complies with the terms and conditions of the Rich Haven Specific Plan and EIR. Tentative Parcel Map 20792 southwest corner of Ontario Ranch Road and Mill Creek Avenue and proposes to subdivide 35.4 acres of land into 9 numbered lots and 5 lettered lots to facilitate the construction of four commercial buildings totaling 123,247 square feet and for future residential purposes; and

(4) The Development Agreement has been prepared in conformance with the goals and policies of The Ontario Plan Policy Plan (General Plan); and

(5) The Development Agreement does not conflict with the Land Use Policies of The Ontario Plan Policy Plan (General Plan) and will provide for development, within the district, in a manner consistent with the Policy Plan and with related development; and

(6) This Development Agreement will promote the goals and objectives of the Land Use Element of the Policy Plan; and

(7) This Development Agreement will not be materially injurious or detrimental to the adjacent properties and will not have a significant impact on the environment or the surrounding properties for which an Addendum to Environmental Impact Report (State Clearinghouse No. 2022100425) was adopted by the City Council on June 20, 2023; and

(8) This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by this reference.

SECTION 6. Based upon the findings and conclusions set forth in Sections 1 through 5, above, the City Council hereby APPROVES the Development Agreement (File No. PDA24-004), attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 7. The City Council acknowledges that refinements and further development of the Ontario Ranch development area may demonstrate that changes are appropriate with respect to the details and performance of the parties under the Development Agreement. The City Council desires to retain a certain degree of flexibility with respect to the details of the Ontario Ranch developments, and with respect to those items covered in general terms under the Development Agreement. If and when the City Manager (or designee) and the Developer mutually find that changes, adjustments, or clarifications are appropriate to further the intended purposes of the Development Agreement, and such are not materially inconsistent with the Development Agreement, they may, unless otherwise required by law, effectuate such changes, adjustments, or

clarifications by written amendment to this Agreement, or through one or more memoranda which are mutually approved by the City Manager on behalf of the City and by the Developer, and, after execution, shall be attached to the Development Agreement and become a part thereof. Unless otherwise required by law, no such changes, adjustments, or clarifications shall require prior notice or hearing before the City Council. The City Manager, with the approval of the City Attorney, shall have the authority but not the obligation to execute amendments, memoranda or other documents, and may take any action necessary to implement the Development Agreement.

SECTION 8. The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

SECTION 9. The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 10. 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 Ontario 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 11. This Ordinance shall become effective 30 days following its adoption.

SECTION 12. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within 15 days following the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 7th day of April 2026.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held March 17, 2026 and adopted at the regular meeting held April 7, 2026 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. _____ duly passed and adopted by the Ontario City Council at their regular meeting held April 7, 2026 and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

FILE NO. PDA25-005

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

Legacy Land Partners, LLC,
a Florida limited liability company

and

Richland Ontario Developers, LLC
a Delaware limited liability company

(Development Agreement to follow this page)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF ONTARIO
CITY CLERK / RECORDS MANAGEMENT
303 EAST "B" STREET
ONTARIO, CA 91764-4196

Exempt from Fees Per Gov. Code § 6103

Space above this line for Recorder's Use Only

FILE NO. PDA25-005

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

Legacy Land Partners, LLC,
A Florida limited liability company

and

Richland Ontario Developers, LLC
a Delaware limited liability company

_____, 2026

San Bernardino County, California

DEVELOPMENT AGREEMENT PDA25-005

This Development Agreement (hereinafter "Agreement") is entered into effective as of the ____ day of _____, 2026 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY"), and Legacy Land Partners, LLC and Richland Ontario Developers, LLC (hereinafter "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the CITY and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that Rich Haven Specific Plan (State Clearinghouse No.2022100425 (the "FEIR"). The City Council found and determined that the FEIR was prepared in accordance with the requirements of the California Environmental Quality Act and adequately describes the impacts of the project described in the FEIR, which included consideration of this Agreement; and

WHEREAS, this Agreement and the Project are consistent with the CITY's Comprehensive General Plan and the Rich Haven Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary

improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

WHEREAS, the Property is located in an area of the City of Ontario that has been known as the "New Model Colony" area and the New Model Colony area has now been renamed as "Ontario Ranch."

WHEREAS, the property developer/owners are made aware of the South Archibald Trichloroethylene (TCE) Plume Disclosure Letter (Exhibit "G"). Property owner may wish to provide the attached Letter as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq. This may include notifications in the Covenants, Conditions and Restrictions (CC&Rs) or other documents related to property transfer and disclosures. Additional information on the plume is available from the Santa Ana Regional Water Quality Control Board at http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004658.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Ontario, California, a California municipal corporation.

1.1.3 "Construction Agreement" means that certain Agreement for the Financing and Construction of Phases I and II Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony, entered into between the CITY and NMC Builders as of the 4th day of October, 2005, and all amendments thereto and "Construction Agreement Amendment" means that First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve and Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 21st day of August 2012.

1.1.4 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including,

but not limited to: grading; the construction of public infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.5 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

(a) specific plans and specific plan amendments;

(b) tentative and final subdivision and parcel maps;

(c) development plan review;

(d) conditional use permits (including model home use permits), public use permits and plot plans;

(e) zoning;

(f) grading and building permits.

1.1.6 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.7 “Development Impact Fee” means a monetary exaction, other than a tax or special assessment, whether characterized as a fee or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and, for purposes of this Agreement only, includes fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, For purposes of this Agreement only, "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services

under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superceded, including by amendment or replacement.

1.1.8 "Development Plan" means the Existing Development Approvals and the Existing Land Use Regulations applicable to development of the Property.

1.1.9 "Effective Date" means the date that the ordinance approving this Agreement goes into effect.

1.1.10 "Existing Development Approvals" means all Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals includes the Approvals incorporated herein as Exhibit "C" and all other Approvals which are a matter of public record on the Effective Date.

1.1.11 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date. Existing Land Use Regulations includes the Regulations incorporated herein as Exhibit "D" and all other Land Use Regulations that are in effect and a matter of public record on the Effective Date.

1.1.12 "General Plan" means the General Plan adopted on August 16, 2022.

1.1.13 "Improvement" or "Improvements" means those public improvements required to support the development of the Project as described in the Tract Map conditions for Parcel Map No. 20792 as further described in Exhibit "F" (the "Infrastructure Improvements Exhibit").

1.1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

1.1.15 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.16 “Model Units” includes model units, private common recreation facilities and sales facilities constructed by OWNER prior to the construction of any Production units and not offered for sale and occupancy for a period of time after the issuance of permits for Production Units.

1.1.17 “Net MDD” means net maximum daily water demand.

1.1.18 “NMC Builders” means the consortium of investors and developers responsible for the construction of infrastructure within the New Model Colony incorporated as NMC Builders, LLC.

1.1.19 “OWNER” means the persons and entities listed as owner on page 1 of this Agreement and their permitted successors in interest to all or any part of the Property.

1.1.20 “Phase 2 Water EDUs” means the number of equivalent dwelling units or non-residential square footage assigned to OWERN upon payment to CITY of the Phase 2 Water Participation Fee for the Project and evidenced by the issuance by CITY of a Certificate of Phase 2 Net MDD Availability in the form attached as Exhibit “G”. 1.1.21 “Phase 2 Water Improvements” means the future water infrastructure Improvements required for the issuance by CITY of the “Water Availability Equivalents” (WAE) for the Project.

1.1.21 “Phase 2 Water Participation Fee” means the fee paid to City upon City approval of the first Development Entitlement for the Project, to fund the Property’s respective share of the projected costs of the design and construction of the Phase 2 Water Improvements by City. The Phase 2 Water Participation Fee shall be the calculated amount of the Regional Water DIF for the Project based upon the number of units, and land use category for residential units or the number of square feet, and land use category for non-residential square footage of the Project.

1.1.22 “Production Unit(s)” means all units constructed for sale and occupancy by OWNER and excludes the specified number of Model Units constructed by OWNER for promotion of sales.

1.1.23 “Project” means the development of the Property contemplated by the Development Plan, as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.24 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.25 “Reservations of Authority” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.6 of this Agreement.

1.1.26 “Specific Plan” means that certain specific plan adopted by the City Council, and entitled, “Rich Haven Specific Plan.”

1.1.27 "Storm Water Treatment Capacity Availability” means a designated portion of the total Storm Water Treatment Capacity Availability made available through the completion of construction of a Phase of regional storm water treatment facilities by the NMC Builders LLC as described in the Construction Agreement Amendment. The amount, in acres, of Storm Water Treatment Capacity Availability required for the issuance of a grading permit shall be based upon the factors and assumptions listed in the Construction Agreement Amendment.

1.1.28 “Subsequent Development Approvals” means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.29 “Subsequent Land Use Regulations” means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.1.30 “Water Availability Equivalent (WAE)” means a designated portion of the total Net MDD made available through the construction of each Phase described in the Water Phasing Plan of the Construction Agreement. The number of Water Availability Equivalents (of portions thereof) required for the issuance of each building permit shall be based upon water demand factors and assumptions listed in the Construction Agreement and Construction Agreement Amendment as “Water Availability Equivalents by Land Use” for each land use category.

1.1.31 “Amendment to the Construction Agreement” means the amendment to the Construction Agreement modifying the boundaries of the property in Exhibit A of such Construction Agreement to include the Property covered by this Agreement and to provide for the additional funds required for CITY’s future construction of the “Phase 2 Water Improvements” described in a modification to Exhibit C-3 of the Construction Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” — Legal Description of the Property.

Exhibit “B” — Map showing Property and its location.

Exhibit “C” — Existing Development Approvals.

Exhibit “D” — Existing Land Use Regulations.

Exhibit “E” — Description of Required Infrastructure Improvements

Exhibit “F” — Depiction of Required Infrastructure Improvements

Exhibit “G” - Form of Certificate of Net MDD to be issued by CITY

Exhibit “H” – Form of Certificate of DIF Credit to be issued by CITY

Exhibit “I-1” – Ontario Ranch Water Supply Phasing Plan

Exhibit “I-2” - Water Demand Equivalents by Land Use

Exhibit “J” - Form of Plume Disclosure Letter

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof, or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. The term of this Agreement may be extended for an additional five (5) years following expiration of the initial ten (10) year term, provided the following have occurred:

(a) OWNER provides at least 180 days written notice to CITY prior to expiration of the initial term; and

(b) In non-mixed use and residential use only projects, the OWNER shall have obtained, as applicable, building permits for at least seventy percent (70%) of the actual number of residential units permitted under this Agreement; and

(c) OWNER is not then in uncured default of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.), to any person, partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment

shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property. OWNER may be required to provide disclosure that the Property is within the South Archibald Trichloroethylene (TCE) Plume. OWNER may wish to provide the attached Disclosure Letter (Exhibit G) as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq.(b)

(b) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with: (1) an executed agreement, in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned; and (2) the payment of the applicable processing charge to cover the CITY's review and consideration of such sale, transfer or assignment.

(c) Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring owner is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring owner of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the portion of the Property sold, transferred or assigned.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.5 Termination of Agreement with Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Agreement have been paid.

2.4.6 Partial Assignment and Assumption. CITY and OWNER agree OWNER may partially assign its obligations and rights under this Agreement, and all amendments hereto, to a purchaser, transferee or assignee of a lot, which has been subdivided subject to provisions of a partial assignment and assumption agreement in a form approved by CITY. Any such complete and executed partial assignment and assumption of this Agreement shall be submitted to CITY for approval pursuant to Section 2.4.1 of this Agreement. CITY shall review, and if the above conditions, including but not limited to, those conditions in Section 2.4.2, are satisfied, CITY may approve the partial assignment and release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.6 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER and excluded from the transfer or assignment.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section 65868.1. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. Either Party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For purposes of this section, the term "successor in interest" shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation.

2.5.1 Amendment to Reflect Consistency With Future Amendments to the Construction Agreement. To the extent any future amendment to the Construction Agreement provides for modifications to rights or obligations that differ from or alter the same or similar rights or obligations contained in this Development Agreement, OWNER reserves the right to request an amendment to the Development Agreement to reflect any or all of such modifications.

2.5.2 Minor Modification. Upon the written application of OWNER, minor modifications and changes to the Development Plan including modifications to building design or footprint (not affecting minimum setbacks), parking layout and design, and landscape area design may be approved by the Director of the Planning Department without the need to amend this Development Agreement. Other changes in the Development Plan shall be processed pursuant to the City Zoning Ordinance. It is also contemplated by CITY and OWNER that OWNER may, from time to time, seek amendments to one or more of the Development Approvals. Any such amendments are contemplated by CITY and OWNER as being within the scope of this Agreement as long as they are consistent with the Land Use Regulations and shall, upon approval by CITY, continue to constitute the Development Approvals as referenced herein. The parties agree that any such modifications or amendments shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any public facilities and services mitigation fees paid pursuant to Section 4.2 of this Agreement by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to CITY:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

If to OWNER:
Richland
Attn: Craig Cristina, Vice President
3161 Michelson Drive, Suite 425
Irvine, CA 92612

with a copy to:
Ruben Duran, City Attorney
Best Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

with a copy to:
Richland
Attn: Legal Department
3161 Michelson Drive, Suite 425
Irvine, CA 92612

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in accordance with the same manner as it exercises its discretion under its police powers, including the Reservations of Authority set forth herein; provided however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Ca1. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment.

3.4 Requirement for Public Infrastructure Improvements. Development of the Property is contingent in part on the phasing of area-wide infrastructure improvements over which the OWNER has control. The issuance of building permits by CITY for Model Units and Production Units is, in general, contingent on OWNER's completion of needed

infrastructure improvements and the availability of improvements and services to serve the Property.

3.4.1 Attached hereto as Exhibit "F" is a description of the infrastructure improvements needed for the development of the Property ("the Infrastructure Improvement Exhibit").

3.4.2 Construction of Model Units, private common recreation facilities, and sales facilities is subject to plan submittal by OWNER and approval by CITY. Said plan shall illustrate that adequate public infrastructure is available to serve these uses and shall describe the utilities and other infrastructure necessary to provide sufficient fire protection and other public health and safety requirements.

3.5 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER shall apply for a Subsequent Development Approval to effectuate such change and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit "C", and may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in CITY's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

(a) Alter the permitted uses of the Property as a whole; or,

(b) Increase the density or intensity of use of the Property as a whole; or,

(c) Increase the maximum height and size of permitted buildings; or,

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,

(e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.6 Reservations of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules,

regulations and policies where the new rules, regulations and policies consist of the following:

(a) Processing fees by CITY to cover costs of processing applications for development approvals or for monitoring compliance with any development approvals;

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records and any other matter of procedure;

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided however that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan;

(d) Regulations that may conflict with this Agreement and the Development Plan but that are reasonably necessary to protect the residents of the project and/or of the immediate community from a condition perilous to their health or safety;

(e) Regulations that do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan;

(f) Regulations that may conflict but to which the OWNER consents.

3.6.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Development Plan, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

3.6.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations

preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.6.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

3.7 Public Works; Utilities. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction. As a condition of development approval, OWNER shall connect the Project to all utilities necessary to provide adequate water, recycled water, sewer, gas, electric, and other utility service to the Project. As a further condition of development approval, OWNER shall contract with the CITY for CITY-owned or operated utilities for this purpose, for such price and on such terms as may be available to similarly situated customers in the CITY.

3.7.1 OWNER agrees that development of the Project shall require the construction of Storm Drain facilities from the Property to the connection with the County Line Channel as attached in Exhibit E and Exhibit F. OWNER shall be responsible for the construction of the necessary extension of master planned Storm Drain facilities.

3.7.2 OWNER agrees that development of the Project shall require the construction of street improvements as attached in Exhibit E and Exhibit F.

3.7.3 OWNER agrees that development of the Property shall require the extension of permanent water and recycled water utility infrastructure as attached in Exhibit E and Exhibit F consisting generally of the construction of the extension of permanent water and recycled water utility improvements to serve the Property. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the water and recycled water Improvements as attached in Exhibit F. OWNER also agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property.

3.7.4 OWNER agrees that development of the Property shall require the extension of permanent sewer improvements, at OWNER's sole cost and expense,

as attached in Exhibit E and Exhibit F consisting generally of the construction of the extension of sewer infrastructure to serve the Property.

3.7.5 OWNER agrees that development of the Property shall require the extension of permanent master planned fiber optic communications infrastructure, at OWNER's sole cost and expense, as described in the attached in Exhibit E and Exhibit F consisting generally of the construction of the extension of fiber optic communications infrastructure to serve the Property.

3.8 Acquisition of Offsite Provision of Real Property Interests. In any instance where OWNER is required by any Development Approval or Land Use Regulation and the Construction Agreement to construct any public improvement on land not owned by OWNER ("Offsite Improvements"), the CITY and OWNER shall cooperate in acquiring the necessary legal interest ("Offsite Property") in accordance with the procedures set forth in Section 2.4 of the Construction Agreement. This section 3.8 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority.

3.8.1 CITY Acquisition of Non-Construction Agreement Offsite Property. In the event OWNER is required to construct any public improvements on land not owned by OWNER, but such requirement is not based upon the Construction Agreement, Sections 3.8.1 and 3.8.2 shall control the acquisition of the necessary property interest(s) ("Non-Construction Agreement Offsite Property"). If the OWNER is unable to acquire such Non-Construction Agreement Offsite Property, and following the written request from the OWNER to CITY, CITY agrees to use reasonable and diligent good faith efforts to acquire the Non-Construction Agreement Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Non-Construction Agreement Offsite Property by negotiation within thirty (30) days after OWNER'S written request, CITY shall, initiate proceedings utilizing its power of eminent domain to acquire that Non-Construction Agreement Subject Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Non-Construction Agreement Offsite Property, subject to the conditions set forth in this Section 3.8. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.8.1 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Non-Construction Agreement Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY.

3.8.2 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the

owner of the Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to that Non-Construction Agreement Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Non-Construction Agreement Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Non-Construction Agreement Offsite Property.

3.9 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate fully, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.10 Tentative Tract Maps; Extension. With respect to applications by OWNER for tentative subdivision maps for portions of the Property, CITY agrees that OWNER may file and process tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. In accordance with the provisions of Section 66452.6 of the Government Code, each tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be deemed to have been granted an extension of time to and until the date that is five (5) years following the Effective Date of this Agreement.; The CITY's City Council may, in its discretion, extend any such map for an additional period of up to five (5) years beyond its original term, so long as the subdivider files a written request for an extension with the City prior to the expiration of the initial five (5) year term.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits

conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Development Impact Fee. Development Impact Fees (DIF) shall be paid by OWNER. The Development Impact Fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to impose new Development Impact Fees or amend the amounts of existing Development Impact Fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permit for each applicable residential or other unit, except for the Open Space and Habitat Acquisition Development Impact fee, which shall be paid by OWNER to CITY prior to the issuance of a grading permit. Deferral of the payment of Development Impact Fees may be granted pursuant to a separate agreement approved by City pursuant to City policy. Any existing Development Impact Fee (DIF) credits held by the Owner or any affiliated entity shall be applied toward the payment of DIFs as required under Subsection 4.2.1.

4.2.3 Parkland and Quimby Act Fees. Pursuant to the General Plan (Ontario Plan) Goal PR1, Policy PR1-5 (achievement of a park standard of 5 acres of parkland per 1,000 residents) OWNER shall provide improved parks, developed in accordance with the City's park standards in an amount equal to two (2) acres per 1,000 of projected population without credit, reimbursement, offset or consideration from City. Such areas shall either be dedicated to the City or transferred to a homeowners' association. If approved by the City Manager, OWNER may satisfy this requirement through the development of non-public recreation facilities such as private recreational clubhouses or pool facilities. Credit for such private recreational facilities areas shall be limited to a maximum of 50% of the foregoing park development requirement. If OWNER's Project does not provide dedicated and developed park acreage equal to two (2) acres per 1,000 projected population, OWNER shall pay a fee in-lieu equal to the per acre estimated costs of acquisition and development of parkland in the City's Development Impact Fee for the calculated park acreage deficiency. Such in-lieu fee shall be due and payable prior to the issuance of the first building permit for Production Units issued to OWNER. Any park dedication and/or improvements in excess of such two (2) acres per thousand standard, provided such park has been developed in accordance with the City's park standards and is open to the public generally, shall entitle OWNER to a credit toward its obligations under the Quimby Act (Gov. Code, § 64477) and the City's implementing ordinance and/or resolution

(collectively "**Quimby Act Obligations**"), and to the extent OWNER's Quimby Act Obligations are satisfied, OWNER shall be entitled to have the City acquire such developed and publicly available parks as Non-Program Interests in accordance with Section 4.3.3 below. **(Other provisions will be added that are Project-specific, if applicable).**

4.3 Responsibility for Construction of Public Improvements.

4.3.1 Timely Construction of Public Infrastructure. The phasing of the areawide infrastructure construction within the New Model Colony will be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all public infrastructure required for the Project as shown on the attached Exhibit "F" and any and all tentative tract map conditions. Unless otherwise specified in the Subdivision Agreement/Tract Map conditions, all other required Improvements for each Tract Map, shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of the first building permit for production units for each such Tract Map. All Infrastructure and Improvements shall be completed as required by the Subdivision Agreement/Tract Map conditions for Parcel Map No. 20792.

4.3.2 Construction of DIF Program Infrastructure (Construction Agreement). To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program and the Construction Agreement between CITY and NMC Builders LLC, CITY agrees that CITY shall issue DIF Credit in accordance with the provisions of the Construction Agreement and any amendments thereto. Use of DIF Credit issued to OWNER as a member of NMC Builders LLC to offset OWNER's DIF payment obligations shall also be subject to the provisions of the Construction Agreement and any amendments thereto.

4.3.3 Construction of DIF Program Infrastructure (Non-Construction Agreement). To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program and such public improvements are not included the Construction Agreement between CITY and NMC Builders LLC, CITY agrees that CITY shall issue DIF Credit and DIF Reimbursement in accordance with the provisions of a separate Fee Credit Agreement between CITY and OWNER. Limitation on the use of DIF Credit issued to OWNER to offset OWNER's DIF payment obligations shall also be subject to the provisions of a separate Fee Credit Agreement. OWNER may also be eligible to receive reimbursement from DIF collected by CITY and paid by other development that benefits from OWNER's construction of DIF Program Infrastructure. Any such DIF Reimbursement shall be subject to a Fee Credit Agreement between CITY and OWNER. CITY and OWNER agree that the Fee Credit Agreement between CITY and OWNER shall comply with CITY's adopted policies applicable to such agreements.

4.3.4 Availability and use of Recycled Water. OWNER agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property.

4.4 Affordable Housing Requirement.

4.4.1 Affordable Housing- Number of Units. OWNER shall provide a minimum number of affordable housing units, equivalent to 10% of the OWNER's total approved residential units within the Project, that are affordable to very low, low and moderate income households. Such requirement for affordable housing shall be met through one, or a combination of one or more, of the options provided in the following Sections 4.3.2.1 through 4.3.2.1. For the purposes of this Section, any term not defined in this Agreement shall be as defined by California Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.).

4.4.2 Affordability Spread. Of the total number of residential dwelling units specified in Section 4.4.1, to be constructed or rehabilitated pursuant to Sections 4.4.2.1 or 4.4.2.2 respectively, thirty percent (30%) shall be available to very low income, thirty percent (30%) shall be available to low income and forty percent (40%) shall be available to moderate income households. "**Households**" shall be as defined by California Health and Safety Code Section 50053.

4.4.2.1 New Construction. If OWNER elects to fully or partially satisfy the affordable housing requirement by the construction of new residential units, it shall construct and restrict the affordability of residential dwelling units within its Project or, at OWNER's option and with the approval of the City, within another project elsewhere within the City. The affordable units constructed shall be intermingled with other units as part of the Project, and shall be built to the same construction, design and aesthetic standards, as well as number of rooms, as other units constructed as part of that OWNER's Project. In addition, the percentage ratio of affordable units offered for sale versus those offered for rent shall equal the percentage ratio of other units offered for sale versus for rent within OWNER's Project. Such construction shall be completed no later than the date that is five (5) years following the issuance of the first building permit for OWNER's Project; provided however that to the extent OWNER has not constructed the required percentage of units, based on the number of building permits for non-restricted units, OWNER shall, prior to the issuance of such building permits, provide security (in the form and substance approved by the City Manager and City Attorney) to City in order to ensure the faithful completion of such required percentage of construction of affordable units. If OWNER elects the option of constructing new affordable units, a detailed Affordable Housing Agreement specifying terms for the allowable monthly housing costs or rents (as applicable) and maintenance and occupancy standards shall be prepared, executed and recorded against such units as a condition to the issuance of a building permit. The Affordable Housing Agreement shall hold a recorded

priority position senior to any other non-statutory lien or encumbrance affecting the unit.

4.4.2.2 Rehabilitation. If OWNER elects to fully or partially satisfy the affordable housing requirement by the substantial rehabilitation of existing residential units in the City, it shall substantially rehabilitate and restrict the affordability of, the number of residential units specified in Section 4.4.1, provided that such units shall be provided elsewhere within the City. The rehabilitation work shall be substantial and of high quality and shall also address any deferred property maintenance issues on the property. "**Substantial rehabilitation**" shall mean rehabilitated multi-family rented dwelling units with three or more units and the value of the rehabilitation constitutes 25 percent of the after rehabilitation value of the dwelling, inclusive of land value pursuant to Health and Safety Code Section 33413(b)(2)(A)(iii-iv) as such section exists as of the Effective Date of this Agreement. If OWNER chooses the option of rehabilitation of existing housing units within the City, a detailed Affordable Housing Agreement specifying the terms for the allowable month housing costs or rents (as applicable) and maintenance and occupancy standards shall be prepared, executed and recorded against such units as a condition to the issuance of a building permit. Such rehabilitation shall be completed no later than the date that is five (5) years following the issuance of the first building permit for OWNER's Project; provided however that to the extent OWNER has not rehabilitated the required percentage of units, based on the number of building permits, OWNER shall, prior to the issuance of such building permits, provide security (in the form and substance approved by the City Manager and City Attorney) to the City in order to ensure the faithful completion of such required percentage of rehabilitation.

4.4.2.3 In-Lieu Fee. If OWNER has not fully complied with the requirements of Section 4.4.1 by providing the minimum number of affordable units through the construction of new affordable units or by the substantial rehabilitation of existing units, shall pay an "**Affordability In-Lieu Fee**". If OWNER has not provided any affordable residential units by construction or rehabilitation, the Affordability In-Lieu fee shall be equal to Three Dollars Thirty-Seven Cents ($3.37) per square foot of residential development within OWNER's Project or, if pre-paid as set forth below, Two Dollars Ninety-Six ($2.96) per square foot of residential development within OWNER's Project. If OWNER has partially complied with the requirements of Section 4.4.1 by construction or rehabilitation of less than the minimum number of units, then the Affordability In-lieu Fee shall be recalculated and reduced in consideration of the number and type of affordable units provided. The Affordability In-Lieu Fee shall be paid by OWNER to City no later than prior to the issuance of each building permit within OWNER's Project based on the square footage of the residential unit for which such building permit is sought; provided however that OWNER may, at OWNER's election, pre-pay such Affordability In-Lieu Fee by paying such Affordability In-Lieu Fee within

thirty (30) days following the earliest discretionary approval by the City for OWNER's Project, including, but not limited to, any general plan amendment, specific plan adoption, development agreement, tentative map approval, variance, conditional use permit, or resolution of intention to form any public financing mechanism. The Three Dollars Thirty-Seven Cents ($3.37 Two Dollars Ninety-Six ($2.96) per square foot amounts shall automatically be increased annually, commencing on July 1, 2024, and automatically each July 1 thereafter. Such adjustment shall be based on the percentage increase (but no decrease) in the Consumer Price Index (Riverside - San Bernardino - Ontario, CA) (December 2017=100) over the preceding year. The pre-paid Affordability In-Lieu Fee shall be calculated based on the maximum floor area ratio (FAR) permitted within the General Plan and any applicable FAR contained within the applicable specific plan, whichever is greater, and the Maximum Development Density. For purposes of this Agreement, "**Maximum Development Density**" shall be determined by multiplying the OWNER's Project's density for residential development potential as set forth in the General Plan or the applicable Specific Plan, whichever is less, by the net acreage of land within OWNER's Project. All "Affordability In-Lieu Fees" collected by the City shall be used to promote the construction of affordable housing within the City.

4.4.2.4 Affordability Covenants. Prior to the issuance of the first building permit for any affordable unit, the City and OWNER shall enter into an Affordable Housing Agreement Affordability shall be assured for a period of forty-five (45) years for for-sale units and fifty-five (55) years for rentals. For rental units, base rents shall be established by the City and rental adjustments required by the City shall be performed on an annual basis. In addition, the Affordable Housing Agreement shall impose maximum occupancy limits of 2 occupants per bedroom plus 1 additional occupant per dwelling unit, and a requirement for the owner or tenant to properly maintain each dwelling unit.

4.4.2.5 Transfer of Affordable Project. No transfer of title to any affordable housing project shall occur without the prior written consent of the City. In the event OWNER transfers title to any affordable housing project required to be constructed pursuant to this Agreement to a non-profit entity, or other entity, that receives an exemption from ad valorem real property taxes, the City shall be required to assure payment of an annual in lieu fee to the City on July 1 of each year equal to one-tenth of one percent (0.1%) of the assessed value of such project. The City may permit OWNER to satisfy this obligation by recorded covenants against the property and enforceable against said entity by the City. Any such covenants shall be approved by the Planning Director and the City Attorney.

4.5 Schools Obligations.

4.5.1 Written Evidence of Compliance with Schools Obligations. OWNER shall, either through joint or individual agreements between OWNER and the applicable school district(s), shall satisfy its new school obligations. The new school obligations for the Mountain View School District in the Ontario Ranch area have been projected to include the acquisition or dedication of school sites for, and construction of, up to eight (8) schools. Of these eight (8) schools, six (6) are to be elementary (K-5) grade schools and two (2) are to be middle grade schools. The new school obligations for the Chaffey Joint Union High School District in the Ontario Ranch area have been projected to include the dedication of a school site for, and construction of, an additional high school. The new school obligations for the applicable school district shall be met by a combination of the following: (1) designating and dedicating school site(s) within the Property as set forth in the General Plan, and/or (2) paying school impact fees, (3) entering into a joint mitigation agreement or individual mitigation agreements, or (4) any combination of the foregoing. Written evidence of approval by the applicable school district that OWNER has met their school obligations may be required by the City as the condition to the issuance by the City of any entitlements for OWNER's Project. In the event OWNER is unable to provide such written evidence from the applicable school district(s), the City shall have the right to decline to honor any DIF Credit, Certificates of MDD Availability, Certificates of Storm Water Treatment Capacity Availability, or any combination thereof, presented by such OWNER, without liability to the City. To the extent that a joint mitigation agreement is approved by the applicable school district(s), and OWNER is a participant in good standing in such mitigation agreement, OWNER shall be deemed to have mitigated its new school obligations under this Section 4.4.1.

4.6 Net MDD/Water Availability Equivalents.

4.6.1 Effectiveness of Agreement. Notwithstanding anything else set forth in this Agreement, CITY and OWNER each acknowledge, confirm, and agree, that (i) the City approval of this Agreement and (ii) the effectiveness of this Agreement, in each case, is conditioned upon OWNER's admission to NMC Builders as a "Member" thereof pursuant to the terms and conditions of the operating agreement of NMC Builders. OWNER and CITY agree that OWNER shall become a Member of NMC Builders within 30 days of the effective date of this Agreement.

4.6.1 Assigned Net MDD/Water Availability Equivalents. The City has agreed with NMC Builders LLC to reserve exclusively for Members of NMC Builders, including OWNER, Net MDD made available through the construction of water system improvements funded by NMC Builders LLC. NMC Builders has assigned to OWNER its allocable share of the Net MDD issued by City. The provisions of the Construction Agreement Amendment requires that the City shall not approval a final tract map or issue building permits or certificates of occupancy for the area of development within the New Model Colony served by the water system improvements funded by NMC Builders LLC, except to the bearer of an Assignment of Net MDD Water Availability.

4.6.2 Requirement of NMC Builders, LLC Membership as a Phase 2 Water Member. OWNER and CITY agree that OWNER's' payment to CITY required by Section 4.7.3 below represents OWNER's contribution to the funding required for the future construction of the Phase 2 Water Improvements and the availability of additional Net MDD Water Availability required for the development of the Property described in Exhibit A of this Agreement.

4.6.3 CITY issuance of Water Availability Equivalents. Within 30 days after the effectiveness of this Development Agreement OWNER shall pay or have paid to City the applicable Phase 2 Water Participation Fee. The Phase 2 Water Participation Fee shall be the calculated based on the amount of the Regional Water DIF for the applicable land use category and the square footage of the applicable buildings. The calculated amount of the Phase 2 Water Participation Fee shall be paid to City within 30 days after the effective date of this Agreement or, at OWNER's option, the Phase 2 Water Participation Fee may be paid to City in two (2) installments. The first installment shall be fifty percent (50%) of the total Phase 2 Water Participation Fee and such first installment shall be due and payable to City within 30 days after the effective date of this Development Agreement. The second installment shall be the remaining amount of the Phase 2 Water Participation Fee and such second installment shall be due and payable to City within one (1) year after the payment of the first installment, or prior to, and as a condition precedent to, the recording of any final Parcel Map for the Project, whichever occurs first. Upon OWNER's complete payment to CITY of the Phase 2 Water Participation Fee CITY shall issue a Certificate of Water Availability Equivalents in the form attached hereto as Exhibit G. Such Water Availability Equivalents Certificate shall be issued by CITY within thirty (30) days of the receipt of such required payment. CITY and OWNER agree that the amount of Water Availability Equivalents issued to OWNER shall be based on the maximum projected need for Water Availability Equivalents required for the Property based upon water demand factors and assumptions listed in Exhibit C-2R of the Phase 2 Water Amendment to the Construction Agreement "Water Demand Equivalents by Land Use" for each land use category. Additionally, within five (5) business days of CITY's receipt of OWNER's payment as required under this Section 4.5.2, CITY shall issue a certificate of DIF Credit against OWNER's DIF obligations in the Regional Water DIF Category.

4.6.2 Use of Assigned Net MDD Water Availability. OWNER shall provide evidence of sufficient Net MDD Water Availability Equivalents (or portions thereof) prior to and as a condition precedent to, the City's approval of any and all tract maps for the Property. The amount of Net MDD Water Availability Equivalents required for City's approval of a tract map shall be based upon water demand factors and assumptions listed in Exhibit C-2R of the Construction Agreement Amendment as "Water Demand Equivalents by Land Use" for each land use category.

4.6.3 Requirement for other Water System Improvements. A Certificate of Net MDD Availability is evidence only of available water capacity and does not satisfy

any other conditions applicable to an OWNER's Project, including those relating to design and construction of master-planned potable water and recycled water transmission and distribution system for the respective pressure zone and other public infrastructure requirements.

4.7 Storm Water Capacity Availability.

4.7.1 Requirement for Storm Water Treatment Capacity Availability. OWNER shall provide evidence of sufficient Storm Water Treatment Capacity Availability as reserved in a Certificate of Storm Water Treatment Capacity Availability the same manner and subject to the same limitations as provided for the assignment of Certificates of Net MDD Availability in Section 4.6 of this Agreement.

4.7.2 Use of Storm Water Treatment Capacity Availability. The amount of Storm Water Treatment Capacity Availability required for the issuance of a grading permit to OWNER shall be based upon the Net Residential Acreage of the area to be graded regardless of the corresponding use.

4.7.3 Requirement for other Storm Water Improvements. The Certificate of Storm Water Treatment Capacity Availability is evidence only of available storm water treatment capacity and does not satisfy any other conditions applicable to a particular development project, including those relating to on-site water treatment, water quality, connection to the storm water collection system, or other public infrastructure requirements.

4.8 Maintenance of Open Space. OWNER shall provide for the ongoing maintenance of all park, common areas and open space areas within the Project as more particularly set forth in the Specific Plan, through a homeowners' association as approved by the CITY. Covenants, conditions and restrictions establishing any homeowners' association shall be approved by the Planning Director and City Attorney.

4.9 Edison Easement Improvements. OWNER shall develop as park, trail or open space purposes that area within the Project areas owned in fee by Southern California Edison or in which Southern California Edison has an easement or license, as more particularly set forth in the Specific Plan. Said park, trail or open space development shall be consistent with the New Model Colony Park Master Plan standards for park and open space development. Notwithstanding OWNER's development of park or open space areas as required by this Section 4.10. OWNER shall not be entitled to any credit, offset or reimbursement from the CITY for such park or open space development.

4.10 Compliance with Public Benefits Requirements.

4.11.1 Failure to Provide Public Benefits. In the event OWNER fails or refuses to comply with any condition referenced in Section 4.1 through 4.9, or challenges (whether administratively or through legal proceedings) the imposition of such conditions, OWNER shall be deemed in default of this Agreement pursuant to Section 8.4 hereof, thereby entitling the City to any and all remedies available to it, including, without limitation, the right of the City to withhold OWNER's Project-

related building permits, certificates of occupancy, or discretionary approvals, without liability.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Mechanism(s). In accordance with the Memorandum of Agreement between the CITY and NMC Builders, CITY will cooperate with OWNER in the formation of a CFD, or CFDs, to include all of the Project, to provide a financing mechanism to reimburse the OWNER for funds paid to NMC Builders LLC for OWNER's share of the costs of public infrastructure pursuant to the Construction Agreement and to acquire other public facilities constructed by OWNER subject to the provisions of the Memorandum of Agreement between CITY and NMC Builders LLC. Notwithstanding such reimbursements and acquisitions, OWNER shall remain entitled to DIF Credits as provided for in Article 3 of the Construction Agreement and/or as provided for in a separate Fee Credit Agreement between CITY and OWNER. OWNER agrees that, prior to the recordation of any Tract Map for the Property, the Property shall be included in a CFD to finance City services through annual special taxes that will initially be $1,371.52 per Single Family Detached Dwelling Unit, $1,188.58 per Multiple-Family Dwelling Unit, $996.75 per Gated Apartment Community Dwelling Unit, and $.25 per square foot for Non-Residential buildings. These amounts shall be subject to an automatic increase at a rate not to exceed four (4%) percent per year, unless modified by CITY. CITY shall be the sole and exclusive lead agency in the formation of any CFD, assessment district or other public financing mechanism within the Property; provided however, that the proceeds of any such CFD, assessment district, or financing mechanism may be used, subject to restrictions that may be imposed by applicable law, for the purposes of acquiring, constructing or maintaining public facilities to be owned or operated by other public agencies, including, without limitation those facilities owned or operated by a school district. In addition to the rights of the CITY pursuant to section 5.2 hereof, CITY shall have the right, but not the obligation, to condition the formation of any CFD, assessment district or other public financing mechanism within the Property on the OWNER mitigating all Project-related impacts to the applicable school district(s) as required by such school district(s). Written evidence by such school district(s) may be required by the CITY as the condition to the formation of any CFD, assessment district or other public financing mechanism within the Property, or any steps preliminary thereto, including, without limitation, the adoption of any resolution of intention to form such CFD, assessment district or other public financing mechanism within the Property. It is not the intent of the parties hereto, by this provision, to prohibit or otherwise limit the City's ability to take any and all necessary steps requisite to the formation of the CFD to finance City services through annual special taxes as set forth in this Section 5.1. Formation of any CFD, assessment district or other public financing mechanism within the Property, shall be subject to CITY's ability to make all findings required by applicable law and complying with all applicable legal procedures and requirements including, without limitation, CITY's public financing district policies as such policies may be amended from time to time. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the OWNER with the terms of this Agreement. The OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within fifteen (15) days after the receipt of the Annual Monitoring Report, CITY shall review the Annual Monitoring Report. Prior to the expiration of the fifteen (15) day review period, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee.

6.1.2 Initiation of Special Review. A special review may be called either by agreement between the parties or by initiation in one or more of the following ways:

(1) Recommendation of the Planning staff;

(2) Affirmative vote of at least four (4) members of the Planning Commission; or

(3) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice that the CITY intends to undertake a special review of this Agreement to the OWNER. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which the OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue is upon the OWNER.

6.1.5 Findings Upon Public Hearing. The Planning Commission shall determine upon the basis of substantial evidence whether or not the OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure Upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) The OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with the CITY's rule for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), the CITY determines to proceed with modification or termination of this Agreement, the CITY shall give notice to the property OWNER of its intention so to do. The notice shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not the CITY proposes to terminate or to modify this Agreement; and

(c) Other information that the CITY considers necessary to inform the OWNER of the nature of the proceeding.

6.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, the OWNER shall be given an opportunity to be heard. The OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on the OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that the OWNER has not complied in good faith with the terms and conditions of the agreement, the City Council may terminate or modify this Agreement and impose those conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate

with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

7. [RESERVED]

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

8.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 8.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 Release. Except for nondamage remedies, including the remedy of specific performance and judicial review as provided for in Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and employees

from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its Comprehensive General Plan, as such General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement

or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

9.3 Indemnity. In addition to the provisions of 9.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

9.4 Environment Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

9.6 Survival. The provisions of this Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement.

10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security

device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a Mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the San Bernardino County Recorder by the City Clerk within the ten (10) days after the CITY executes this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant

to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County Recorder.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Singular and Plural. As used herein, the singular of any word includes the plural.

11.7 Joint and Several Obligations. Subject to section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

11.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

11.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its

rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

11.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

11.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

11.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the

terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

11.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his powers and duties under this Agreement to an Assistant City Manager or other management level employee of the CITY.

11.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Planning Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

11.20 Estoppel Certificate. Within thirty (30) business days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured

defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates under this Section 11.20 prior to CITY's issuance of such certificates.

11.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

11.22 Prevailing Wage. OWNER, for itself, its successors, and assigns, agrees, covenants, and warrants that the development of the Property, if any, shall comply with all applicable federal and state labor laws (including, without limitation, the requirement under California law to pay prevailing wages and hire apprentices), and all obligations as set forth herein.

11.22.1 CITY makes no representations concerning prevailing wages in compliance with California Labor Code Section 1770 et seq.

11.22.2 OWNER acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations with respect to the payment of prevailing wages and complying therewith. OWNER shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

11.22.3 The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Property by OWNER, its successors or assigns. OWNER shall be solely responsible for determining and effectuating compliance with such laws.

11.22.4 OWNER, ON BEHALF OF ITSELF, ITS SUCCESSORS, AND ASSIGNS, WAIVES AND RELEASES CITY FROM ANY RIGHT OF ACTION THAT MAY BE AVAILABLE TO OWNER PURSUANT TO LABOR CODE SECTION 1781 OR THE DAVIS BACON ACT. RELATIVE TO THE WAIVER AND RELEASE CONTAINED IN THIS SECTION 11.22, OWNER ACKNOWLEDGES THE PROTECTIONS OF CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

INITIALS. BY INITIALING BELOW, OWNER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

_____
(Owner's Initials)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT FILE NO. PDA25-005

"OWNER"

Legacy Land Partners, LLC
a Florida limited liability company

and

Richland Ontario Developers, LLC
a Delaware limited liability company

By: _____
John Troutman
Vice President
Date: _____

"CITY"

CITY OF ONTARIO
By:_____
Scott Ochoa
City Manager

Date: _____

ATTEST:

_____
City Clerk, Ontario

APPROVED AS TO FORM:

BEST BEST KRIEGER, LLP

_____
City Attorney

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF_____)

On _____, 20_____, before me,_____,
Date *Insert Name and Title of the Officer*

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF_____)

On _____, 20_____, before
me_____,
Date *Insert Name and Title of the Officer*

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

Legal Description of Property

TENTATIVE PARCEL MAP 20792

REAL PROPERTY IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

PARCEL 2 OF CERTIFICATE OF COMPLIANCE NO. CC 22-003 RECORDED JUNE 16, 2023 AS INSTRUMENT NO. 2023-0149702 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THAT PORTION OF PARCEL "C" OF LOT LINE ADJUSTMENT LLA 21-001, RECORDED MAY 20, 2021 AS DOC.# 2021-0232145, OF O.R. OF SAID COUNTY LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

10/03/2025

GERALD R. ANDERSON, LS 4400 DATE

EXPIRES 09/30/27

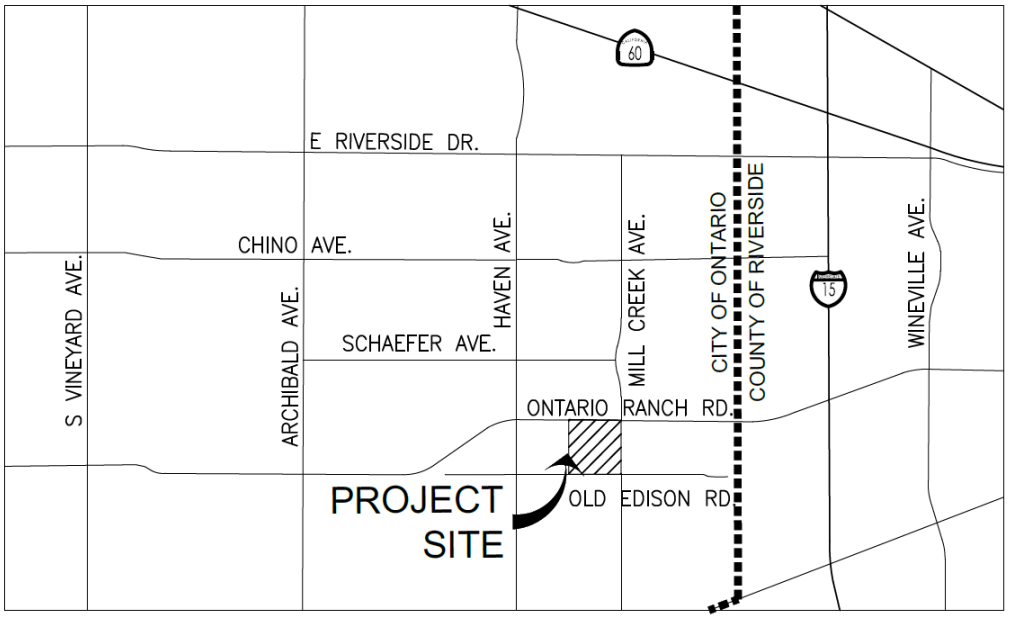


X ENGINEERING & CONSULTING, INC.
6 Hutton Centre Drive, Suite 650
Santa Ana, California 92707
949.522.7100 I xengineeringinc.com

JN X100-020_XLD-096

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

Map showing Property and its location



VICINITY MAP

N.T.S.

EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Existing Development Approvals

On October 23, 2007 the Planning Commission:

a) Issued Resolution No. PC07-125 recommending City Council certification of the Rich-Haven Specific Plan EIR (SCH#2006051081).
b) Issued Resolution No. PC07-127 recommending to City Council approval of the Rich-Haven Specific Plan (File No. PSP05-004).

On December 4, 2007, the City Council:

a) Issued Resolution No. 2007-145 certifying the Rich-Haven Specific Plan EIR (SCH#2006051081).
b) Adopted Ordinance No. 2884 approving the Rich-Haven Specific Plan.

On February 23, 2016, the Planning Commission:

a) Issued Resolution No. PC16-003 recommending City Council adoption of an Addendum to the Rich-Haven Specific Plan EIR (SCH#2006051081) and The Ontario Plan EIR (SCH#2008101140).
b) Issued Resolution PC16-004 recommending approval of the Rich-Haven Specific Plan Amendment (File No. PSPA16-001).

On March 15, 2016, the City Council:

a) Issued Resolution No. 2016-024 for the adoption of an Addendum (File No. PSPA16-001) to the Rich-Haven Specific Plan EIR.
b) Issued Resolution No. 2016-025 approving an Amendment (File No. PSPA16-001) to the Rich-Haven Specific Plan EIR (SCH#2006051081) and The Ontario Plan EIR (SCH#2008101140).

On January 23, 2018, the Planning Commission:

a) Issued Resolution No. PC18-014 recommending City Council adoption of an Addendum to The Ontario Plan EIR (SCH#2008101140).
b) Issued Resolution No. PC18-015 recommending City Council adoption of the Rich-Haven Specific Plan Amendment (File No. PSPA16-005).

On February 20, 2018, the City Council:

a) Issued Resolution No. 2018-017 for the adoption of an Addendum (File No. PSPA16-005) to The Ontario Plan EIR (SCH#2008101140).
b) Issued Resolution No. 2018-018 approving an Amendment (File No. PSPA16-005) to the Rich-Haven Specific Plan.

On May 23, 2023, the Planning Commission:

a) Issued Resolution No. PC23-042 recommending City Council adoption of an Environmental Impact Report (State Clearinghouse No. 2022100425) in conjunction with File No. PSPA22-001 for the Rich Haven Specific Plan Amendment.
b) Issued Resolution No. PC23-043 recommending City Council adoption of the Rich-Haven Specific Plan Amendment (File No. PSPA22-001).

On June 20,2023, the City Council:

a) Issued Resolution No. 2023-060 approving an Environmental Impact Report (State Clearinghouse No. 2022100425) in conjunction with File No. PSPA22-001 for the Rich Haven Specific Plan Amendment.
b) Issued Resolution No. 2023-061 approving the Rich-Haven Specific Plan Amendment (File No. PSPA22-001).

EXHIBIT "D"
TO DEVELOPMENT AGREEMENT

Existing Land Use Regulations

These documents are listed for reference only:

1. The Rich-Haven Specific Plan (File No. PSP05-004) Environmental Impact Report, Resolution No. 2007-145.

2. The Rich-Haven Specific Plan (File No. PSP05-004), Ordinance No. 2884.

3. Addendum to the Rich-Haven Specific Plan (File No. PSPA16-001) Environmental Impact Report, Resolution No. 2016-024.

4. Amendment to the Rich-Haven Specific Plan (File No. PSPA16-001), Resolution No. 2016-025.

5. Addendum to the Rich-Haven Specific Plan (File No. PSPA16-005) Environmental Impact Report, Resolution No. 2018-017.

6. Amendment to the Rich-Haven Specific Plan (File No. PSPA16-005), Resolution No. 2018-018.

7. The Rich-Haven Specific Plan Amendment (File No. PSP22-001) Environmental Impact Report (State Clearinghouse No. 2022100425), Resolution No. 2023-060.

8. Amendment to the Rich-Haven Specific Plan (File No. PSPA22-001), Resolution No. 2023-061.

9. City of Ontario Municipal Code
    a. Six – Sanitation & Health
    b. Seven – Public Works
    c. Eight – Building Regulations
    d. Nine – Development Code
    e. Ten – Parks & Recreation

EXHIBIT "E"
TO DEVELOPMENT AGREEMENT

Description of Required Infrastructure Improvements

OWNER shall design, construct, and complete all improvements including but not limited to Sewer (SW), Potable Water (PW), Recycled Water (RW), Storm Drain (SD), Fiber Optic (FO), and Street (ST) improvements necessary to serve the Property and improvements that have not been accepted by the City that supports this development per comments on Exhibit F, prior to the request of any Product Units.

STREETS (ST)

a. ST improvements on Ontario Ranch Road, between Sunrise Avenue and Mill Creek Avenue.
b. ST improvements on Mill Creek Avenue, between Ontario Ranch Road and Old Edison Avenue.
c. Traffic signal modification at Mill Creek Avenue and Ontario Ranch Road.
d. Traffic signal modification at Sunrise Avenue and Ontario Ranch Road.

FIBER OPTICS (FO)

a. FO on Ontario Ranch Road, between Sunrise Avenue and Mill Creek Avenue.
b. FO on Mill Creek Avenue, between Ontario Ranch Road and Old Edison Avenue.

SEWER (SW)

a. SW on Mill Creek Avenue, between Ontario Ranch Road and Bellegrave Avenue.
b. SW on Lupine Street to the point of connection in Haven Avenue. Required if parcel 2 of TPM20792 cannot be feasibly serviced exclusively from Mill Creek Avenue SW, as determined by the City.

POTABLE WATER (PW)

a. PW on Mill Creek Avenue, between Ontario Ranch Road and Bellegrave Avenue.
b. PW on Sunrise Avenue, Lupine Street, and Cliff Rose, between Ontario Ranch Road and Haven Avenue.

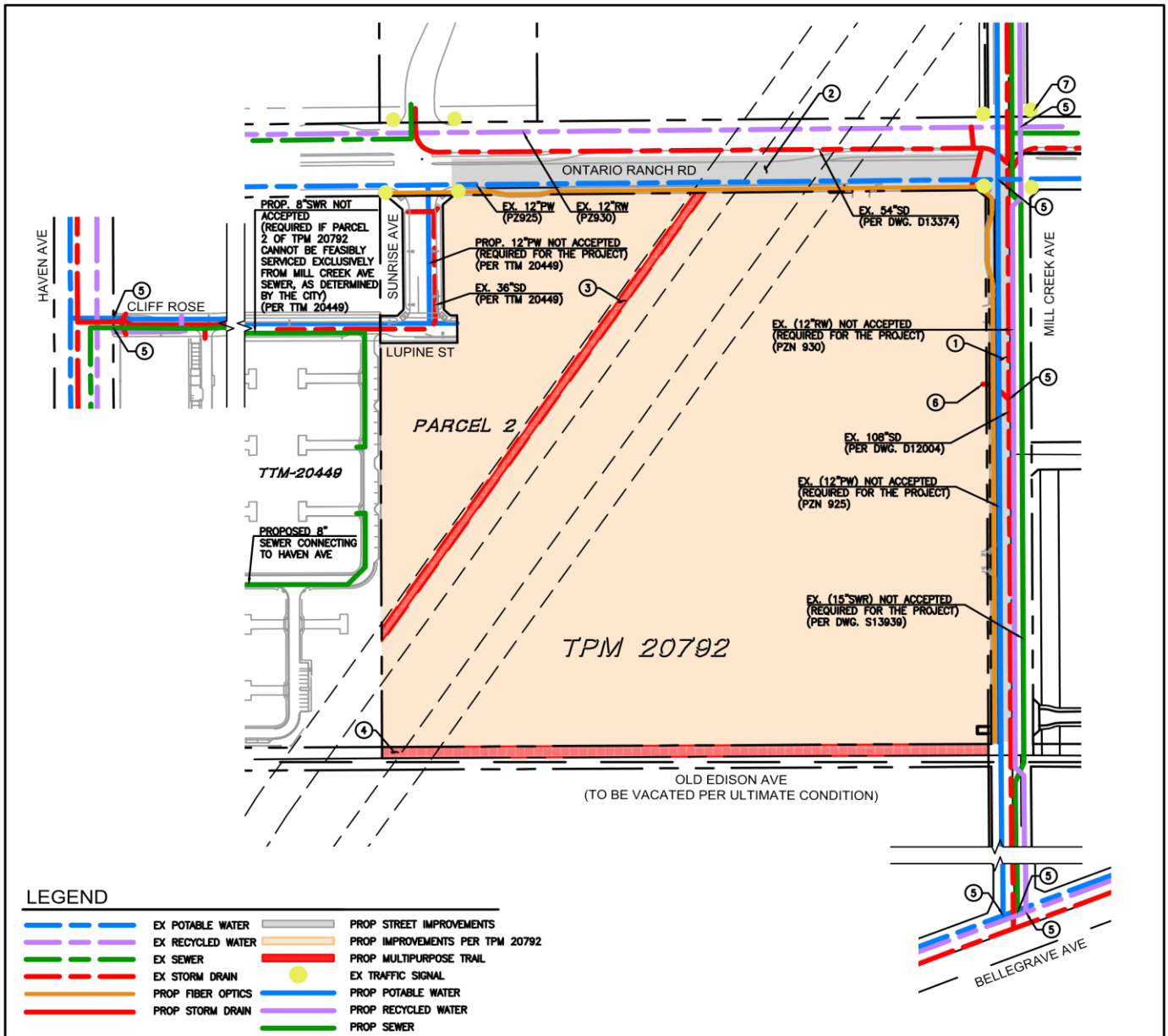
RECYCLED WATER (RW)

a. RW on Mill Creek Avenue, between Ontario Ranch Road and Old Edison Avenue.

EXHIBIT “F”
TO DEVELOPMENT AGREEMENT

Depiction of Required Infrastructure Improvements

(SEE ATTACHED EXHBITS)



LEGEND

- EX POTABLE WATER
- EX RECYCLED WATER
- EX SEWER
- EX STORM DRAIN
- PROP FIBER OPTICS
- PROP STORM DRAIN
- PROP STREET IMPROVEMENTS
- PROP IMPROVEMENTS PER TPM 20792
- PROP MULTIPURPOSE TRAIL
- EX TRAFFIC SIGNAL
- PROP POTABLE WATER
- PROP RECYCLED WATER
- PROP SEWER

INFRASTRUCTURE IMPROVEMENTS

1. DEVELOPER SHALL BE RESPONSIBLE TO CONSTRUCT ULTIMATE HALF-WIDTH STREET IMPROVEMENTS, INCLUDING CURB & GUTTER, PAVEMENT, SIDEWALK, STREET LIGHTS, SIGNING & STRIPING, PARKWAY LANDSCAPING, AND APPROPRIATE PAVEMENT TRANSITIONS (INCLUDING MEDIAN & STRIPING) TO ACCOMMODATE LANE SHIFTS ON MILL CREEK AVENUE BETWEEN ONTARIO RANCH ROAD AND OLD EDISON AVENUE.
2. DEVELOPER SHALL BE RESPONSIBLE TO CONSTRUCT ULTIMATE HALF-WIDTH STREET IMPROVEMENTS, INCLUDING CURB & GUTTER, PAVEMENT, SIDEWALK, MULTI-PURPOSE TRAIL, STREET LIGHTS, SIGNING & STRIPING, AND PARKWAY LANDSCAPING ON ONTARIO RANCH ROAD BETWEEN SUNRISE AVENUE AND MILL CREEK AVENUE.
3. THE APPLICANT/DEVELOPER SHALL IMPROVE SCE CORRIDOR WITH ENHANCED ENTRY MULTI-PURPOSE TRAIL.
4. UPON ULTIMATE RIGHT OF WAY VACATION OF OLD EDISON AVE, DEVELOPER SHALL IMPROVE OLD EDISON AVE CORRIDOR WITH ENHANCED MULTI-PURPOSE TRAIL.
5. CONNECT TO EXISTING UTILITY
6. CONNECTION FOR FUTURE UTILITIES
7. EXISTING TRAFFIC SIGNAL TO BE MODIFIED

NOTES

1. PCC PAVEMENT REQUIRED AT SIGNALIZED INTERSECTIONS ALONG TRUCK ROUTES PER CITY OF ONTARIO STANDARD DRAWING NO. 1207.
2. APPLICANT/DEVELOPER SHALL OBTAIN ALL OFF-SITE RIGHT OF WAY/EASEMENTS NECESSARY TO CONSTRUCT THE REQUIRED PUBLIC IMPROVEMENTS
3. UTILITY IMPROVEMENTS IN MILL CREEK AVE TO BELLEGRAVE AVE ARE REQUIRED TO SUPPORT THE PROJECT. IF THE AFOREMENTIONED IMPROVEMENTS ARE NOT COMPLETED AND ACCEPTED BY THE CITY, THIS PROJECT IS SUBJECT TO THE IMPROVEMENTS REQUIRED.
4. POTABLE WATER IMPROVEMENTS IN TM-20449 ARE REQUIRED TO SUPPORT THE PROJECT. IF THE AFOREMENTIONED IMPROVEMENTS ARE NOT COMPLETED BY TM-20449 AND ACCEPTED BY THE CITY, THIS PROJECT IS SUBJECT TO THE IMPROVEMENTS REQUIRED.
5. SEWER IMPROVEMENTS IN TM-20449 ARE REQUIRED IF PARCEL 2 OF TPM 20792 CANNOT BE FEASIBLY SERVICED EXCLUSIVELY FROM MILL CREEK AVE SEWER, AS DETERMINED BY THE CITY.

300' 0' 150' 300'

SCALE: 1" = 300'

TPM 20792 EXHIBIT "F"

P:\100\020\Exhibits\Entitlement\DA Exhibits\100-020 Exhibit F - Infrastructure Improvements.dwg January 28, 2026 9:16 AM

EXHIBIT "G"
TO DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF NET MDD AVAILABILITY

Pursuant to Section ___ of this Agreement between the City of Ontario, a California municipal corporation, and _____, a _____ company, hereinafter called "OWNER", the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called "Agreement", the City of Ontario hereby certifies based on CITY receipt of payment of OWNER's share of the funding for the Phase 2 Water Improvements, that OWNER is entitled to the following Net MDD Water Availability.

Amount of Net MDD _____ gpm

_____
Scott Ochoa, City Manager

Dated:_____

EXHIBIT "H"
TO DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF REGIONAL DIF CREDIT

Pursuant to Section 4.5.2 of this Agreement by and between the City of Ontario and _____, dated _____, 20__ the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called the "Development Agreement', the City of Ontario hereby certifies that OWNER is entitled to the following amount and nature of DIF Credits in the Regional Water DIF Infrastructure Category:

Amount of Credit: $_____

_____
Scott Ochoa, City Manager

Dated:_____

Exhibit "I-1"

ONTARIO RANCH
WATER SUPPLY PHASING PLAN

Phase 2	Water Availability Equivalency	Estimated Net MDD Available[1]
Phase 2 A		
Supply & Storage		
1. 1 - Additional Ground Water Well and Collection lines - Design and Construction	8,250 gpm[2]	**7,750 gpm**[2]
Pipelines (Transmission & Distribution)[2]		
2. 925 Zone Transmission lines – Design and Construction		
3. Temporary Pressure Reducing Station[3] – Design and Construction		
Phase 2B		
Supply & Storage		
4. 1 – Additional Ground Water Well and Collection lines – Design and Construction	10,500 gpm[2]	**9,860 gpm[2]**
5. 1 – 6 million gallon Reservoir – 925 Zone – Design and Construction		

(1) Upon Completion of the construction of all of the improvements described for each Phase a Certificate of Net MDD Availability shall be issued to Developer for the corresponding amount of Net MDD. Net MDD means the maximum daily demand on the potable water supply, net of the water requirements for public schools and parks. The Water Availability Equivalency includes the estimated requirements for public schools and parks. The amount of Net MDD specified is the cumulative amount for which building permits may be issued upon funding of the corresponding and all preceding Phases of improvements.

(2) The ability of a particular development to utilize Net MDD assigned to it by the Developer will require the completion of design and construction of Master-planned potable and recycled water transmission and distribution pipelines for the respective pressure zone. Other factors may include its location, the particular land use and Water Availability Equivalents assigned to it as specified in Exhibit C-2.

(3) Pressure reducing stations are a component of the pipeline transmission and distribution system.

EXHIBIT "I-2"

Available Water Supply - See Exhibit C-1R for Net MDD Available

Table A - Water Demand Equivalents By Land Use

The Ontario Plan	Potable Water			Recycled Water	
Land Use	Water Demand Factor (ADD)		Water Demand Equivalents (WDE)[2]	Recycled Water Demand Factor[1] (ADD)	Recycled Water Demand Of Total Water Demand
	(gpd/du)	(gpd/ac)	(gpm/unit)	(gpd/ac)	(%)
Detached Dwellings (less than 5 units per acre)	544		0.57	900	28%
Detached or Attached Dwellings (between 5 and 11 units per acre)	464		0.48	1,000	21%
Attached Dwellings (between 11 and 25 units per acre)	323		0.34	1,500	18%
High Density Dwellings (25+ units per acre)	152		0.16	1,500	27%
Commercial Lodging	150		0.16	1,700	50%
Retail/Services Uses		2,200	2.29	2,300	51%
Office Uses		3,400	3.54	2,300	40%
Business Park Uses		2,200	2.29	2,200	50%
Industrial Uses		2,000	2.08	2,200	52%
Institutional Use		2,200	2.29	1,600	42%
Parks		1,000	1.04	1,400	58%
Schools		3,500	3.65	1,600	31%

[1]Recycled Water Demands include irrigation for right-of-way (medians and parkways), neighborhood edge, pocket parks, and common areas.

[2] The WDE is based on the Maximum Day Demand (MDD) with a peaking factor of 1.5 in the NMC for all land use categories.

Table B - Example Water Supply Calculation

Land Use	Acres[1] (gross)	Residential Units	WDE Factor (gpm)	Potable MDD (gpm)	Recycled Water ADD (gpm)
Development					
Detached Dwellings (less than 5 units per acre)	1,284	5,061	0.57	2,868	803
Detached or Attached Dwellings (between 5 and 11 units per acre)	369	2,530	0.48	1,223	256
Attached Dwellings (between 11 and 25 units per acre)	194	3,410	0.34	1,147	202
Retail/Services Uses (per acre)[2]	104		2.29	239	166
TOTAL	**1,950**	**11,001**		**5,477**	**1,428**

Three (3) Wells Are required to Support this example, assuming each well produces 2,000 gpm and connection to the Recycled Water System maximizing Recycled Water Use.

[1] Residential Acres are estimated based on the weighted average derived from the average number of units per land use category.

[2] Commercial acreage is calculated from a total square footage of 1,361,000 SF with an average Floor to Area Ratio (FAR) of 0.30 for commercial services in The Ontario Plan.

Exhibit "J"

Form of Plume Disclosure Letter

CITY OF ONTARIO

ONTARIO MUNICIPAL UTILITIES COMPANY

PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

AL C. BOLING
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT BURTON
UTILITIES GENERAL MANAGER

March 2017

DISCLOSURE NOTICE
SOUTH ARCHIBALD TRICHLOROETHYLENE PLUME

Dear Property Owner/Developer/Applicant:

The City of Ontario ("City") has approved or will be approving development in the Ontario Ranch area in the next few years, subject to the appropriate and required statutory process. This letter is intended to serve as notice to all potential property owners of the existence of a groundwater plume, known as the South Archibald Trichloroethylene (TCE) Plume which may exist in, under or near owner's property.

The groundwater plume is in an area in the central Chino Basin south of the Pomona Freeway, west of Turner Avenue, east of Grove Avenue, and north of Kimball Avenue. The plume primarily consists of TCE, a discontinued industrial solvent, and is subject to a clean-up under the oversight and direction of the Santa Ana Regional Water Quality Control Board ("Regional Board").

The Regional Board's approved clean-up procedure involves the removal and treatment of groundwater containing TCE via groundwater wells to reduce the plume concentrations and control its migration. In addition, the City is providing potable water supplies for domestic purposes to residences with private domestic wells affected by the plume. Finally, the Regional Board will continue to monitor all impacted areas and private domestic wells to ensure that residents' health and the environment are properly safeguarded. These remedial actions are documented in a Remedial Action Plan approved by the Regional Board in September 2016.

Further and current information may be found on the Regional Board's Geotracker website at https://geotracker.waterboards.ca.gov/profile_report?global_id=T10000004658.

Property owners may wish to include this letter as a part of a Real Estate Transfer Disclosure under California Civil Code Section 1102 et seq.

1425 SOUTH BON VIEW - ONTARIO, CALIFORNIA 91761-4406 - (909) 395-2605 - FAX (909) 395-2601

CITY OF ONTARIO *Agenda Report* **April 7, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Financial Services Prepared By: Cruz Torres Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Claudia Hernandez, Matthew Hernandez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 7

SUBJECT: **ACCEPT WRITTEN PETITIONS TO CREATE A COMMUNITY FACILITIES DISTRICT; ADOPT A RESOLUTION OF INTENTION TO ESTABLISH CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 77 (THE RESORT AT ONTARIO RANCH FACILITIES) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES; AND ADOPT A RESOLUTION DECLARING IT NECESSARY TO INCUR BONDED INDEBTEDNESS**

RECOMMENDATION: That the City Council consider and:

A. Accept written petitions (on file with the Records Management Department) from SL Ontario Development Company, LLC (SLODC), Richmond American Homes of Maryland, Inc. and TRI-Pointe Homes Holdings, Inc. ("Landowners"), to create a Community Facilities District ("CFD") and to waive certain procedural matters, under the Mello-Roos Community Facilities Act of 1982;
B. Adopt a Resolution of Intention to establish City of Ontario Community Facilities District No. 77 (The Resort at Ontario Ranch Facilities), authorize the associated levy of special taxes therein; and set a public hearing for the formation of the CFD as part of the regularly scheduled City Council meeting on Tuesday, May 19, 2026; and
C. Adopt a Resolution Declaring it Necessary for the City of Ontario Facilities District No. 77 (The Resort at Ontario Ranch Facilities) to Incur Bonded Indebtedness.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: Mello-Roos financing in The Resort at Ontario Ranch Facilities residential development is projected to generate approximately $11.5 million in bond proceeds to be used to

fund a portion of the public infrastructure improvements needed to serve the project. Mello-Roos bonds are not a direct obligation of the City and are paid from special taxes levied on each taxable parcel in the district; therefore, there is no fiscal impact on the General Fund from the issuance of Mello-Roos bonds. City Council approval will be required to process annual special tax levies in future years.

BACKGROUND & ANALYSIS: The Mello-Roos Community Facilities Act of 1982 provides local government, with the consent from a majority of the property owners, the authority to establish community facilities districts for the purpose of levying special taxes to finance various kinds of public infrastructure facilities. Under the Mello-Roos Act, the initial steps in the formation of a community facilities district to finance public improvements are to adopt a Resolution declaring the intention to establish a community facilities district, authorize the levy of special tax and issue bonds.

In the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve an Easterly portion of the New Model Colony ("First Amended and Restated Construction Agreement") between the City of Ontario and NMC Builders, LLC, the City agreed to cooperate with the members of NMC Builders, LLC, in the formation of community facilities districts to assist in the financing of the public improvements included in the agreement. SL Ontario Development Company, LLC (SLODC), Richmond American Homes of Maryland, Inc. and TRI-Pointe Homes Holdings, Inc. have provided written petitions to the City requesting the formation of a community facilities district, along with a deposit pursuant to a Deposit Agreement dated May 1, 2025, to be used to pay costs incurred in creating the Community Facilities District and the incurrence of bonded indebtedness and provide for the repayment to SL Ontario Development Company, LLC, from the proceeds from any bonded indebtedness by the Community Facilities District. The Resort at Ontario Ranch Facilities project addresses the development of approximately 18.19 gross acres located south of Eucalyptus Avenue, north of Parkview Street, west of Cleveland Avenue, and east of Haven Avenue. As proposed, the project is anticipated to include 331 residential units consisting of 116, 3-story attached homes; 100, 2-story detached homes; and 115, 3-story detached homes at build-out.

Included as part of the Resolution of Intention, is the proposed Rate and Method of Apportionment of Special Tax for the district. Under the proposed Rate and Method of Apportionment, the portion of the maximum annual special tax rates which will be used to fund debt service payments on the bonds is fixed and will not increase over time. As proposed, the amount of bonds authorized for the district ($45 million) is set intentionally higher than the current estimated bond amount (approximately $13.4 million) in order to allow future City Councils, the option, without increasing the amount of the annual special taxes, to issue additional bonds to replace and/or construct new public infrastructure improvements in the future, or to fund municipal services. The term and structure of the Rate and Method of Apportionment of Special Tax for The Resort at Ontario Ranch Facilities project is consistent with those of previously adopted Rates and Methods of Apportionment for Ontario Ranch community facilities districts. This ensures that the special tax rates levied on all residential property owners in community facilities districts in Ontario Ranch are developed in a consistent and equivalent manner. In addition, under the provisions of the Mello-Roos Act, to ensure that home buyers are making an informed decision, all residential builders in the Ontario Ranch community facilities districts will be required to disclose the maximum annual

special tax amount to each homeowner before entering into a sales contract.

List of infrastructure that may be financed:

- Water and Recycled Water System Facilities
- Sewer System Facilities
- Storm Drain System Facilities
- Streets and Traffic Circulation System Facilities
- Fiber Optic System Facilities

City Staff has discussed the proposed Rate and Method of Apportionment of Special Tax with the landowners. As proposed, the Resolution of Intention to establish the district and to levy special taxes will set a public hearing date on the formation of the community facilities district for the regularly scheduled City Council meeting on Tuesday, May 19, 2026, to consider the matter.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF INTENTION TO ESTABLISH A COMMUNITY FACILITIES DISTRICT PROPOSED TO BE NAMED CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 77 (THE RESORT AT ONTARIO RANCH FACILITIES) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN.

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

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; and

WHEREAS, the City Council (the "City Council") of the City of Ontario (the "City") has received from each of SL Ontario Development Company, LLC ("SLODC"), Richmond American Homes of Maryland, Inc. and TRI Pointe Homes Holdings, Inc. (collectively, the "Landowners") a written petition (together, the "Petitions"), requesting the City Council to institute proceedings pursuant to the Act to establish a community facilities district (the "Community Facilities District") and to authorize the Community Facilities District to levy a special tax within the Community Facilities District, describing the boundaries of the territory that is proposed for inclusion in the Community Facilities District and specifying the types of facilities and services to be financed by the Community Facilities District; and

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

WHEREAS, the Landowners have represented and warranted to the City Council that the Landowners are the owners 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; and

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; and

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; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario 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 Petitions are signed by the landowners owning the requisite area of land proposed to be included within the Community Facilities District and not proposed to be exempt from the Special Tax.

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

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

SECTION 4. The name proposed for the Community Facilities District is "City of Ontario Community Facilities District No. 77 (The Resort at Ontario Ranch Facilities)."

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

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

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

SECTION 8. The tax year after which no further Special Tax to pay for Facilities shall be levied against any parcel used for private residential purposes is specified in the Rate and Method. Under no circumstances shall the Special Tax to pay for Facilities in any fiscal year against any parcel used for private residential purposes be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the Community Facilities District by more than 10% above the amount that would have been levied in that fiscal year had there never been any such

delinquencies or defaults. For purposes of this paragraph, a parcel shall be considered "used for private residential purposes" not later than the date on which an occupancy permit for private residential use is issued. The Special Tax to pay for Services will be levied in perpetuity, as provided in the Rate and Method.

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

SECTION 10. The City Council hereby fixes Tuesday, May 19, 2026, at 6:30 p.m., or as soon thereafter as the City Council may reach the matter, at 303 East B Street, Ontario, 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 19, 2026 City Council meeting is held via teleconference and/or videoconference only, the means by which the public may observe such public hearing and offer public comment shall be prescribed in the notice and agenda for such City Council meeting.

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

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

SECTION 13. Each officer of the City who is or will be responsible for providing one or more of the proposed types of Facilities or Services is hereby directed to study, or cause to be studied, the proposed Community Facilities District and, at or before said public hearing, file a report with the City Council containing a brief description of the Facilities and Services by type that will in his or her opinion be required to adequately meet the needs of the Community Facilities District, and his or her estimate of the cost of providing the Facilities and Services. Such officers are hereby also directed to estimate the fair and reasonable cost of the Facilities proposed to be purchased as completed public facilities and of the incidental expenses proposed to be paid. Such report shall be made a part of the record of said public hearing.

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

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

SECTION 16. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary 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.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 7th day of April 2026.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2026- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held April 7, 2026 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held April 7, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

BOUNDARY MAP

EXHIBIT B

FACILITIES, SERVICES AND INCIDENTAL EXPENSES

Facilities

The types of public facilities to be financed by the Community Facilities District are street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, park and recreation facilities and equipment, aquatic facilities and equipment, fire facilities and equipment, police facilities and equipment, library facilities and equipment, fiber optic telecommunication, wireless communication and public safety camera facilities and equipment, general governmental office, administrative and meeting facilities, and land, rights-of-way and easements necessary for any of such facilities.

Facilities to be Purchased

The types of public facilities to be purchased as completed facilities are street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, and land, rights-of-way and easements necessary for any of such facilities.

Services

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

Incidental Expenses

The incidental expenses proposed to be incurred include the following:

(a) the cost of planning and designing public facilities to be financed, including the cost of environmental evaluations of those facilities;

(b) the costs associated with the creation of the Community Facilities District, issuance of bonds, determination of the amount of taxes, collection of taxes, payment of taxes, or costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District; and

(c) any other expenses incidental to the construction, completion, and inspection of the authorized work.

EXHIBIT C

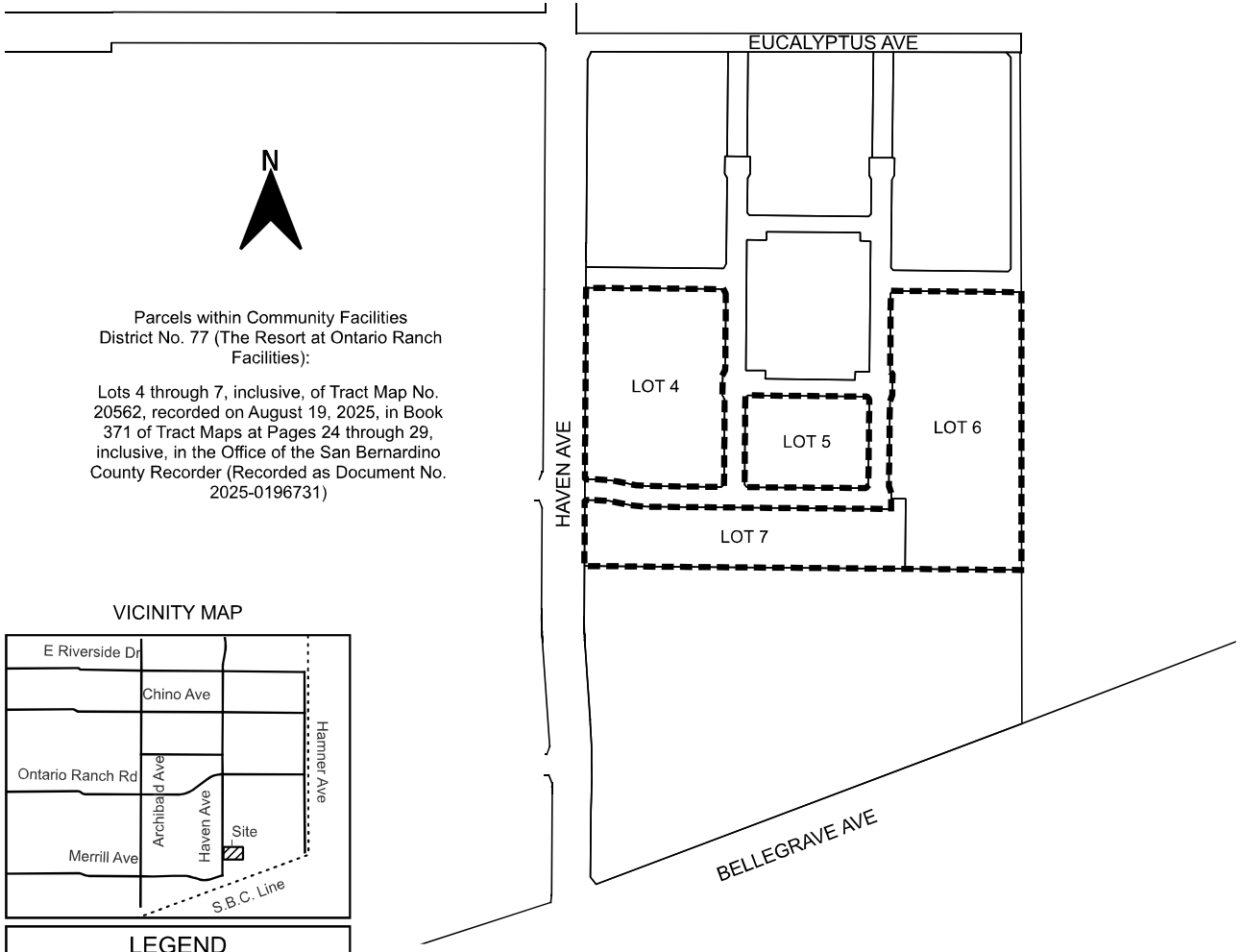
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

SHEET 1 OF 1

PROPOSED BOUNDARIES OF

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 77
(THE RESORT AT ONTARIO RANCH FACILITIES)

SAN BERNARDINO COUNTY, STATE OF CALIFORNIA



Parcels within Community Facilities District No. 77 (The Resort at Ontario Ranch Facilities):

Lots 4 through 7, inclusive, of Tract Map No. 20562, recorded on August 19, 2025, in Book 371 of Tract Maps at Pages 24 through 29, inclusive, in the Office of the San Bernardino County Recorder (Recorded as Document No. 2025-0196731)

VICINITY MAP

LEGEND

City of Ontario Community Facilities District No. 77 (The Resort At Ontario Ranch Facilities)

NOTE: Reference is hereby made to the Assessor Maps of the County of San Bernardino for a description of the lines and dimensions of any parcels shown hereon.

(1) Filed in the office of the Clerk of the City of Ontario this _____ day of_____, 2026.

_____
Sheila Mautz,
Clerk of the City of Ontario, California

(2) I hereby certify that the within map showing the proposed boundaries of City of Ontario Community Facilities District No. 77 (The Resort at Ontario Ranch Facilities), San Bernardino County, State of California, was approved by the City Council of the City of Ontario at a regular meeting thereof, held on the _____ day of _____, 2026, by its Resolution No. _____.

CITY OF ONTARIO INCORPORATED DECEMBER 1891 CALIFORNIA

_____
Sheila Mautz,
Clerk of the City of Ontario, California

San Bernardino County Recorder's Certificate

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

Josie Gonzales
Assessor-Recorder
San Bernardino County

By: _____
Deputy Recorder

GCG
GOODWIN CONSULTING GROUP

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 77
(THE RESORT AT ONTARIO RANCH FACILITIES)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes shall be levied on all Assessor's Parcels in the City of Ontario Community Facilities District No. 77 (The Resort at Ontario Ranch Facilities) ("CFD No. 77") and collected each Fiscal Year, commencing in Fiscal Year 2026-27, in an amount determined by the City Council of the City of Ontario through the application of the Rate and Method of Apportionment, as described below. All of the real property in CFD No. 77, 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 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 Subdivision Map, parcel map, condominium plan, or other recorded County map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 77: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or CFD No. 77 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 or CFD No. 77 of complying with arbitrage rebate requirements; the costs to the City or CFD No. 77 of complying with City, CFD No. 77, or obligated persons disclosure requirements associated with applicable federal and state securities laws and of 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 or CFD No. 77 related to the analysis and reduction, if any, of the Special Tax on Single Family Property in accordance with Section C.1 herein; the costs of the City or CFD No. 77 related to an appeal of the Special Tax; the costs associated with the release of funds from any escrow account; the City's administration fees and third party expenses; the costs of City staff time and reasonable overhead relating to CFD No. 77; and amounts estimated or advanced by the City or CFD No. 77 for any other administrative purposes of the CFD, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means, with respect to an Assessor's Parcel, that number assigned to such Assessor's Parcel by the County for purposes of identification.

"Assigned Special Tax" means the Special Tax for each Land Use Class of Developed Property, as determined in accordance with Section C.1.a.2 below.

"Backup Special Tax" means the Special Tax for each Land Use Class of Developed Property, as determined in accordance with Section C.1.a.3 below.

"Bonds" means any bonds or other debt (as defined in Section 53317(d) of the Act) issued by CFD No. 77 under the Act and payable from the Special Tax.

"Buildable Lot" means an individual lot, within a Final Subdivision Map or an area expected by CFD No. 77 to become Final Mapped Property, such as the area within a Tentative Tract Map, for which a building permit may be issued without further subdivision of such lot.

"CFD Administrator" means an official of the City responsible for determining the Special Tax Requirement, providing for the levy and collection of the Special Taxes, and performing the other duties provided for herein.

"CFD No. 77" means City of Ontario Community Facilities District No. 77 (The Resort at Ontario Ranch Facilities).

"City" means the City of Ontario, California.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 77.

"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 (e.g., property owner association assessments).

"County" means the County of San Bernardino.

"Designated Buildable Lot" means a Buildable Lot for which a building permit has not been issued by the City as of the date of calculation of the Backup Special Tax.

"Developed Property" means for each Fiscal Year, all Taxable Property, exclusive of Final Mapped Property, Taxable Property Owner Association Property, and Taxable Public Property, for which a building permit or other applicable permit for new construction was issued after January 1, 2025, and before May 1 of the prior Fiscal Year.

"Expected Residential Lot Count" means 144 Buildable Lots or Units of Single Family Attached Property and 187 Buildable Lots of Single Family Detached Property, or, as determined by the CFD Administrator, the number of Buildable Lots or Units of Single Family Property based on the most recent Tentative Tract Map(s) or most recently recorded Final Subdivision Map(s) or modified Final Subdivision Map(s).

"Facilities" means the public facilities authorized to be financed, in whole or in part, by CFD No. 77.

"Final Mapped Property" means, for each Fiscal Year, all Taxable Property, exclusive of Developed Property, Taxable Property Owner Association Property, and Taxable Public Property, which as of January 1 of the previous Fiscal Year was located within a Final Subdivision Map. The term Final Mapped Property shall include any parcel map or Final Subdivision Map, or portion thereof, that creates individual lots for which a building permit may be issued, including Parcels that are designated as a remainder Parcel (i.e., one where the size, location, etc., precludes any further subdivision or taxable use).

"Final Subdivision Map" means a final tract map, parcel map, or lot line adjustment approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or a condominium plan recorded pursuant to California Civil Code Section 4285 that, in either case, creates individual lots for which building permits may be issued without further subdivision.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Indenture" means the indenture, fiscal agent agreement, resolution, or other instrument pursuant to which 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 below.

"Lower Income Household Welfare Exemption Property" means, for each Fiscal Year, an Assessor's Parcel within the boundaries of CFD No. 77 that is subject to a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the most recent County assessor's roll finalized prior to such Fiscal Year.

"Maximum Special Tax" means, with respect to an Assessor's Parcel of Taxable Property, the Maximum Special Tax determined in accordance with Section C.1 below that can be levied in any Fiscal Year on such Assessor's Parcel of Taxable Property.

"Minimum Sale Price" means the minimum price at which Units 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 Units 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 was issued by the City permitting the construction of one or more non-residential structures or facilities.

"Other Residential Property" means, with respect to the Special Tax, all Assessor's Parcels of Developed Property for which a building permit was issued by the City for purposes of constructing Units, excluding Single Family Attached Property and Single Family Detached Property.

"Outstanding Bonds" means all Bonds which are outstanding under and in accordance with the provisions of the Indenture.

"Price Point Consultant" means any consultant or firm of such consultants selected by CFD No. 77 that (a) has substantial experience in performing price point studies for residential units within community facilities districts established under the Act or otherwise estimating or confirming pricing for residential units in such community facilities districts, (b) has recognized expertise in analyzing economic and real estate data that relates to the pricing of residential units in such community facilities districts, (c) is in fact independent and not under the control of CFD No. 77 or the City, (d) does not have any substantial interest, direct or indirect, with or in (i) CFD No. 77, (ii) the City, (iii) any owner of real property in CFD No. 77, or (iv) any real property in CFD No. 77, and (e) is not connected with CFD No. 77 or the City as an officer or employee thereof, but who may be regularly retained to make reports to CFD No. 77 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, any property within the boundaries of CFD No. 77 that was owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year.

"Proportionately" means (a) for Developed Property in the first step of Section D.1 below, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property; however, for Developed Property in the fourth step of Section D.1 below, Proportionately means that the amount of the increase above the Assigned Special Tax, if necessary, is equal for all Assessor's Parcels of Developed Property, except that if the Backup Special Tax limits the increase on any Assessor's Parcel(s), then the amount of the increase shall be equal for the remaining Assessor's Parcels; (b) for Final Mapped Property, that the ratio of the actual Special Tax

levy to the Maximum Special Tax is equal for all Assessor's Parcels of Final Mapped Property; (c) for Undeveloped Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property; (d) for Taxable Property Owner Association Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Taxable Property Owner Association Property; and (e) for Taxable Public Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Taxable Public Property.

"Public Property" means, for each Fiscal Year, property within the boundaries of CFD No. 77 that is (a) owned by, irrevocably offered to, or dedicated to the federal government, the State, the County, the City, or any local government or other public agency or (b) encumbered by an easement for purposes of public or utility right-of-way that makes impractical its use for any purpose other than that set forth in such easement; provided 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.

"Rate and Method of Apportionment" means this Rate and Method of Apportionment of Special Tax.

"Residential Floor Area" means all of the Square Footage of living area within the perimeter of a Unit, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area shall be as set forth in the building permit(s) issued for such Assessor's Parcel, or as set forth in other official records maintained by the City's Building Department or other appropriate means selected by CFD No. 77. The actual Square Footage shall be rounded up to the next whole square foot. Once such determination has been made for an Assessor's Parcel, it shall remain fixed in all future Fiscal Years unless an appeal pursuant to Section F below is approved that results in a change in the actual Square Footage.

"Residential Property" means, for each Fiscal Year, an Assessor's Parcel for which a building permit for new construction of one or more Units was issued after January 1, 2025, and before May 1 of the prior Fiscal Year.

"Services" means the services authorized to be financed, in whole or in part, by CFD No. 77.

"Single Family Attached Property" means all Assessor's Parcels of Developed Property for which a building permit or use permit was issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor's Parcel Numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the Unit), including such residential structures within a condominium project as defined in Civil Code Section 4125.

"Single Family Detached Property" means all Assessor's Parcels of Developed Property for which a building permit was issued for construction of a Unit, on one legal lot, that does not share a common wall with another Unit.

"Single Family Property" means all Assessor's Parcels of Single Family Attached Property and Single Family Detached Property.

"Special Tax" means the special tax authorized by the qualified electors of CFD No. 77 to be levied within the boundaries of CFD No. 77 to pay for Facilities and Services.

"Special Tax Requirement" means for any Fiscal Year that amount required, after taking into account available amounts held in the funds and accounts established under the Indenture, for CFD No. 77 to: (i) pay debt service on all Outstanding Bonds which is due in the calendar year that commences in such Fiscal Year; (ii) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds; (iii) pay Administrative Expenses; (iv) provide any amounts required to establish or replenish any reserve fund for the Bonds; (v) pay directly for acquisition or construction of Facilities, or the cost of Services, to the extent that the inclusion of such amounts does not increase the Special Tax levy on Final Mapped Property or Undeveloped Property; and (vi) provide an amount equal to Special Tax delinquencies based on the historical delinquency rate for the Special Tax as determined by the CFD Administrator.

"Square Footage" or **"Sq. Ft."** means the floor area square footage reflected on the original construction building permit, or as set forth in other official records maintained by the City's Building Department or other appropriate means selected by CFD No. 77, issued for construction of Residential Property or Non-Residential Property, plus any square footage subsequently added to a building of Non-Residential Property after issuance of a building permit for expansion or renovation of such building.

"State" means the State of California.

"Taxable Property" means, for each Fiscal Year, all of the Assessor's Parcels within the boundaries of CFD No. 77 that are not exempt from the Special Tax pursuant to law or Section E below.

"Taxable Property Owner Association Property" means, for each Fiscal Year, all Assessor's Parcels of Property Owner Association Property that are not exempt from the Special Tax pursuant to Section E below.

"Taxable Public Property" means, for each Fiscal Year, all Assessor's Parcels of Public Property that are not exempt from the Special Tax pursuant to law or Section E below.

"Tentative Tract Map" means a map: (i) showing a proposed subdivision of an Assessor's Parcel(s) and the conditions pertaining thereto; (ii) that may or may not be based on a detailed survey; and (iii) that is not recorded by the County to create legal lots.

"Total Tax Burden" means, for a Unit within a Land Use Class, for the Fiscal Year in which the Total Tax Burden is being calculated, the sum of (a) the Assigned Special Tax for such Land Use Class for such Fiscal Year, plus (b) *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 or trash), taxes, and assessments (which do not include Contractual Impositions) collected by the County on *ad valorem* tax bills, plus (c) property owner association assessments (but excluding the refuse collection portion of such assessments), and that the CFD Administrator estimates would be levied or imposed on such Unit 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.

"TTM 20562" means Tentative Tract Map No. 20562, the area of which is located within CFD No. 77.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Final Mapped Property, Taxable Public Property, or Taxable Property Owner Association Property.

"Unit" means an individual single-family detached or attached home, townhome, condominium, apartment, or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, beginning with Fiscal Year 2026-27, all Taxable Property within CFD No. 77 shall be classified as Developed Property, Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, or Undeveloped Property, and shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment as determined pursuant to Sections C and D below.

Assessor's Parcels of Developed Property shall be further classified as: Single Family Property (and further classified as Single Family Attached Property or Single Family Detached Property, as needed) or Other Residential Property; or Non-Residential Property. Assessor's Parcels of Single Family Attached Property shall be assigned to Land Use Classes 1 through 14, and Single Family Detached Property shall be assigned to Land Use Classes 15 through 21, as listed in Table 1 below based on the Residential Floor Area of the Units on such Assessor's Parcels. Also, Other Residential Property and Non-Residential Property shall be assigned to Land Use Classes 22 and 23, respectively.

C. MAXIMUM SPECIAL TAX

1. Special Tax

At least 30 days prior to the issuance of Bonds, the Assigned Special Tax on Developed Property (set forth in Table 1 below) shall be analyzed in accordance

with and subject to the conditions set forth in this Section C. At such time, CFD No. 77 shall select and engage a Price Point Consultant and the CFD Administrator shall request the Price Point Consultant to prepare a Price Point Study setting forth the Minimum Sale Price of Units within each Land Use Class.

If based upon such Price Point Study the CFD Administrator calculates that the Total Tax Burden, excluding property owner association assessments, applicable to Units within one or more Land Use Classes of Single Family Property to be constructed within CFD No. 77 exceeds 1.95% of the Minimum Sale Price of such Units, the Assigned Special Tax shall be reduced to the extent necessary to cause the Total Tax Burden, excluding property owner association assessments, that shall apply to Units within such Land Use Class(es) not to exceed 1.95% of the Minimum Sale Price of such Units.

Each Assigned Special Tax reduction for a Land Use Class shall be calculated by the CFD Administrator separately, and it shall not be required that such reduction be proportionate among Land Use Classes. In connection with any reduction in the Assigned Special Tax, the Backup Special Tax shall also be reduced by the CFD Administrator based on the percentage reduction in Maximum Special Tax revenues within the Tentative Tract Map area(s) where the Assigned Special Tax reductions occurred. Upon determining the reductions, if any, in the Assigned Special Tax and Backup Special Tax required pursuant to this Section C, the CFD Administrator shall complete the Certificate of Modification of Special Tax substantially in the form attached hereto as Exhibit A (the "Certificate of Modification"), shall execute such completed Certificate of Modification, and shall deliver such executed Certificate of Modification to CFD No. 77. Upon receipt thereof, if in satisfactory form, CFD No. 77 shall execute such Certificate of Modification. The reduced Assigned Special Tax and Backup Special Tax specified in such Certificate of Modification shall become effective upon the execution of such Certificate of Modification by CFD No. 77.

The Special Tax reductions required pursuant to this section shall be reflected in an amended notice of Special Tax lien, which CFD No. 77 shall cause to be recorded with the County Recorder as soon as practicable after execution of the Certificate of Modification by CFD No. 77. The reductions in this section apply to Single Family Property, but not to Other Residential Property or Non-Residential Property.

a. Developed Property

1) *Maximum Special Tax*

The Maximum Special Tax that may be levied in any Fiscal Year for each Assessor's Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax or (ii) the amount derived by application of the Backup Special Tax. The Maximum Special Tax shall not

increase in future years, other than as calculated pursuant to Section C.1.a.3 below.

2) *Assigned Special Tax*

The Assigned Special Tax that may be levied in any Fiscal Year for each Land Use Class is shown below in Table 1.

TABLE 1
ASSIGNED SPECIAL TAX – DEVELOPED PROPERTY

Land Use Class	Description	Residential Floor Area (Square Footage)	Assigned Special Tax
1	Single Family Attached Property	< 1,201	$2,106 per Unit
2	Single Family Attached Property	1,201 – 1,300	$2,340 per Unit
3	Single Family Attached Property	1,301 – 1,400	$2,495 per Unit
4	Single Family Attached Property	1,401 – 1,500	$2,612 per Unit
5	Single Family Attached Property	1,501 – 1,600	$2,728 per Unit
6	Single Family Attached Property	1,601 – 1,700	$3,079 per Unit
7	Single Family Attached Property	1,701 – 1,800	$3,147 per Unit
8	Single Family Attached Property	1,801 – 1,900	$3,205 per Unit
9	Single Family Attached Property	1,901 – 2,000	$3,295 per Unit
10	Single Family Attached Property	2,001 – 2,100	$3,374 per Unit
11	Single Family Attached Property	2,101 – 2,200	$3,476 per Unit
12	Single Family Attached Property	2,201 – 2,300	$3,619 per Unit
13	Single Family Attached Property	2,301 – 2,400	$3,864 per Unit
14	Single Family Attached Property	> 2,400	$3,935 per Unit
15	Single Family Detached Property	< 1,401	$2,628 per Unit
16	Single Family Detached Property	1,401 – 1,600	$2,808 per Unit
17	Single Family Detached Property	1,601 – 1,800	$2,967 per Unit
18	Single Family Detached Property	1,801 – 2,000	$3,176 per Unit
19	Single Family Detached Property	2,001 – 2,200	$3,209 per Unit
20	Single Family Detached Property	2,201 – 2,400	$3,276 per Unit
21	Single Family Detached Property	> 2,400	$3,501 per Unit
22	Other Residential Property		$174,374 per Acre
23	Non-Residential Property		$174,374 per Acre

3) Backup Special Tax

The Backup Special Tax shall be $3,215 per Unit of Single Family Attached Property and $3,132 per Unit of Single Family Detached Property. However, if the Expected Residential Lot Count for Single Family Attached Property does not equal 144 and for Single Family Detached Property does not equal 187, and the City has not issued Bonds, then the Backup Special Tax for Designated Buildable Lots of Single Family Attached Property and Single Family Detached Property shall be calculated according to the following formulas:

Attached = $462,962 ÷ Expected Residential Lot Count for Single Family Attached Property

Detached = $585,776 ÷ Expected Residential Lot Count for Single Family Detached Property

If any portion of a Final Subdivision Map, or any area expected by CFD No. 77 to become Final Mapped Property – such as the area within TTM 20562, or any other Tentative Tract Map – changes any time after the City has issued Bonds, causing an adjustment to the number of Designated Buildable Lots, then the Backup Special Tax for all Designated Buildable Lots of Single Family Property subject to the change shall be calculated according to the following steps:

Step 1: Determine the total Backup Special Tax that could have been collected from Designated Buildable Lots of Single Family Attached Property or Single Family Detached Property prior to the Final Subdivision Map or expected Final Mapped Property change.

Step 2: Divide the amount determined in Step 1 by the number of Designated Buildable Lots of Single Family Attached Property or Single Family Detached Property that exists after the Final Subdivision Map or expected Final Mapped Property change.

Step 3: Apply the amount determined in Step 2 as the Backup Special Tax per Unit for Single Family Attached Property or Single Family Detached Property.

The Backup Special Tax for an Assessor's Parcel shall not change once an Assessor's Parcel is classified as Developed Property.

b. Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, and Undeveloped Property

The Maximum Special Tax for Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, and Undeveloped Property shall be $174,374 per Acre, and shall not be subject to increase or reduction and, therefore, shall remain the same in every Fiscal Year.

2. Multiple Land Use Classes on an Assessor's Parcel

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax levied on such Assessor's Parcel shall be the sum of the Maximum Special Tax for all Units of Single Family Property and Acres of Other Residential Property and Non-Residential Property (based on the pro rata share of Square Footage between Other Residential Property and Non-Residential Property, according to the applicable building permits, Final Subdivision Map, parcel map, condominium plan, or other recorded County map) located on that Assessor's Parcel.

3. Developed Property Special Tax Obligation

Once an Assessor's Parcel has been taxed in any Fiscal Year as Developed Property, the Assessor's Parcel shall continue to be taxed as Developed Property regardless of changes to or expiration of the original building permit, and regardless of revisions to or destruction of the structure that was, or was expected to be, constructed pursuant to the original building permit.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Each Fiscal Year, beginning with Fiscal Year 2026-27, the CFD Administrator shall determine the Special Tax Requirement for such Fiscal Year. The Special Tax shall then be levied as follows:

First: If needed to satisfy the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Assigned Special Tax;

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Final Mapped Property up to 100% of the Maximum Special Tax for Final Mapped Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for Undeveloped Property;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Developed Property whose Maximum Special Tax is determined through the application of the Backup Special Tax shall be increased Proportionately from the Assigned Special Tax up to the Maximum Special Tax for each such Assessor's Parcel;

Fifth: If additional monies are needed to satisfy the Special Tax Requirement after the first four steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property up to the Maximum Special Tax for Taxable Property Owner Association Property;

Sixth: If additional monies are needed to satisfy the Special Tax Requirement after the first five steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to the Maximum Special Tax for Taxable Public Property.

Notwithstanding the above, under no circumstances shall the Special Tax levied in any Fiscal Year on any Assessor's Parcel of Single Family Property or Other Residential Property for which an occupancy permit for private residential use has been issued be increased as a result of delinquency or default by the owner or owners of any other Assessor's Parcel or Assessor's Parcels within CFD No. 77 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.

E. EXEMPTIONS

No Special Tax shall be levied on up to 11.17 Acres of Property Owner Association Property. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property becomes Property Owner Association Property.

Property Owner Association Property or Public Property that is not exempt from the Special Tax under this section shall be subject to the levy of the Special Tax and shall be taxed Proportionately as part of the fifth or sixth step, respectively, in Section D above, up to 100% of the applicable Maximum Special Tax for Taxable Property Owner Association Property and Taxable Public Property. No Special Tax shall be levied in any Fiscal Year on Assessor's Parcels that have fully prepaid the Special Tax obligation pursuant to the formula set forth in Section H.

No Special Tax shall be levied on Lower Income Household Welfare Exemption Property; provided, however, that if, in any Fiscal Year, applicable law does not require that Lower Income Household Welfare Exemption Property be exempt from some portion, or all, of the Special Tax, such portion, or all, of the Special Tax shall be levied

on such property in accordance with this Rate and Method of Apportionment based on the Land Use Class to which the Assessor's Parcel is assigned.

F. APPEALS

Any property owner may file a written appeal of the Special Tax with CFD No. 77 claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. 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 property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Tax to be modified or changed in favor of the property owner, then the CFD Administrator shall determine if sufficient Special Tax revenue is available to make a cash refund. If a cash refund cannot be made, then an adjustment shall be made to credit future Special Tax levy(ies).

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

G. MANNER OF COLLECTION

The Special Taxes shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the Special Taxes may be collected in such other manner as the City Council shall determine, including direct billing of affected property owners.

H. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section H:

"CFD Public Facilities" means $12,843,000 for each Prepayment Period, or such lower number as determined by the City Council to be sufficient to fund the Facilities and Services to be provided by CFD No. 77.

"Expenditures Fund" means funds or accounts, regardless of their names, that are established to hold moneys that are available to acquire or construct Facilities and to fund Services.

"Future Facilities Costs" means the CFD Public Facilities minus (i) Facilities and Services costs previously paid from the Expenditures Fund during the Prepayment Period in which the prepayment is being made, (ii) moneys currently on deposit in the Expenditures Fund from deposits made during the Prepayment Period in which the prepayment is being made, and (iii) moneys currently on deposit in an escrow fund that are expected to be available to finance Facilities costs. In no event shall the amount of Future Facilities Costs be less than zero.

"Prepayment Period" means one of three periods of time during which a Special Tax prepayment may be made.

"Prepayment Period 1" means July 1, 2026, through June 30, 2060.

"Prepayment Period 2" means July 1, 2060, through June 30, 2093.

"Prepayment Period 3" means July 1, 2093, through June 30, 2127.

1. Prepayment in Full

The obligation of an Assessor's Parcel to pay the Special Tax may be prepaid as described herein, provided that a prepayment may be made only for Assessor's Parcels for which a building permit for new construction was issued after January 1, 2025, 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 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 a fee for providing this service. Prepayment in any six month period must be made not less than 45 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture.

The 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
Total	Prepayment Amount

As of the proposed date of prepayment, the Special Tax Prepayment Amount (defined below) shall be calculated by the CFD Administrator as follows:

Paragraph No.

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel, and determine the Prepayment Period for the proposed prepayment.

2. Compute the Assigned Special Tax and Backup Special Tax for the Assessor's Parcel to be prepaid based on the Developed Property Special Tax which is, or could be, charged in the current Fiscal Year. For Assessor's Parcels of Final Mapped Property (for which a building permit has been issued but which is not yet classified as Developed Property) to be prepaid, compute the Assigned Special Tax and Backup 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 that Assessor's Parcel.

3. (a) Divide the Assigned Special Tax computed pursuant to Paragraph 2 by the total estimated Assigned Special Tax for CFD No. 77 based on the Developed Property Special Tax which could be charged in the current Fiscal Year on all expected development through buildout of CFD No. 77, excluding any Assessor's Parcels which have been prepaid, and

   (b) Divide the Backup Special Tax computed pursuant to Paragraph 2 by the estimated total Backup Special Tax at buildout of CFD No. 77, 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 Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (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 Outstanding Bonds to be redeemed (the "Redemption Premium").

6. Compute the Future Facilities Costs for the applicable Prepayment Period.

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 earliest redemption date for the Outstanding Bonds.

9. Determine the Special Tax levied on the Assessor's Parcel in the current Fiscal Year which has not yet been paid.

10. Add the amounts computed pursuant to Paragraphs 8 and 9 to determine the "Defeasance Amount".

11. Verify the administrative fees and expenses of CFD No. 77, including the costs to compute the prepayment, the costs to invest the prepayment proceeds, the costs to redeem Bonds, and the costs to record any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").

12. If reserve funds for the Outstanding Bonds, if any, are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment date, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "Reserve Fund Credit"). No Reserve Fund Credit shall be granted if reserve funds are below 100% of the reserve requirement on the prepayment date or the redemption date.

13. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Paragraphs 4, 5, 7, 10, and 11, less the amount computed pursuant to Paragraph 12 (the "Prepayment Amount").

14. From the Prepayment Amount, the amounts computed pursuant to Paragraphs 4, 5, 10, and 12 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Paragraph 7 shall be deposited into the Expenditures Fund. The amount computed pursuant to Paragraph 11 shall be retained by CFD No. 77.

The Special Tax Prepayment Amount may be sufficient to redeem other than a $5,000 increment of Bonds. In such cases, the increment above $5,000, or integral multiple thereof, will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of Bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under Paragraph 9 (above), the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid during Prepayment Period 3, the CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act to indicate that the Special Tax has been prepaid and that the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

With respect to the Special Tax for any Assessor's Parcel that is prepaid during Prepayment Period 1 or Prepayment Period 2, the obligation of such Assessor's Parcel to pay the Special Tax shall be tolled, or suspended, through the end of such Prepayment Period, but shall resume in the first Fiscal Year of the subsequent Prepayment Period. The CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act to indicate that the Special Tax has been satisfied for the remainder of the applicable Prepayment Period but has not been permanently satisfied and the obligation to pay the Special Tax will resume in the first Fiscal Year of the Prepayment Period following the Prepayment Period in which the prepayment was made. Once the

obligation of an Assessor's Parcel to pay the Special Tax resumes, the Special Tax for the then applicable Prepayment Period may be prepaid.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of the Maximum Special Tax that may be levied on Taxable Property within CFD No. 77 (after excluding 11.17 Acres of Property Owner Association Property) both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

2. Prepayment in Part

The Special Tax on an Assessor's Parcel for which a building permit for new construction was issued after January 1, 2025, may be partially prepaid. The amount of the prepayment shall be calculated as in Section H.1, except that a partial prepayment shall be calculated by the CFD Administrator according to the following formula:

$$PP = (PF - AE) \times \% + AE.$$

The terms above have the following meaning:

PP = the partial prepayment
PF = the Prepayment Amount (full prepayment) for the Special Tax calculated according to Section H.1
AE = the Administrative Fees and Expenses determined pursuant to paragraph 11 above
% = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax

The Special Tax partial prepayment amount must be sufficient to redeem at least a $5,000 increment of Bonds.

The owner of any Assessor's Parcel who desires such prepayment shall notify the CFD Administrator of such owner's intent to partially prepay the Special Tax and the percentage by which the Special Tax shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax for an Assessor's Parcel within thirty (30) days of the request and may charge a fee for providing this service. With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute the remitted prepayment funds according to Section H.1, and (ii) indicate in the records of CFD No. 77 that there has been a partial prepayment of the Special Tax and that a portion of the Special Tax with respect to such Assessor's Parcel, equal to the outstanding percentage (100% - "%", as defined above) of the Maximum Special Tax, shall continue to be levied on such Assessor's Parcel pursuant to Section D during the Prepayment Period in which the partial prepayment is made.

For partial prepayments made during Prepayment Period 1 or Prepayment Period 2, the full amount of the Special Tax shall resume in the first Fiscal Year of the Prepayment Period following the Prepayment Period in which the partial prepayment was made.

Once the obligation of an Assessor's Parcel to pay the Special Tax resumes, the Special Tax for the then applicable Prepayment Period may be prepaid.

I. TERM OF SPECIAL TAX

The Fiscal Year after which no further Special Tax shall be levied or collected is Fiscal Year 2126-2127, except that the Special Tax that was lawfully levied in or before such Fiscal Year and that remains delinquent may be collected in subsequent years.

EXHIBIT A

CERTIFICATE OF MODIFICATION OF SPECIAL TAX
(PAGE 1 OF 3)

CITY OF ONTARIO AND CFD NO. 77 CERTIFICATE

1. Pursuant to Section C.1 of the Rate and Method of Apportionment of Special Tax (the "Rate and Method") for City of Ontario Community Facilities District No. 77 (The Resort at Ontario Ranch Facilities) ("CFD No. 77"), the Assigned Special Tax and the Backup Special Tax for Developed Property within CFD No. 77 has been modified.

    a. The information in Table 1 below relating to the Assigned Special Tax for Developed Property within CFD No. 77, as stated in Section C.1.a.2 of the Rate and Method of Apportionment, has been modified as follows:

TABLE 1
ASSIGNED SPECIAL TAX – DEVELOPED PROPERTY

Land Use Class	Description	Residential Floor Area (Square Footage)	Assigned Special Tax
1	Single Family Attached Property	< 1,201	$[ ] per Unit
2	Single Family Attached Property	1,201 – 1,300	$[ ] per Unit
3	Single Family Attached Property	1,301 – 1,400	$[ ] per Unit
4	Single Family Attached Property	1,401 – 1,500	$[ ] per Unit
5	Single Family Attached Property	1,501 – 1,600	$[ ] per Unit
6	Single Family Attached Property	1,601 – 1,700	$[ ] per Unit
7	Single Family Attached Property	1,701 – 1,800	$[ ] per Unit
8	Single Family Attached Property	1,801 – 1,900	$[ ] per Unit
9	Single Family Attached Property	1,901 – 2,000	$[ ] per Unit
10	Single Family Attached Property	2,001 – 2,100	$[ ] per Unit
11	Single Family Attached Property	2,101 – 2,200	$[ ] per Unit
12	Single Family Attached Property	2,201 – 2,300	$[ ] per Unit
13	Single Family Attached Property	2,301 – 2,400	$[ ] per Unit
14	Single Family Attached Property	> 2,400	$[ ] per Unit
15	Single Family Detached Property	< 1,401	$[ ] per Unit
16	Single Family Detached Property	1,401 – 1,600	$[ ] per Unit

Land Use Class	Description	Residential Floor Area (Square Footage)	Assigned Special Tax
17	Single Family Detached Property	1,601 – 1,800	$[ ] per Unit
18	Single Family Detached Property	1,801 – 2,000	$[ ] per Unit
19	Single Family Detached Property	2,001 – 2,200	$[ ] per Unit
20	Single Family Detached Property	2,201 – 2,400	$[ ] per Unit
21	Single Family Detached Property	> 2,400	$[ ] per Unit
22	Other Residential Property		$[ ] per Acre
23	Non-Residential Property		$[ ] per Acre

b. The Backup Special Tax for Developed Property, as stated in Section C.1.a.3, shall be modified as follows:

The Backup Special Tax shall be $[ ] per Unit of Single Family Attached Property and $[ ] per Unit of Single Family Detached Property. However, if the Expected Residential Lot Count for Single Family Attached Property does not equal 144 and for Single Family Detached Property does not equal 187, and the City has not issued Bonds, then the Backup Special Tax for Designated Buildable Lots of Single Family Attached Property and Single Family Detached Property shall be calculated according to the following formulas:

Attached = $[ ] ÷ Expected Residential Lot Count for Single Family Attached Property

Detached = $[ ] ÷ Expected Residential Lot Count for Single Family Detached Property

2. The Special Tax for Developed Property may only be modified prior to the first issuance of CFD No. 77 Bonds.

3. Upon execution of this certificate by CFD No. 77, CFD No. 77 shall cause an amended notice of Special Tax lien for CFD No. 77 to be recorded reflecting the modifications set forth herein.

EXHIBIT A

CERTIFICATE OF MODIFICATION OF SPECIAL TAX
(PAGE 3 OF 3)

Capitalized undefined terms used herein have the meanings ascribed thereto in the Rate and Method. The modifications set forth in this Certificate have been calculated by the CFD Administrator in accordance with the Rate and Method.

GOODWIN CONSULTING GROUP, INC.
CFD ADMINISTRATOR

By:_____ Date:_____

The undersigned acknowledges receipt of this Certificate and of the modification of the Assigned Special Tax and Backup Special Tax for Developed Property as set forth in this Certificate.

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 77
(THE RESORT AT ONTARIO RANCH FACILITIES)

By:_____ Date:_____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING IT NECESSARY FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 77 (THE RESORT AT ONTARIO RANCH FACILITIES) TO INCUR BONDED INDEBTEDNESS.

WHEREAS, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), has this date adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Intention to Establish a Community Facilities District Proposed to be Named City of Ontario Community Facilities District No. 77 (The Resort at Ontario Ranch Facilities) and to Authorize the Levy of a Special Tax Therein," stating its intention to establish City of Ontario Community Facilities District No. 77 (The Resort at Ontario Ranch Facilities) (the "Community Facilities District") and to authorize the Community Facilities District to levy a special tax within the Community Facilities District for the purpose of financing certain public facilities (the "Facilities") and services; and

WHEREAS, the City Council deems it necessary for the Community Facilities District to incur bonded indebtedness.

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

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

SECTION 2. The City Council declares it necessary for the Community Facilities District to incur bonded indebtedness.

SECTION 3. The proposed debt will be incurred for the purpose of financing the costs of the Facilities, including all costs and estimated costs incidental to, or connected with, the accomplishment of said purpose, including, but not limited to, such costs and estimated costs as are described in Section 53345.3 of the Act.

SECTION 4. The maximum amount of the proposed debt is $45,000,000.

SECTION 5. The City Council hereby fixes Tuesday, May 19, 2026, at 6:30 p.m., or as soon thereafter as the City Council may reach the matter, at 303 East B Street, Ontario, 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 19, 2026 City Council meeting is held via teleconference and/or videoconference only, the means by which the public may observe such public hearing and offer public comment shall be prescribed in the notice and agenda for such City Council meeting.

SECTION 6. The City Clerk of the City is hereby directed to publish, or cause to be published, a notice of said public hearing one time in a newspaper of general circulation published in the area of the proposed Community Facilities District. Publication of said notice shall be completed at least seven days prior to the date herein fixed for said public hearing. Said notice shall contain all of the information prescribed by Section 53346 of the Act.

SECTION 7. All actions heretofore taken by the officers, employees and agents of the City with respect to the incurrence of bonded indebtedness by the Community Facilities District, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

SECTION 8. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 9. This Resolution shall take effect immediately upon its adoption.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 7th day of April 2026.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2026- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held April 7, 2026 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held April 7, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **April 7, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Jay Bautista Department: Public Works Prepared By: Jaime Maciel-Carrera Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Khoi Do, Bonnie Tam, Jacqueline Leon Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 8

SUBJECT: **A RESOLUTION AUTHORIZING SUBMITTAL OF CLAIMS TO THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FOR THE 2025 TRANSPORTATION DEVELOPMENT ACT, ARTICLE 3 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM AND TRANSIT STOP ACCESS PROGRAM**

RECOMMENDATION: That the City Council take the following actions:

A. Adopt a Resolution approving the submittal of claims to the San Bernardino County Transportation Authority (SBCTA) for the 2025 Transportation Development Act (TDA) Article 3 Bicycle and Pedestrian Facilities Program Funds in the amount of $746,738 for the Downtown Euclid Avenue Corridor Project, and the Transit Stop Access Program Funds in the amount of $82,335 for the Bus Stop Improvements Project; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The City is eligible to receive reimbursement in the total amount of $829,073 through SBCTA from the 2025 TDA Article 3 Grant. Reimbursement from the Bicycle and Pedestrian Facilities Program for the Downtown Euclid Avenue Corridor Project is in the amount of $746,738. Reimbursement from the Transit Stop Access Program for the Bus Stop Improvements Project is in the amount of $82,335. If approved, additional appropriations in the Grants Fund will be included in

future quarterly budget updates to the City Council for the Downtown Euclid Avenue Corridor Project and the Bus Stop Improvements Project.

BACKGROUND & ANALYSIS: The City submitted two applications for the 2025 Transportation Development Act (TDA) Article 3 Call for Projects: 1) Downtown Euclid Avenue Corridor Project for design; and 2) Bus Stop Improvements Project to install bus stop boarding pads at Haven Avenue at Inland Empire Boulevard; Riverside Drive at Colonial Avenue; Vineyard Avenue at Sixth Street, and Vineyard Avenue at Francis Street. The City has applied for and utilized TDA Article 3 project funds in the past for similar project improvements. An evaluation panel comprised of representatives from SBCTA, Southern California Association of Governments, Riverside County Transportation Commission, and Active Inland Empire received and scored the potential projects.

City Staff was informed of the award, based on evaluation results, in November 2025. SBCTA requires that within 6 months of funding award notification, that a submittal of a claim form and an authorizing Resolution be completed. Upon approval, Staff will submit the claim form and Resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING SUBMITTAL OF CLAIMS TO THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FOR TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 FUNDS FOR THE DOWNTOWN EUCLID AVENUE CORRIDOR PROJECT AND BUS STOP IMPROVEMENT PROJECT.

WHEREAS, Mills-Alquist-Deddeh Act (SB 325) was enacted by the California Legislature to improve existing public transportation services and encourage regional transportation coordination. Known as the Transportation Development Act (TDA) of 1971, this law provides funding to be allocated to transit and non-transit related purposes that comply with regional transportation plans; and

WHEREAS, TDA provides two funding sources, the Local Transportation Fund (LTF) and State Transit Assistance fund (STA); and

WHEREAS, LTF is derived from a ¼ cent of the general sales tax collected statewide and apportioned by population to areas within the county; and

WHEREAS, STA is derived from the statewide sales tax on diesel fuel, plus an additional vehicle registration fee authorized under Senate Bill 1, referred to as the State of Good Repair, and both are apportioned by the State Controller's Office 50% by population and 50% by transit operator revenues; and

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) authorizes funding for a wide variety of transportation programs in San Bernardino County, including planning and program activities, pedestrian and bicycle facilities, community transit services, public transportation, and bus and rail projects to local transportation agencies through annual apportionment and allocation processes, and approves payments periodically throughout the year; and

WHEREAS, SBCTA awarded the City of Ontario the 2025 TDA Article 3 Bicycle and Pedestrian Facilities Program Funds for $746,738 for the Downtown Euclid Avenue Corridor Project, and Transit Stop Access Program Funds for $82,335 for the Bus Stop Improvements Project within the City of Ontario jurisdiction through a competitive "Call for Projects"; and

WHEREAS, TDA Article 3 grant funds are provided on a reimbursement basis; and

WHEREAS, SBCTA requires the City of Ontario to submit claims and request(s) for reimbursement; and

WHEREAS, submittal of the claims for TDA Article 3 funds must be first authorized by the City Manager; and

WHEREAS, the Downtown Euclid Avenue Corridor Project and Bus Stops Improvements Project awards are over $200,000, and are eligible for progress reimbursement, or under, and eligible for reimbursement at project completion; and

WHEREAS, SBCTA requires the designation of individuals authorized to certify Project completion; and

WHEREAS, the City Manager, or their designee, is authorized to certify project completion.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ontario, California, authorizes submittal of claims and requests for reimbursements for TDA Article 3 funds for the Downtown Euclid Avenue Corridor Project in the amount of $746,738, and for the Bus Stop Improvements Project in the amount of $82,335 and for a total reimbursement in the amount of $829,073, and that the City Manager is authorized to certify project completion.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized and empowered to execute in the name of the City of Ontario all documents, including but not limited to applications, agreements, annual reports including expenditure reports and amendments necessary to secure said reimbursement claim payments to support our TDA Article 3 Funds for the Downtown Euclid Avenue Corridor Project and for the Bus Stop Improvements Project.

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the signature authority or this Governing Body.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 7th day of April 2026.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2026- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held _____ by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held _____.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

Claim Form
Article 3 Grant Program

Project Name: Downtown Euclid Avenue Corridor Project **Grant Allocation No:** L26-Art3-ONT-12

Claimant:	City of Ontario
Address:	303 East B Street
	Ontario, CA. 91764
Attention:	Jay Bautista
Phone No:	909-395-2120
E-mail Address:	jbautista@ontarioca.gov

Award Amount $ 746,738.00

Purpose: Please check one purpose.

☑ Article 3 Bicycle/Pedestrian Facilities, *Public Utilities Code (PUC) 99233.3*

☐ Transit Stop Access Improvements, *PUC 99233.3*

Note: this form only needs to be completed and submited with the full award amount once.

Authorizing Signature:
(Authorized Agent specified in Authorizing Resolution)

Date:

Signature

Scott Ochoa, City Manager

Type Name & Title

Condition of Approval:
Approval of this claim and payment by the County Auditor to this claimant are subject to monies being available and to the provision that such monies will be used only in accordance with the approved allocation instruction.

Claim Form
Article 3 Grant Program

Project Name: City of Ontario Bus Stop Improvements **Grant Allocation No:** L26-Art3-ONT-19

Claimant:	City of Ontario
Address:	303 East B Street
	Ontario, CA. 91764
Attention:	Ginger Koblasz
Phone No:	909-395-2120
E-mail Address:	jbautista@ontarioca.gov

Award Amount $ 82,335.00

Purpose: Please check one purpose.

☐ Article 3 Bicycle/Pedestrian Facilities, *Public Utilities Code (PUC) 99233.3*

☑ Transit Stop Access Improvements, *PUC 99233.3*

Authorizing Signature:
(Authorized Agent specified in Authorizing Resolution)

Date:

Signature

Scott Ochoa, City Manager

Type Name & Title

Condition of Approval:
Approval of this claim and payment by the County Auditor to this claimant are subject to monies being available and to the provision that such monies will be used only in accordance with the approved allocation instruction.

CITY OF ONTARIO *Agenda Report* **April 7, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Management Services Prepared By: Tricia Almiron Department: Prepared By: Tricia Almiron Staff Member Presenting: Jordan Villwock, Deputy City Manager Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 9

SUBJECT: A RESOLUTION APPROVING THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY MEASURE I 3.0 PLAN

RECOMMENDATION: That the City Council adopt a Resolution approving the San Bernardino County Transportation Authority Measure I 3.0 Expenditure Plan.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

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

BACKGROUND & ANALYSIS: Measure I is the half-cent transaction and use tax collected throughout San Bernardino County for transportation improvements. San Bernardino County voters first approved the Measure in 1989, and in 2004, overwhelmingly approved its extension through 2040. Measure I's performance, success, and future renewal have remained essential discussion items for San Bernardino County Transportation Authority (SBCTA). With the current Measure expiring in 2040, Measure I 3.0 is needed to provide future infrastructure investments in San Bernardino County and enhance quality of life functions the Council of Governments provides. The SBCTA Board approved the draft Expenditure Plan on February 4, 2026.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE EXPENDITURE PLAN FOR THE EXPENDITURE OF REVENUES IN SAN BERNARDINO COUNTY EXPECTED TO BE DERIVED FROM THE PROPOSED CONTINUATION OF MEASURE I.

WHEREAS, the voters of San Bernardino County passed Measure I in November 1989 and renewed it in 2004, authorizing San Bernardino Associated Governments, acting as the San Bernardino County Transportation Authority, to impose a one-half of one percent transactions and use tax for transportation improvements, applicable in the incorporated and unincorporated territory of the County of San Bernardino, through April 1, 2040, and

WHEREAS, Measure I has provided funding for numerous transportation projects, including freeways, local roads, major streets, interchanges, the Metrolink commuter train system, public buses, traffic signals, and more; and

WHEREAS, the imposition of the one-half of one percent transactions and use tax is set to expire in 2040, and

WHEREAS, San Bernardino County Transportation Authority, after engagement with private sector stakeholders and city and County representatives, has prepared an Expenditure Plan for the revenues expected to be derived from the proposed continuation of Measure I, which is anticipated to be placed on the November 3, 2026, ballot, and

WHEREAS, the proposed Expenditure Plan for the continuation of Measure I is attached hereto as Exhibit 1, and

WHEREAS, if approved by the voters, the continuation of Measure I would authorize the collection of a one-half of one percent sales tax and generate an estimated $7.5 billion in its first 30 years for local transportation projects, and

WHEREAS, if approved by the voters, the continuation of Measure I would not institute a new tax, but continue the existing one-half of one percent sales tax for transportation after April 1, 2040, and

WHEREAS, revenues raised from the continuation of Measure I would remain in San Bernardino County and could not be allocated by the state or federal government, and

WHEREAS, Measure I would provide a long-term funding source to help fight traffic congestion; improve local streets, major roads and highways; and enhance San Bernardino County’s economy by providing construction-related jobs, manufacturing jobs, and an effective transportation system to meet the needs of residents and the business community, and

WHEREAS, Public Utilities Code section 180206 requires that the Measure I Continuation Expenditure Plan be approved by the County Board of Supervisors and a majority of the cities representing a majority of the population residing in incorporated areas.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ontario, California, hereby approves the Measure I Continuation Expenditure Plan developed by the Board of Directors of the San Bernardino County Transportation Authority (Exhibit 1).

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 7th day of April 2026.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2026- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held April 7, 2026 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held April 7, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

Exhibit A

Transportation Expenditure Plan

Revenue Estimates and Distribution. Allocation of revenue authorized by Ordinance No. 26-1 is established within this Expenditure Plan. Funds shall be allocated by percentage of the actual revenue received. An estimate of revenues and allocation among categories for the first 30 years is $7.5 billion. The estimated revenue is based upon 2026 value of money and is not binding or controlling.

Return to Source. After deduction of required CDTFA fees, funds dedicated for the Interregional Mobility Expenditure Plan and authorized administrative costs, revenues generated from each specified Subarea within San Bernardino County will be expended on projects of direct benefit to that Subarea. Revenues will be accounted for separately for each Subarea and then allocated to specified project categories. Decisions on how revenues for certain project categories are expended within the Subareas will be made by the Authority Board of Directors, based upon recommendation of local representatives.

Subarea Identification. The San Bernardino Valley Subarea will include the cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa and unincorporated areas in the east and west portions of the San Bernardino valley urbanized area. The Mountain/Desert area will include the following subareas: (1) The North Desert Subarea, which includes the City of Barstow and surrounding unincorporated areas; (2) The Colorado River Subarea, which includes the City of Needles and the surrounding unincorporated areas of the East Desert; (3) The Morongo Basin Subarea, which includes the City of Twentynine Palms, Town of Yucca Valley, and surrounding unincorporated areas; (4) The Mountain Subarea, which includes the City of Big Bear Lake and surrounding unincorporated areas of the San Bernardino Mountains; and (5) the Victor Valley Subarea, which includes the Cities of Adelanto, Hesperia, and Victorville; the Town of Apple Valley; and surrounding unincorporated areas including Wrightwood.

Contribution from New Development. No revenue generated from the tax shall be used to replace the fair share contributions required from new development as further described in Section 8 of the Ordinance.

Requirement for Annual Financial and Compliance Audits of Measure Funds. The San Bernardino County Transportation Authority shall undergo a biennial financial audit, and each local jurisdiction receiving an allocation of Measure revenue authorized in this Expenditure Plan shall undergo an annual financial audit, with all audits to be performed in accordance with generally accepted auditing standards and government auditing standards issued by the Comptroller General of the United States. Compliance audits also shall be conducted to ensure that each agency is expending funds in accordance with the provisions and guidelines established for Measure revenue including compliance with Maintenance of Effort provisions

The Interregional Mobility Expenditure Plan. Upon initial collection of revenue, 3% of the revenue generated across all San Bernardino County subareas will be reserved in advance of other allocations specified in this plan, in an account for the Interregional Mobility Expenditure Plan. The Interregional Mobility Expenditure Plan will provide resources for the planning and implementation of projects and programs that provide critical infrastructure to communities impacted by regional motorist, tourism, interregional travel, and goods movement. This program will help plan and deliver critical infrastructure improvements, such as enhancements in the Cajon Pass and other key corridors, that address congestion,

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enhance mobility, improve safety, and strengthen resilience. It will also support evacuation planning, bolster emergency response capabilities, improve primary evacuation routes, and fund transit-related evacuation needs. In addition, the program will be available to address unexpected infrastructure damage resulting from natural or human-caused disasters, ensuring rapid recovery and the restoration of essential interregional mobility.

San Bernardino Valley Subarea Expenditure Plan. In that area described as the San Bernardino Valley Subarea, and referred to herein as the Valley Subarea, project categories shall be established as specified below. The San Bernardino Valley Subarea Expenditure Plan is illustrated in Figure A.

A. State and Federal Transportation Funds. A proportional share of projected state and federal transportation funds shall be reserved for use solely within the Valley Subarea.

B. Local Mobility 25%. Local priorities that focus on local roadway, bikeway, and sidewalk construction, repair, and maintenance for improved localized movement. Includes pass through for local priorities such as: local street widening & rehabilitation, potholes, grade separations, sidewalks, bike lanes, streetlights, and quiet zones. Allocations to local jurisdictions shall be on a per capita basis using the most recent State Department of Finance population estimates for January 1, with the County's portion based upon unincorporated population in the Valley Subarea. Estimates of unincorporated population within the Valley Subarea shall be determined by the County Planning Department, reconciled with the State Department of Finance population estimate for January 1 of each year.

Upon initial collection of revenue, each local jurisdiction shall reserve 5% of allocated revenue in a special account to be expended on active transportation projects. Eligible active transportation projects may include, at the discretion of the local jurisdiction, bicycle and pedestrian projects and costs for associated studies or plans. If, after at least ten years of revenue collection, the local jurisdiction's governing body makes a finding that the reserve for active transportation projects is no longer necessary, and the Authority Board of Directors subsequently approves the finding, then all Local Mobility funds allocated to the local jurisdiction may be used for any eligible purpose.

Local Mobility projects are defined as local street and road construction, repair, and maintenance and other eligible local transportation priorities. Except as set forth herein, Local Mobility funds can be used flexibly for any eligible transportation purpose determined to be a local priority, including local streets, major highways, state highway improvements, transit, and other improvements/programs to maximize use of transportation facilities. Expenditure of Local Mobility funds shall be based upon a Five-Year Plan adopted annually by the governing body of each local jurisdiction after being made available for public review and comment. Local Mobility funds shall be disbursed to local jurisdictions upon receipt of the annually adopted Five-Year Plan. The locally adopted Five-Year Plan shall be consistent with local, regional, and state transportation plans.

C. Regional Mobility 50%. Regional priorities that focus on goods movement, transit, managed lanes, congestion management, and emerging transportation technologies to enhance regional movement and include: highway improvements, bus and passenger rail (capital and rehabilitation), corridors, interchanges, environmental mitigation, traffic management systems (freeway service patrol and air quality strategies), quiet zones, planning and project development, and emerging transportation technology.

Regional Mobility projects are defined as congestion relief and safety improvements to corridors that connect communities, serve major destinations, and provide freeway access. Decisions on how Regional Mobility funds are expended will be made by the Authority Board of Directors, based upon recommendation of local jurisdiction representatives. Funding priorities shall be given to improving roadway safety, relieving congestion, and street improvements at rail crossings and shall take into

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account equitable geographic distribution over the life of the program. Eligible projects also include, but are not limited to, signal synchronization, systems to improve traffic flow, commuter assistance programs, freeway service patrol, and projects that contribute to environmental enhancement associated with transportation facilities.

D. Operations 25%. Resourcing the operational costs for providing mobility services via rail, transit, senior and specialized services, first/last mile connections, ridesharing, and safety support functions. Decisions on how Operations funds are expended will be made by the Authority Board of Directors, based upon recommendations of local jurisdiction representatives. Funding priorities shall be given to maintaining core services across all modes of mobility.

Mountain/Desert Expenditure Plan. In that area described as the Mountain/Desert area, the following Expenditure Plan requirements shall apply. The Mountain/Desert Subarea Expenditure Plan is illustrated in Figure B.

A. State and Federal Transportation Funds. A proportional share of projected state and federal transportation funds shall be reserved for use solely within the Mountain/Desert Subareas.

B. Local Mobility 70%. Local priorities that focus on local roadway, bikeway, and sidewalk construction, repair, and maintenance for improved localized movement. Includes pass through for local priorities such as: local street widening & rehabilitation, potholes, grade separations, sidewalks, bike lanes, and streetlights. Allocations to local jurisdictions shall be based upon population (50 percent) and tax generation (50 percent). Population calculations shall be based upon the most current State Department of Finance estimates for January 1 of each year. Estimates of unincorporated population within each Subarea shall be determined by the County Planning Department, reconciled with the State Department of Finance population estimate. Tax generation calculations shall be based upon CDTFA data.

Upon initial collection of revenue, each local jurisdiction shall reserve 5% of allocated revenue in a special account to be expended on active transportation projects. Eligible active transportation projects may include, at the discretion of the local jurisdiction, but are not limited to, bicycle and pedestrian projects and costs for associated studies or plans. If, after at least ten years of revenue collection, the local jurisdiction's governing body makes a finding that the reserve for active transportation projects is no longer necessary, and the Authority Board of Directors subsequently approves the finding, then all Local Mobility funds allocated to the jurisdiction may be used for any eligible purpose.

Local Mobility projects are defined as local street and road construction, repair, and maintenance and other eligible local transportation priorities. Except as set forth herein, Local Mobility funds can be used flexibly for any eligible transportation purpose determined to be a local priority, including local roads, major streets, state highway improvements, transit, including but not limited to, fare subsidies and service enhancements for seniors and persons with disabilities, and other improvements/programs to maximize use of transportation facilities. Expenditure of Local Mobility funds shall be based upon a Five-Year Plan adopted annually by the governing body of each local jurisdiction after being made available for public review and comment. Local Mobility funds shall be disbursed to local jurisdictions upon receipt of the annually adopted Five-Year Plan. The locally adopted Five-Year Plans shall be consistent with other local, regional, and state transportation plans.

C. Regional Mobility 20%. Regional priorities that focus on goods movement, transit, managed lanes, congestion management, and emerging transportation technologies to enhance regional movement and include: highway improvements, bus and passenger rail (capital and rehabilitation), corridors, interchanges, environmental mitigation, traffic management systems (freeway service patrol and air quality strategies), planning and project development, and emerging transportation technology.

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Revenue collected within each Subarea shall be reserved in a special account to be expended on Regional Mobility projects of benefit to the Subarea. Regional Mobility projects are defined as major streets and highways serving as primary routes of travel within the Subarea, which may include State highways and freeways, where appropriate. Regional Mobility Projects funds can be used to leverage state and federal funds for transportation projects and to perform advance planning/project reports. Expenditure of Regional Mobility funds shall be approved by the Authority Board of Directors, based upon a recommendation of Subarea representatives and the Mountain/Desert Policy Committee. If, after five years of revenue collection and every five years thereafter, the local representatives and the Mountain/Desert Policy Committee make a finding that Regional Mobility funds are not required for improvements of benefit to the Subarea, then revenue in the Regional Mobility category may be returned to local jurisdictions within the Subarea. Such return shall be allocated and expended based upon the formula and requirements established in the Local Mobility category.

D. Operations 10%. Resourcing the operational costs for providing mobility services via rail, transit, senior and specialized services, first/last mile connections, ridesharing, and safety support functions. Decisions on how Operations funds are expended will be made by the Authority Board of Directors, based upon recommendation of Subarea representatives and the Mountain/Desert Policy Committee and/or Transit Committee. Funding priorities shall be given to maintaining core services across all modes of mobility services.

The Authority Board of Directors, based upon recommendation of Subarea representatives and the Mountain/Desert Policy Committee, may provide additional funding beyond 10% upon a finding that such increase is required to address unmet transit needs of the Subarea. All increases above the 10% initial revenue collected for the Operations category shall come from the Local Mobility category of the Subarea.

E. Mountain/Desert Policy Committee. The Mountain/Desert Policy Committee of the Authority shall remain in effect and provide oversight of the implementation of the Mountain/Desert Expenditure Plan.

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Measure "I"
Transportation Expenditure Plan

FIGURE A
San Bernardino Valley Subarea Expenditure Plan



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FIGURE B
Mountain Desert Expenditure Plan



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Exhibit "B"

Independent Taxpayer Oversight Committee (ITOC)

ITOC Goal and Function. Voter approval of this Measure shall result in the continuation of the existing Independent Taxpayer and Oversight Committee (ITOC) as follows:

The ITOC shall provide citizen review to ensure that all Measure funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provisions of the Expenditure Plan and Ordinance No. 26-1, Measure I and the Measure I Expenditure Plan.

Audit Requirement. A bi-annual fiscal and compliance audit shall be performed in accordance with generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States. The audit shall review the basic financial statements of the Authority as defined by the Governmental Accounting Standards Board and the financial and compliance audits of the member jurisdictions.

Role of Financial and Compliance Audit and the ITOC. The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration that the ITOC believes may improve the financial operation and integrity of program implementation.

The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Authority Board of Directors meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.

Membership and Selection Process. The Authority shall have an open process to select five committee members, which shall include solicitation of trade and other organizations to suggest potential nominees to the committee. The committee members shall possess one of the following credentials:

- Professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.

- Licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure funding.

- Three public members who possess knowledge and skills that will be helpful to the work of the ITOC.

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The Chair and the Executive Director of the Authority shall serve as ex-officio members of the ITOC.

Terms and Conditions for Committee. Committee members shall serve staggered four-year terms. In no case shall any voting committee member serve more than twelve years on the ITOC.

- Committee members shall serve without compensation, except they shall be reimbursed for authorized travel and other expenses directly related to the work of the ITOC.
- Committee members cannot be a current local elected official in the County or a full-time staff member of any city/town, the County government, local transit operator, or state transportation agency.
- Non-voting ex-officio committee members shall serve only as long as they remain incumbents in their respective positions and shall be automatically replaced by their successors in those positions.
- If vacancies on the ITOC occur, for any reason, Authority staff will collaborate with Authority Board members to find an appropriate replacement, within 90 days of the vacancy or as soon thereafter as possible, to fill the remainder of the term.
- When more than one application is received for a vacancy, the General Policy Committee will make a recommendation to the Authority Board of Directors to appoint an applicant to the ITOC.
- When only one application is received, the Board President will recommend to the Board the applicant's appointment to the ITOC.

ITOC Operation Protocols.

- The ITOC shall continue as long as Measure revenues are collected.
- Authority Board of Directors and staff shall fully cooperate with and provide necessary support to ensure the ITOC successfully carries out its duties and obligations.

Conflict of Interest. ITOC voting members shall have no legal action pending against the Authority and are prohibited from acting in any commercial activity directly or indirectly involving the Authority, such as being a consultant during their tenure on the ITOC. ITOC voting members shall not have direct commercial interest or employment with any public or private entity that receives the transportation tax funds authorized by the voters in this Ordinance.

Exhibit C (Ballot Question)

Measure "I" Local Transportation Improvement Program

San Bernardino County Road Repair/Traffic Relief Extension
Without raising tax rates, shall an ordinance to fund repairing potholes; keeping local roads in good condition; completing freeway/highway projects to improve traffic flow/safety, reduce traffic bottlenecks;

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upgrading aging bridges/overpasses; creating local jobs; keeping student/senior/disabled/veteran transit fares low be adopted, extending the ½¢ voter-approved transportation sales tax, providing approximately $250,000,000 annually until ended by voters, requiring audits, oversight, spending disclosure, local control?

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CITY OF ONTARIO *Agenda Report* **April 7, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Dennis Mejia Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Courtney Jones, Michael Sigsbee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 10

SUBJECT: **A CONSTRUCTION CONTRACT WITH PACIFIC HYDROTECH, CO., FOR THE DESIGN-BUILD ON-SITE SODIUM HYPOCHLORITE GENERATION (OSG) - PHASE I IMPROVEMENT PROJECT AND AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH AKM CONSULTING ENGINEERS, INC., FOR ON-CALL PROJECT MANAGEMENT SERVICES**

RECOMMENDATION: That the City Council take the following action:

A. Approve the plans and specifications and award a Construction Contract with Pacific Hydrotech, Co., of Perris, California, for the Design-Build On-site Sodium Hypochlorite Generation (OSG) - Phase I Improvement Project in the amount of $7,746,900 plus a 15% contingency of $1,162,035, for a total not-to-exceed amount of $8,908,935 and a term of 28 months after issuance of notice to proceed, and authorize the City Manager, or designee, to execute all documents required for the completion of the project including, but not limited to agreements, assessments, easements, lot line adjustments, reduction of retention accounts, contracts and contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction related activities to the project.
B. Approve and authorize the City Manager, or designee, to execute Amendment No. 2 to the Professional Services Agreement for On-Call Project Management Services with AKM Consulting Engineers, Inc., of Irvine, California, for construction management, and inspection services for the Design-Build On-site Sodium Hypochlorite Generation (OSG) - Phase I Improvement Project, in the amount of $1,116,752 and extend the term of the Agreement from June 4, 2024 to June 4, 2029.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Invest in the Growth and Evolution of the City's Economy
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The recommended Contract award to Pacific Hydrotech, Co., is for $7,746,900 plus a 15% contingency of $1,162,035, for a total not-to-exceed amount of $8,908,935. Proposed Amendment No. 2 to the Professional Services Agreement for On-Call Project Management Services with AKM Consulting Engineers, Inc. increases the agreement by $1,116,752, for a total revised agreement not-to-exceed amount of $2,253,530. The total cost for the recommended actions is $10,025,687. If approved, additional appropriations in the Water Capital Fund will be included in a future quarterly budget update and appropriations for future year's budgets will be included as part of the annual budget adoption process for City Council consideration and approval. This project is one of several projects identified in the recent Water Bond issuance approved by the City Council on July 17, 2024. There is no impact to the General Fund.

BACKGROUND & ANALYSIS: The City operates a total of eighteen groundwater production wells that provide approximately 60% of the water supply to City of Ontario customers. Water produced from these wells requires onsite disinfection before being introduced into the City's water distribution system for customer use and consumption. The Water Master Plan has identified the need to replace aging water disinfection equipment and to upgrade facilities to house the new equipment and improve efficiency and operations at various active groundwater production facilities, including well sites.

Between 2020 and 2021, Kleinfelder, Inc. completed a field condition assessment and Preliminary Design Report (PDR) for the upgrade of disinfection equipment and facilities at well sites No. 24, 30, 35, 36, and 38 (Exhibit A). In 2022, based on these reports, Kleinfelder developed a set of Bridging documents for the On-Site Sodium Hypochlorite Generation (OSG) Phase I Improvement Project (Project). The Bridging documents included a set of preliminary engineering plans, specifications and guidelines to phase and prioritize the construction for the Project. The Project will upgrade the OSG systems, replace outdated disinfection equipment, and reconstruct the wellhouse buildings to accommodate this new and upgraded equipment as well as to improve the efficiency of operations at the sites. When feasible, existing site components will be salvaged and integrated with the upgraded facilities.

In 2024, due to the complexity of the Project, Staff determined that a Design-Build method would be more effective in delivering the project to completion. This approach combines final design and construction services under a single contract to accelerate construction, reduce risk from potentially unforeseen design omissions, and enhance greater collaboration between the design-build team with Staff.

In January 2025, the City solicited a Request for Qualifications (RFQ), Bid No. 1877, on Planet Bids for the proposed Project. The purpose of the RFQ was to receive Statements of Qualifications (SOQ) from prospective design-build teams and evaluate each SOQ using a qualifications-based selection process for all teams that submitted a response in accordance with the RFQ. In April 2025, all five of the proposing teams were pre-qualified to submit design and construction proposals. The pre-qualified prime contractors were Covenant Technical Solutions, Innovative Construction Solutions, Myers and Sons Construction, LLC., Pacific Hydrotech, Co., and RC Foster Co.

In April 2025, with City Council approval, the City purchased replacement water disinfection equipment and spare parts with long lead times from DeNora and D&H Water Supply for the

proposed Project. By January 2026, all equipment had been received and inventoried.

Design-Build Prime Contractor	Location	Rating
Pacific Hydrotech, Co.	Perris, CA	1 (Highest)
RC Foster, Co.	Corona, CA	2
Myers & Sons Construction, LLC.	Sacramento, CA	3
Covenant Technical Solutions	Danville, CA	4

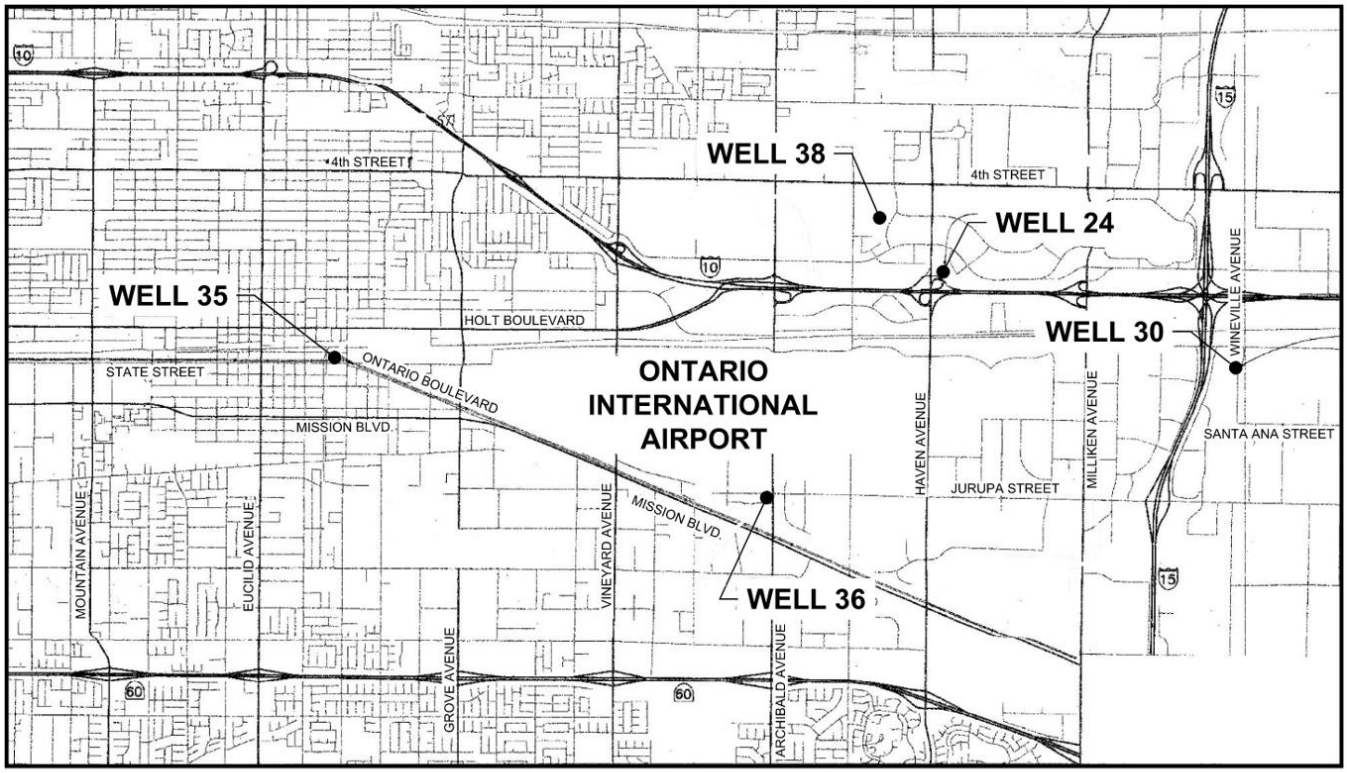
Staff reviewed and scored each proposal based on the project team's experience in performing similar projects, understanding of the scope of work, project approach, proposed schedule, and adherence to the RFP and Bridging documents. Staff is recommending Pacific Hydrotech Co. based on their proposal, their successful completion of this type of work with other municipal agencies, and their capability to perform the work in a timely manner.

Various support services will be required during the design and construction. AKM Consulting Engineers, Inc. will provide construction management, and inspection services for the Project.

The City first contracted with AKM Consulting Engineers, Inc., in June of 2024, following an extensive Request for Proposal selection process, for on-call construction management and inspection services.

ENVIRONMENTAL REVIEW: The project has been reviewed pursuant to the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from CEQA pursuant to Title 14 CCR Section 15301, which states that operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of Class 1 “Existing Facilities” are exempt from the requirements of CEQA. Thus, no further CEQA analysis is required. A Notice of Exemption will be filed with the San Bernardino County Clerk of the Board of Supervisors.

Exhibit A



A VICINITY MAP
SCALE: NTS

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO AND
AKM CONSULTING ENGINEERS, INC.

1. Parties and Date.

This Amendment No. **2** to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **AKM Consulting Engineers, Inc.**, a California Corporation, **"Consultant".** City and **Consultant** are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and **Consultant** have entered into an agreement entitled "**On-Call Project Management Services**" dated **June 4, 2024** ("Agreement").

2.2 Amendment Purpose. The City and **Consultant** desire to amend this Agreement to increase the compensation by **One Million One Hundred Sixteen Thousand Seven Hundred Fifty-Two Dollars ($1,116,752)** for a total-not-to-exceed compensation of **Two Million Two Hundred Fifty-Three Thousand Five Hundred Thirty Dollars ($2,253,530) and extend the term of the Agreement from June 4, 2024 to June 4, 2029.** This increase in compensation and extension of the Agreement expiration date is for an additional project-specific proposal to the Exhibit A through Exhibit B. This increase in compensation is for the additional scope of work listed in the attached Consultants' Proposal titled "**Professional Project Management, Construction Management, and Inspection Services for the OMUC Project No. UT1084 On-Site Sodium Hypochlorite Generation (OSG) – Phase I**" and dated **December 19, 2025**. Parties have entered into that Amendment No. 1 dated March 31, 2025.

2.3 Amendment Authority. This Amendment No. **2** is authorized pursuant to Section **3.1.2** and **3.2.4** of the Agreement.

3. Terms.

3.1 Amendment. Sections **3.1.2** and **3.2.1, Exhibit A through Exhibit C** of the Agreement are hereby amended in their entirety to read as follows:

3.1.2 Term. The term of this Agreement shall be from **June 4, 2024** to **June 4, 2029**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "C"** attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Million Two Hundred Fifty-Three Thousand Five Hundred Thirty Dollars ($2,253,530)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Exhibit "A" - SCOPE OF SERVICES is hereby amended to add Attachment A which is hereto and incorporated herein by reference. All other previously added or deleted scope of services are retained in their entirety.

Exhibit "B" – SCHEDULE OF SERVICES is hereby deleted in its entirety and replaced with Attachment B attached hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. **2**, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. **2**. From and after the date of this Amendment No. **2**, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. **2**.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. **2**.

3.4 Severability. If any portion of this Amendment No. **2** is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND AKM CONSULTING ENGINEERS

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

AKM CONSULTING ENGINEERS, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

EXHIBIT A

Scope of Services

Project Management, Construction Management & Inspection Services
(Owner's Representative Services)
for
OMUC Project No. UT 1084 On-Site Sodium Hypochlorite Generation (OSG) – Phase I

General Project Description:

The City of Ontario's Municipal Utilities Company (OMUC) is implementing a design-build water system capital improvement project to design and construct new on-site sodium hypochlorite generation (OSG) facilities at Well Sites No. 24, 30, 35, 36 & 38. To facilitate the successful execution of the project, OMUC is seeking a qualified individual or firm (Consultant) to provide owner's representative services to manage the project with OMUC staff. These Owner's Representative Services will include, but are not limited, to project management, constructability review, construction inspection, quality assurance and quality control services during all phases of design, construction and post-construction as explained in the design-build project's RFP and this RFP for Owner's Representative Services.

The design-build project includes the construction of five (5) new concrete masonry unit (CMU) buildings, new OSG equipment, new mechanical, electrical, plumbing and instrumentation control piping and connections with the existing well sites, and SCADA integration. The project will require demolishing, removing, disposing, and salvaging parts of the existing OSG buildings, equipment, systems, and other site components required to construct and integrate the new facilities with the existing improvements to remain. The Owner Representative team shall work with the City and the awarded pre-qualified Design-Build (DB) team to ensure the construction sequence does not impact the City's water productions capabilities to maintain continuous operations of the well sites during construction.

All work will be performed during the day between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday, excluding recognized holidays.

The contract time for the Project is 28 calendar months.

The Project will close bids on December 19, 2025, and the Design-Build Contract is anticipated to be awarded during the City Council Meeting on April 7, 2026.

List of Prequalified Design Build Teams:

1. Covenant Technical Solutions / PACE
2. Innovative Construction Solutions / N2W
3. Myers and Sons Construction, LLC/ Ardurra Group
4. Pacific Hydrotech Corporation/ N2W
5. RC Foster Corporation/ Webb Associates

The project is a prevailing wage project.

Please retrieve and review the Design-Build RFP using the information below:

RFP - UT1084 OSG.pdf

Attachment A

Exhibit “A” - SCOPE OF SERVICES

1. GENERAL REQUIREMENTS:

1.1 **Basic Services.** Consultant agrees to perform all the necessary professional, administrative, and any other necessary construction management services mutually agreeable to the parties for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 **Exclusions from Basic Services.** "N/A", NOT APPLICABLE.

1.3 **Additional Services.** "N/A", NOT APPLICABLE.

1.4 **Communication with City.** Consultant will participate in consultations and conferences with authorized representatives of City and/or other local, regional, or State agencies concerned with the Project, which may be necessary for the completion of the Project or the development of documents in accordance with the applicable standards and requirements of law and the City. Such consultations and conferences will continue throughout the planning and development of the Project. Consultant will take direction only from the City's Representative, or any other representative specifically designated by the City for this Project.

1.5 **Weekly Project Check-ins.** Consultant shall conduct weekly progress meetings and other special technical meetings throughout the project. Consultant will prepare the agenda, describing key issues, schedule status, and potential change orders, and distribute notes to meeting participants.

1.6 **Meeting Agendas and Minutes with Action Items.** See description for "Weekly Project Check-ins" and task descriptions provided herein.

1.7 **Monthly Billings.** Invoices will include, at a minimum, budget for each task or sub-task, number of hours spent with hourly rate by labor classification during the month and cumulative total for the project for each task. In addition, the monthly invoices will identify indirect and other project related costs incurred during the month. Consultant will provide to the City's Project Manager one (1) electronic copy (smart pdf).

1.8 **Monthly Billing Status Reports.** A Monthly Billing Status Report will be submitted with the Monthly Billing Invoice, which includes: summary of work completed and review of work status relative to the budget. Any divergence between work completed and budget expended needs to be specifically explained.

1.9 **Updated Project Schedule.** "N/A", NOT APPLICABLE.

1.10 **Updated Project Budget.** "N/A", NOT APPLICABLE.

1.11 **Pre-Construction Meeting:** Consultant will attend the Project Pre-Construction meeting.

1.12 **Decision Log:** Consultant shall maintain a decision log for unanticipated project events that require actions or decisions from any of the parties associated with the Project. At minimum, the Decision Log shall contain columns for an ID number of each issue, category, description and impact of the issue and decision, responsible party, decision date, completion status, and comments.

1.13 **Format of Deliverables:** Consultant will submit all original documents in one or more of the followings formats as directed to by the City: MS Word, MS Excel, MS Project, MS Power Point, PDF, AutoCAD, Arc GIS.

1.14 **Coordination and Cooperation.** The City may contract out testing, inspection, and construction engineering services to perform select Project services on its behalf. If the City does so, it will provide a copy of these separate agreements to the Consultant so they will be fully aware of the other's duties and responsibilities. The Construction Management Consultant will cooperate with the other City staff and consultants and respond to any requests or directives authorized by the City to be made or given by the Construction Manager. Consultant will request clarification from the City in writing if the Consultant should have any questions regarding the authority of the Construction Manager.

1.15 **Additional Role and Responsibilities.** Consultant shall review Article 13 "OR'S ROLE AND RESPONSIBILITIES" in the attached RFP - UT1084 OSG for clarification regarding project-specific responsibilities.

Owner Representative Services:

General Assumptions:

- To date, a Preliminary Design Report, 90% Plans and Specifications (not for construction), Updated Conceptual Site Layout (recommended by OMUC Staff) and Updated City SCADA Requirements have been completed for the project (please refer to the design-build RFP's Appendix A). The project is anticipated to be a categorically exempt CEQA project. The City estimates the DB Teams contract to not exceed eight million dollars ($8,000,000). The Owner has already pre-purchased most of the OSG equipment (please refer to the design-build RFP's Appendix B) and the anticipated equipment delivery date is January 2026.
- Consultant will provide project management services including, but not limited to, management of documentation, pre-construction site photos and videos, responding to submittals and RFIs, daily progress reports, progress payments, change orders, claim mitigation efforts, inspections and commissioning scheduling, and design and construction progress meetings.
- Consultant will provide a full-time inspection services during the construction and commissioning phases to ensure continuous monitoring and clear field communication for the project between Owner, Owner Rep, and Design-Build Team.
- Consultant, with the assistance of the OMUC's Project Manager and Operational Staff, will generate a punch list to complete missing and/or correction items to ensure full compliance with the contract documents.

Phase 1. Design/Development (DD) and Construction Document (CD)

Item 1.1 Project Review and Kick-Off Meeting

- Consultant shall meet with the Owner to fully understand the program, the design documents, schedule, and logistics, the project scope, and documents pertinent to administering the construction of the project. Consultant shall become an integral part of the Project team that will advise on the development and progress of the design and construction process on behalf of the Owner.

- Consultant will prepare for and attend a kick-off meeting with all members of the Project Team including the Owner, Builder and all other stakeholders. Consultant will prepare a meeting agenda, facilitate the meeting, and prepare meeting minutes and distribution of minutes to all attendees for their review and acceptance.

Item 1.2 Document Control Procedures and Coordination

- Consultant will establish a working relationship with the City staff in order to implement procedures for the efficient processing and management of all project documents. Preliminary work items will be identified and coordinated at this time including discussions regarding permits, or other documents required by the Builder for the contract work.
- Consultant shall review the drawings and specifications as they are being prepared, recommending alternative solutions (value engineering) whenever design details affect costs, construction feasibility, or schedules. Recommendations for alternative solutions will be submitted to Owner and the Builder for review and approval. Direction on incorporation of alternative solutions will be made by Owner.
- Consultant shall notify Owner and the Builder in writing upon observing any features in the drawings or specifications, which appear to be ambiguous, confusing, conflicting, or erroneous. Ambiguous, confusing, conflicting, or erroneous features discovered in the drawings or specifications by the Consultant during the review process will be resolved with the Builder.

Item 1.3 Project Management During Design

- Consultant shall be the point of contact for the project team. Consultant will provide direction to the Builder, and all other associated outsourced project participants. Consultant will monitor the progress of the project and is responsible for compiling status and financial reports and all required documentation. This will include tracking, documenting, and communicating outstanding issues and risks for the project to ensure timely decisions are made by project team members to support the schedule, budget, and needs of the project. Consultant will provide ongoing review, tracking, and oversight of the approved work of the Builder and assist the Owner in both project management and technical matters. Consultant shall attend regularly scheduled meetings with the Project Team during the development of the design to advise them on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment.
- Design meetings are to be attended by the Consultant. In addition, there will be other special work sessions related to specific issues that are identified during the design phase, such as meetings with the permitting authorities, Design Submittal Review meetings, and internal work sessions with the Design Team which the Consultant is expected to attend. The intensity of such meetings will be higher in the earlier phases of the design.

Item 1.4 Project Schedule

- In collaboration with the Builder, the Consultant is to establish a detailed schedule for use during the DD phase with the concurrence of Critical Path Method (CPM). Consultant is responsible for monitoring this schedule during the design phase, ensure that this schedule is maintained, and advise Owner of any deficiencies in adhering to this schedule by any party. The master schedule shall be updated monthly.
- Consultant shall provide Owner with the format for the CPM schedule for the design and construction phases of the project. This schedule will be reviewed for compliance with overall project completion requirements relative to Owner programming needs. The project schedule shall be sufficiently detailed to allow for a realistic projection of design, procurement, and construction activity sequences and durations. Updated schedules are required with each major design document submission and with major value engineering decisions; these schedules are due to Owner after

each design submission or value engineering decision. This CPM schedule shall include a projection of all design and construction phase activities to include Consultant staff loading throughout the design/construction phases of the project. It is intended that this CPM schedule will be utilized throughout the design and construction of this project. The CM may also be asked to develop schedules related to construction sequencing options.

- The scheduling software shall be capable of producing logic developed network reports, Gantt chart format reports and the software shall not be proprietary to the Consultant. Primavera or Microsoft Project are both acceptable software.

Item 1.5 Constructability Review

- During the design phase, the Consultant shall review the design documents with each design submittal and provide any comments on any items on the documents on which the Consultant has coordination questions or comments. Owner expects the Consultant to submit written comments at each design submittal.
- Consultant is expected to view the design from the constructability perspective throughout the design phases inclusive of construction phasing and sequencing options, if any. On each issue, the Consultant is to do the following on a timely basis within the design schedule: describe the constructability issue with background information; conduct in-depth study/research; and, prepare a written report inclusive of Consultant's recommendation for addressing the issue, as well as the basis for the recommendation.
- Constructability reviews/studies are also to be conducted as requested by Owner and with each design submittal (e.g., 100% DD, 50% CD, 95% CD), along with a back-check at 100% CD documents.

Item 1.6 Construction Document Finalization

- During final preparation of construction documents, Consultant, in coordination with the City's Project Manager, will:
  - Coordinate finalization of technical specifications and drawings to the point where Builder can complete construction of the project in accordance with the requirements of the Contract Documents.
  - Obtain all pre-construction/pre-permit approvals required from any authority having jurisdiction over any portion of this project.

Item 1.7 Project Schedule of Value Finalization

- In cooperation with the Builder, the Consultant shall assist Owner with the final evaluation of the Builder and their subcontractors' schedule of values for the project's various scope divisions for completeness, full responsiveness, and price, including alternate value engineering prices and unit prices (as applicable).
- Consultant will make a formal report to Owner regarding the recommended finalized schedule of value for the project.
- In the event that the Builder and/or their subcontractors' bids can not create a complete and responsive schedule of values, the Consultant will assist the Builder with revising their scope to meet the finalized Construction Document requirements to reduce the construction costs for the Project.

Phase 2. Construction

Item 2.1 Pre-Construction Meeting

- Consultant will prepare for and attend a Pre-Construction meeting with the Builder and all stakeholders including City staff and utility representatives. Consultant will prepare a meeting agenda, facilitate the meeting, and prepare meeting minutes and distribution of minutes to all attendees for their review and acceptance.

Item 2.2 Scheduling and Progress Meetings

- Consultant will coordinate, review, and approve the Builder's proposed schedule for the completion of the project. Consultant will also review the Builder 's baseline schedule and weekly look-ahead schedules for conformance with the master schedule and contract documents. Consultant shall be proactive in identifying potential schedule delays and bring up to the City's Project Manager as soon as possible. Consultant shall work with City staff and the Builder to mitigate/minimize such delays when feasible, which includes issuing the Builder notices of non-compliance.
- Consultant will prepare and distribute Weekly Statement of Working Day reports in order to maintain an accurate and current record of contract time.

Item 2.3 Weekly Owner Representative Report

- Consultant will provide weekly reports to the City's Project Manager, which at a minimum will include detailed work completed during the previous week, current schedule, potential field issues that may lead to a contract change orders, and project expenditure to date.

Item 2.4 Project Records

- Consultant will establish and implement procedures for review and processing of all project documentation to assure that records are organized, complete, and will allow for ease of document retrieval. Consultant will develop and implement a web-based information management program for the Project and provide the Owner with continuous unrestricted access to all Project information. This system will need approval by the City's Project Manager.
- At the completion of the Project, deliver all records to Owner and Builder may review the record drawings, after which the record drawings shall be delivered to Owner for final sign off.

Item 2.5 Submittal Management

- Consultant will review submittals and coordinate with the Builder's Engineer of Record as necessary. Once the Consultant and the Engineer of Record recommend a submittal for approval, Consultant shall submit to the City for their final review and approval prior to notifying the Builder's Contractor. Consultant will maintain the submittal log and records.

Item 2.6 Requests for Information (RFIs)

- Consultant will provide timely RFI review, which will include coordination with Builder, Owner and required stakeholders. Consultant will provide a clear and concise written response to the Builder. Consultant will maintain the RFI log and records.

Item 2.7 On-Site Construction Management & Coordination

- During observation and monitoring of the quality of the construction work, Consultant, in coordination with the City's Inspector, will:
    - Coordinate with OMUC's Project Manager, City Staff and OMUC's Operations division on the construction of the project.
    - Maintain on-site project reports for inspections, observations, and construction activities. Reports shall contain a record of weather, work on-site, equipment on-site, number of

workers, work accomplished, problems encountered, solutions agreed upon, and other similar relevant data as may be required.
- Maintain photo and video record of construction progress.
- Monitor construction activities to see that all elements of project are furnished, installed, and constructed per contract documents. Prepare any required notices of nonconformance when materials, construction installation processes, or quality of work do not meet the requirements of the contract. Notices will be issued to the Builder stating the nature of the deviation and requiring the Builder to perform corrective action. All non-compliance issues will be documented with photographs and in writing.
- Monitor Builder compliance with construction permits, traffic and pedestrian control plans, and environmental compliance. Consultant will coordinate with the Builder and Inspector/Observer for compliance and will recommend a course of action to OMUC if required measures are not being met by the Builder.
- File appropriate reports.
- Oversee and coordinate quality assurance testing in accordance with the contract documents. City will retain the services of a geotechnical engineering firm to perform soil compaction testing.
- Perform inspections and coordinate any necessary special inspections required for the project.
- Monitor Builder's work and recommend any special testing as needed.
- Review storm water BMP's for compliance with approved SWPPP/WPCP/SWMP.
- Coordinate with local residents, schools, and businesses for public outreach, such as, trash pickup and notice of street closures, geotechnical testing scheduling, and etc.

Item 2.8 Full-Time Inspection Services

- Consultant will provide full-time inspection services for the City. Coordination will be necessary with the City's Project Manager and City's Operation Staff.

Consultant to anticipate providing the following services:
- Provide full-time inspection services during the construction phase of the project and coordinate with City Staff.
- Daily field inspection and the preparation of daily construction inspection reports.
- Verify compliance with plans and specifications.
- Coordination with City of Ontario staff

- Consultant's inspector(s) will have a minimum of 10 years of inspection experience, worked on 3 relatable projects and be experts in mechanical, electrical (high and low voltage) and plumbing (MEP) inspections. Consultant may use multiple inspectors to fulfill this requirement.

Item 2.9 Safety Program and Traffic Control Plan

- Consultant will monitor the Builder's on-site safety program against Cal-OSHA Construction Safety Orders. Consultant will work closely with the City Staff and the Builder so that all traffic control and trenching requirements for the project are always met and maintained. In the instance where the Builder does not take immediate measures to correct observed safety deficiencies, the Consultant will immediately notify City Staff and make recommendations on an appropriate course of action.

Item 2.10 Schedule of Values and Progress Pay Estimates

- Consultant will evaluate the Builder's schedule of values and pay applications. Consultant will verify that the quantities claimed are true and accurate through the use of field measurements, materials tickets, extra work reports, and visual confirmation, and as verified by the project's

inspection staff. Consultant will prepare quantity calculation sheets for each bid item for inclusion in the project records or verify against any submitted schedule of values.

Item 2.11 Change Order Management

- Consultant will negotiate and coordinate the implementation of contract change orders during the construction process. Consultant will compile change order supporting documentation on City forms, such as inspection reports, test reports, drawings, sketches, photographs, and other materials as required. Consultant will review and evaluate the appropriateness of all proposed change orders; advise the City as to their effect on the contract time and cost; and perform independent estimates of the proposed change order work when necessary, as well as recommend approval or denial with approval by the City. City will have final decision on approval of change orders.

Item 2.12 Claims Management

- Consultant will maintain a potential claims log. Consultant will prepare a file for each potential claim issue submitted by the Builder against the Owner for any alleged cause (cost, time, etc..). Consultant will evaluate, analyze, and coordinate negotiation to achieve claims and dispute resolutions in line with legal precedents, statutes, or procedures for handling claims and the Owner's directions. Consultant shall be proactive in identifying potential claims and bring up to the City's Project Manager as soon as possible. Consultant shall work with Owner and Builder to mitigate and/or minimize such claims when feasible, which includes issuing the Builder notices of non-compliance.

Phase 3. Project Close-out and Post Construction Services

Item 3.1 Punch List

- Consultant, with the assistance of the Owner's staff, will generate a list of incomplete or unsatisfactory items ("Punch List"), for completion by the Builder. Notify the Builder when the Project or a designated portion thereof is complete. Prepare a summary of the status of the work, listing changes in the previously issued Punch-list and recommending the times within which the Builder shall complete the uncompleted items on the Punch-list to ensure full compliance with the Contract Documents.

Item 3.2 Coordinate Close-Out and Submittal of Final Documents

- Consultant will monitor the Builder's and subcontractor's progress to finalize and submit all project records and documents. Consultant will obtain and review all record drawings, contract required documents, lien releases, written warranties and forward to the City's Project Manager for final archive filing purposes. Consultant will coordinate directly with Builder in the preparation of digital record drawings and provide the City with final PDF files for review.

Item 3.3 Final Payment

- Consultant will evaluate Builder's final payment application, resolve any outstanding matters, and provide approval and recommendation for final payment.

Attachment B

Exhibit “B” – Schedule of Services

The services shall be completed within the durations specified below, which beginning **ten (10)** calendar days after Notice to Proceed is issued:

PROJECT SCHEDULE

AKM Consulting Services Schedule (28-Month Duration)

1. Project Initiation, Document Review, and Kickoff

Duration: 1 Month
Timing: Month 1

- Contract execution and project startup
- Review of design criteria, preliminary plans, contracts, and reference documents
- Establishment of document control systems (Procore)
- Project Kickoff Meeting with OMUC and Design-Build Team

2. Design Phase Project Management and Coordination

Duration: 6 Months
Timing: Month 2 – Month 7

- Ongoing project management and coordination during design
- Participation in design meetings, workshops, and agency coordination meetings
- Risk tracking, issue resolution, and progress reporting
- Schedule development and monthly updates

3. Constructability Reviews and Value Engineering

Duration: 6 Months (Concurrent with Design)
Timing: Month 3 – Month 8

- Formal constructability reviews at major design milestones
  - 100% Design Development
  - 50% Construction Documents
  - 95% Construction Documents
  - 100% CD back-check
- Written recommendations addressing sequencing, constructability, operations, and cost
- Support for OMUC-directed value engineering decisions

4. Schedule Development and Design Phase CPM Oversight

Duration: 7 Months
Timing: Month 2 – Month 8

- Development and refinement of CPM schedules (Primavera P6)
- Review of design, procurement, and construction logic
- Monthly schedule updates and risk assessments
- Evaluation of sequencing options to maintain continuous water production

5. Construction Document Finalization and Preconstruction

Duration: 2 Months
Timing: Month 8 – Month 9

- Final coordination of construction documents
- Support for permit acquisition and agency approvals
- Review and finalization of Schedule of Values
- Preconstruction Meeting preparation and facilitation

6. Construction Phase Management and Inspection

Duration: 16 Months
Timing: Month 10 – Month 25

- Full-time construction management and inspection services
- Progress meetings, reporting, and schedule monitoring
- Submittal and RFI management
- Permit compliance tracking and coordination
- Change order and claims management
- Coordination with OMUC operations to maintain uninterrupted well service

7. Electrical, Controls, and SCADA Oversight

Duration: 14 Months
Timing: Month 11 – Month 24

- Oversight of electrical installation and controls integration
- Coordination of SCADA integration with OMUC systems
- Support during testing, startup, and commissioning
- Verification of system performance and documentation

8. Substantial Completion, Commissioning, and Punch List

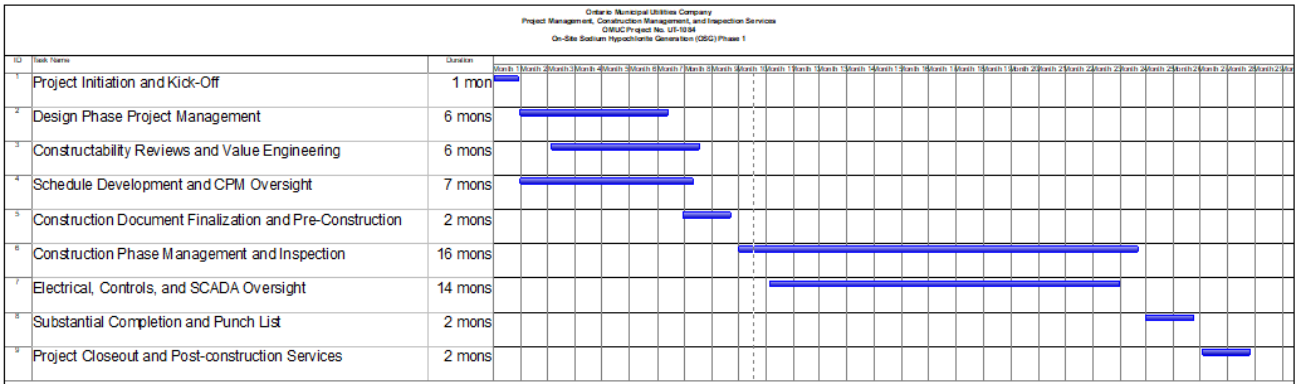
Duration: 2 Months
Timing: Month 25 – Month 26

- Substantial Completion inspections
- Development and tracking of punch lists
- Verification of startup, testing, and commissioning activities
- Coordination of final corrections and operational readiness

9. Project Closeout and Post-Construction Services

Duration: 2 Months
Timing: Month 27 – Month 28

- Final documentation and as-built verification
- Closeout of permits and regulatory requirements
- Final Schedule of Values reconciliation
- Recommendation of final payment



Attachment C

Exhibit “C” – Compensation

Amendment Number	Project Title	Not to Exceed Fee
0.0	D&C22-019 On-Call Construction Management and Inspection Services	$600,000
1.0	UT 1067, 1070, 1077 – Laurel Avenue Sewer Main Improvements, Nocta Street Sewer Main Improvements, and Nocta Street Private Sewer Lateral Improvements	$536,778
2.0	UT1084 – On-Site Sodium Hypochlorite Generation (OSG) – Phase I	$1,116,752
Grand Total		$2,253,530

City of Ontario - Ontario Municipal Utilities Company
Project Management, Construction Management, Inspection Services
On-Site Sodium Hypochlorite Generation (OSG) Phase 1 (UT1084)
Proposal - December 19, 2025

Task No.	Description	Labor Hours and Rates by Classification					Fees		
		Project Manager	Construction Manager	Lead Inspector	Electrical Inspector	Total Hours	Labor Total	Expenses	Total Cost
		$253.00	$206.00	$178.00	$178				
Phase 1 - Design/Development (DD) and Construction Document (CD)									
1.1	Project Review and Kick-off Meeting	16	4	4	4	28	$6,296		$6,296
1.2	Document Control Procedures and Coordination	24	8			32	$7,720	$20,000	$27,720
1.3	Project Management During Design	280	60			340	$83,200		$83,200
1.4	Project Schedule	80	40			120	$28,480		$28,480
1.5	Constructability Review	48	120	16	32	184	$45,408		$45,408
1.6	Construction Documentation Finalization	24	40			64	$14,312		$14,312
1.7	Project Schedule of Value Finalization	8	40			48	$10,264		$10,264
SUBTOTAL		**480**	**312**	**20**	**36**	**816**	**$195,680**	**$20,000**	**$215,680**
Phase 2 - Construction									
2.1	Pre-Construction Meeting	4	16			20	$4,308		$4,308
2.2	Scheduling and Progress Meetings	40	208			248	$52,968		$52,968
2.3	Weekly Owner Representative Report	64	48			112	$26,080		$26,080
2.4	Project Records	16	120			136	$28,768		$28,768
2.5	Submittal Management	48	120			168	$36,864		$36,864
2.6	Request for Information (RFI)	32	80			112	$24,576		$24,576
2.7	On-Site Construction Management and Coordination	16	120			136	$28,768		$28,768
2.8	Full Time Inspection Services		48	2480	496	2528	$539,616	$15,000	$554,616
2.9	Safety Program and Traffic Control Plan		40			40	$8,240		$8,240
2.10	Schedule of Values and Progress Pay Estimates	24	140			164	$34,912		$34,912
2.11	Change Order Management	80	120			200	$44,960		$44,960
2.12	Claims Management	40	80			120	$26,600		$26,600
SUBTOTAL		**364**	**1140**	**2480**	**496**	**3984**	**$856,660**	**$15,000**	**$871,660**
Phase 3 - Project Close-Out and Post Construction Services									
3.1	Punch List	8	16	40	20	84	$16,000		$16,000
3.2	Coordinate Close-Out and Submittal of Final Documents	8	24	8	4	44	$9,104		$9,104
3.3	Final Payment	4	16			20	$4,308		$4,308
SUBTOTAL		**20**	**56**	**48**	**24**	**148**	**$29,412**	**$0**	**$29,412**
Total Hours		**864**	**1508**	**2548**	**$556**	**4948**			
Total Fee		**$218,592**	**$310,648**	**$453,544**	**$98,968**		**$1,081,752**	**$35,000**	**$1,116,752**

4. Fee

To complete the proposed scope of services, we estimate the following budget will be required. Work will be performed on a time and material, not to exceed basis, in accordance with AKM's rate schedule established as part of OMUC On-Call Construction Management contract, included in this section.

AKM CONSULTING ENGINEERS - RATE SCHEDULE

Labor Classification	Hourly Rate 2024	Hourly Rate 2025	Hourly Rate 2026
Principal	$253	$261	$269
Principal Engineer	$253	$261	$269
Project Manager	$246	$253	$261
Project Engineer	$234	$241	$248
Senior Construction Manager	$233	$240	$247
QA/QC Manager	$233	$240	$247
Senior Engineer	$215	$221	$228
Construction Manager	$200	$206	$212
Senior Field Engineer / Inspector	$197	$203	$209
Field Engineer / Inspector	$173	$178	$184
Associate Engineer	$167	$172	$177
Staff Engineer	$148	$153	$157
Financial Analyst	$136	$140	$144
Senior Designer / Senior CADD Technician	$117	$121	$124
Designer / CADD Technician	$109	$112	$115
Assistant Engineer	$107	$111	$114
Engineering Technician	$99	$102	$105
Engineering Aide	$84	$86	$89
Office Support	$84	$86	$89
Data or Word Processing	$81	$84	$86

Out-of-pocket expenses (blueprinting, reproduction and printing, delivery, etc.) will be invoiced at cost plus 10%. Subcontracted services will be marked up 10% in order to cover costs associated with administration, coordination and management of subcontractors. Mileage will be invoiced at $0.75/mile. This schedule of rates is in effect until December 31, 2028, at which time it may be adjusted.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500
CONTRACT

THIS CONTRACT is made this _____ day of _____, 20__, in the County of San Bernardino, State of California, by and between the City of Ontario, hereinafter called City, and **Pacific Hydrotech Corporation**, hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

ON-SITE SODIUM HYPOCHLORITE GENERATION (OSG) – PHASE I,
OMUC CONTRACT NO. 1084

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 854 calendar days from the commencement date stated in the Notice to Proceed, herein after the Contract Time. By its signature hereunder, Contractor agrees the Contract Time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Seven Million, Seven Hundred Forty Six Thousand, Nine Hundred** Dollars (**$7,746,900**), hereinafter the Contract Price. Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. The Contractor acknowledges that the City will sustain actual damages for each and every day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, as provided in Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **$5,000** for each and every calendar day of delay in completing the Work beyond the time prescribed in the Contract

Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event the Liquidated Damages are not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not affect the City's rights to other damages or remedies specified in the Contract Documents or allowed by law.

Should Contractor be inexcusably delayed in the performance of the Work, City may deduct Liquidated Damages based on its estimate of when Contractor will achieve Final Completion or other milestones. City need not wait until Final Completion to withhold Liquidated Damages from Contractor.

Liquidated Damages are not a penalty but an agreed upon estimate of the actual damages that would be sustained by the City for delay, including but not limited to loss of revenue, inconvenience to the City and the public, and increased Project administration expenses, such as extra inspection, construction management, staff time and architectural and engineering expenses. Liquidated Damages do not include actual damages the City incurs on account of claims by third parties against the City on account of any delay.

Should money due or to become due to the Contractor be insufficient to cover Liquidated Damages or other offsets due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to City.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following documents, each of which is incorporated into this Contract by reference:

Request for Proposal and Design-Build Administrative Specifications City Forms including:

1) Form 01, Proposal Acknowledgement and Signatures
2) Form 02, Proposer's General Information
3) Form 03, Non-Coollusion Declaration
4) Form 04, Iran Contracting Act Certification
5) Form 05, DIR Registration Certification
6) Form 06, Workers' Compensation Certification

Schedule of Fees
Project Development and Construction Schedule
Proposal Guarantee
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
Standard Specifications for Public Works Construction (Greenbook), latest edition, except Sections 1-9
Request for Proposal and Design-Build Administrative Specifications
Performance Plans and Specifications (Bridging Documents)
Material List of all City Pre-Purchased Goods & Equipment
Addenda
Approved Construction Plans and Specifications
Approved and fully executed Change Orders
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including but not limited to, the provisions of the California Labor Code and Public Contract Code applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the office of the City Clerk or may be obtained online at http//www.dir.ca.gov/dlsr. and which must be posted at the job site.

ARTICLE 9. CONTRACTOR REGISTRATION AND LABOR COMPLIANCE. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. This Project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law.

ARTICLE 10. FALSE CLAIMS. Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

PACIFIC HYDROTECH CORPORATION

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED**]

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

END OF CONTRACT

CITY OF ONTARIO

ON-SITE SODIUM HYPOCHLORITE GENERATION (OSG) – PHASE 1

PROJECT NO: UT1084

REQUIRED SCHEDULE OF FEES

TO BE DEEMED RESPONSIVE, THE PROPOSAL MUST INCLUDE THIS FORM WITH EACH SCHEDULE LINE ITEM COMPLETED. THE LINE ITEMS SHALL BE TOTALED, AND THE TOTAL DOLLAR AMOUNT SHALL BE THE AMOUNT BID FOR THIS PROJECT.

1	Builder's total cost for managing, preparing documents, and coordinating for the Design/Development Phase I (DDs)	$41,500.00
2	Builder's total cost for managing, preparing documents, and coordinating for the Construction Document Phase II (CDs)	$385,100.00
3	Builder's total cost for administration during construction Phase III to include Submittal processing, RFI review and response, inspections, meeting attendance, and other similar or related costs	$393,700.00
4	Subcontractors' total costs for preparation of submittals	$43,500.00
5	Builder's Indirect Home Office Overhead	$392,000.00
6	Subcontractors' General Conditions costs	$38,500.00
7	Insurance costs	$130,000.00
8	Bonding costs	$51,800.00
9	Total Project Profit	$1,181,000.00
10	Mobilization	$550,500.00
11	Demobilization	$5,000.00
12	Temporary Facilities to maintain continuous function of the Well Sites (if required)	$112,000.00
13	Demolition	$142,300.00
14	Building Structure	$1,677,500.00
15	Mechanical Work	$101,000.00
16	Electrical Work	$1,126,200.00
17	Plumbing Work	$758,100.00
18	Furnishing and Installing OSG Equipment including equipment provided by Owner	$376,300.00
19	Testing, Commissioning, and Training	$60,500.00
20	Site Work	$180,400.00
21	Miscellaneous Work	$0.00
	THE INDIVIDUAL DOLLAR AMOUNTS ABOVE MUST BE TOTALED AND ENTERED BELOW. IN THE EVENT OF AN ARITHMETIC ERROR, THE DOLLAR AMOUNT SPECIFIED AS THE TOTAL BELOW WILL GOVERN OVER THE CORRECT ARITHMETIC FROM ABOVE.	
As total compensation, Proposer offers to complete all Project Work identified in the Bid Documents for the lump sum amount specified:	**TOTAL: $7,746,900.00**	

CITY OF ONTARIO *Agenda Report* **April 7, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Dennis Mejia Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Courtney Jones, Michael Sigsbee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 11

SUBJECT: AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH ARDURRA GROUP, INC., FOR THE WESTERN TRUNK SEWER PROJECT

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute Amendment No. 4 to the Design Services Agreement with Ardurra Group, Inc., (Ardurra) of Newport Beach, California, to provide on-call design services for the Western Trunk Sewer Project in the amount of $2,066,021 for a new total revised not-to-exceed amount of $5,112,075 and a term from June 4, 2024 to June 4, 2029.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Invest in the Growth and Evolution of the City's Economy
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The proposed Amendment No. 4 to the Design Services Agreement with Ardurra for professional engineering design services for the Western Trunk Sewer project (DIF Project No. SW-002) increases the Agreement by $2,066,021 for a new total revised not-to-exceed amount of $5,112,075.

The Fiscal Year 2025-26 Adopted Budget includes appropriations in New Model Colony (NMC) Regional Sewer Development Impact Fee (DIF) Fund and the Sewer Capital Fund. If approved, additional appropriations will be included in future quarterly budget updates and proposed annual budgets for City Council approval. There is no impact to the General Fund.

BACKGROUND & ANALYSIS: The Western Trunk Sewer (WTS) is identified in the Sewer Master Plan as the primary backbone sewer main for West Ontario Ranch. This sewer will serve most of the area west of Vineyard Avenue, as well as a limited portion of the Model Colony north of Riverside Drive and west of the Whispering Lakes Golf Course. Initial segments of the WTS along Euclid Avenue and Merrill Avenue were constructed by adjacent development projects. This Project will complete the

remaining segment between Riverside Drive/Vineyard Avenue and Merrill Avenue.

The WTS Project will evaluate multiple potential alignment corridors primarily within existing public rights-of-way, while coordinating with public and private utility agencies and analyzing right-of-way constraints to minimize impacts to adjacent properties (see Exhibit A). The scope of work includes preparation of a Preliminary Design Report, including an Alignment Study, utility research and potholing, geotechnical investigations, preparation of plans and specifications, permitting, and bid phase support services. Environmental review will be conducted in compliance with the California Environmental Quality Act.

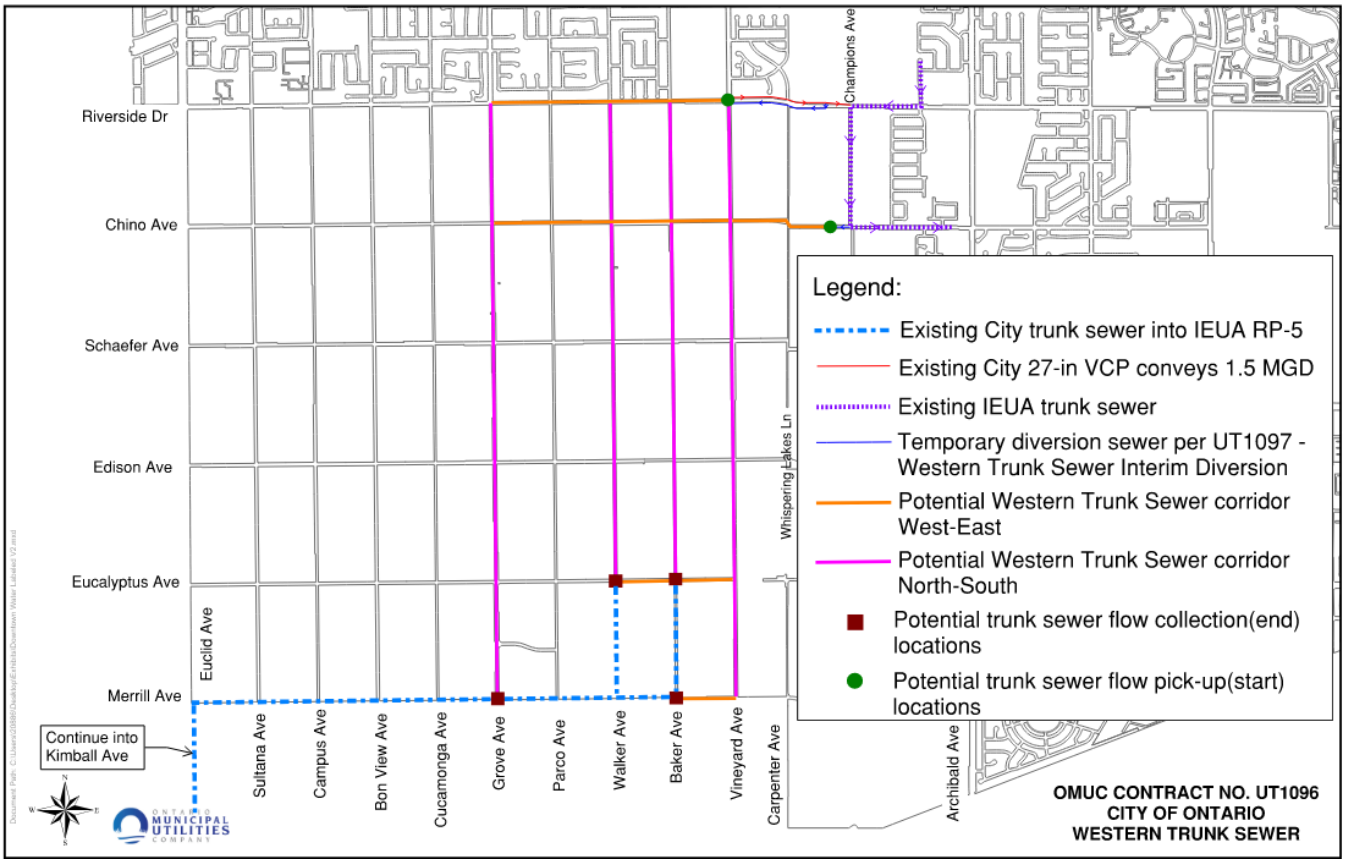
On June 4, 2024, the City Council awarded On-Call Design Services Agreements with Ardurra and four other consultants. Ardurra and the other consultants were selected using a qualifications-based selection process. The agreements were awarded as three-year agreements with two additional one-year periods consistent with Council approved budgets. As projects arise, Staff will request proposals from the consultants and amend the original agreement with revised scopes of work and costs.

On December 4, 2025, Staff solicited proposals from these On-Call Consultants for engineering design services for the WTS Project. On January 16, 2026, the City received the following five (5) qualified proposals in response to the Request for Proposals (RFP) for UT 1096 Western Trunk Sewer:

Firm	Location
Albert A Webb Associates	Riverside, CA
Ardurra Group, Inc.	Newport Beach, CA
Stantec Consulting Services, Inc	Irvine, CA
GHD Inc.	Irvine, CA
TKE Engineering, Inc.	Riverside, CA

Staff has reviewed the proposals and recommends Ardurra based upon understanding of the project scope, the City's needs, and criteria specified in the RFP, including the firms' understanding of the project, technical approach, relevant experience, qualifications of the proposed project team, fee proposal, and references. After careful evaluation, Ardurra was determined to be the most qualified and best suited to provide the requested professional engineering services and was selected as best overall respondent.

EXHIBIT A


Riverside Dr
Chino Ave
Schaefer Ave
Edison Ave
Eucalyptus Ave
Merrill Ave
Euclid Ave
Sultana Ave
Campus Ave
Bon View Ave
Cucamonga Ave
Grove Ave
Parco Ave
Walker Ave
Baker Ave
Vineyard Ave
Carpenter Ave
Archibald Ave
Champions Ave
Whispering Lakes Ln
Continue into Kimball Ave
Legend:
Existing City trunk sewer into IEUA RP-5
Existing City 27-in VCP conveys 1.5 MGD
Existing IEUA trunk sewer
Temporary diversion sewer per UT1097 - Western Trunk Sewer Interim Diversion
Potential Western Trunk Sewer corridor West-East
Potential Western Trunk Sewer corridor North-South
Potential trunk sewer flow collection(end) locations
Potential trunk sewer flow pick-up(start) locations
OMUC CONTRACT NO. UT1096
CITY OF ONTARIO
WESTERN TRUNK SEWER

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 4 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ARDURRA GROUP, INC.

1. Parties and Date.

This Amendment No. 4 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and Ardurra Group, Inc., a CORPORATION, ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Design Services Agreement" dated June 4, 2024 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to revise the scope of services for the Western Trunk Sewer project, increase the compensation by Two Million, Sixty-Six Thousand, Twenty-One Dollars ($2,066,021), for a total-not-to-exceed compensation of Five Million, One Hundred and Twelve Thousand, Seventy-Five Dollars ($5,112,075) and extend the Agreement expiration date from June 4, 2027 to June 4, 2029. This increase in compensation and extension of Agreement expiration date is to accommodate the additional scope of work listed in the attached Consultants' Proposal for UT1096 Western Trunk Sewer Project dated February 5, 2026. Parties have heretofore entered into that Amendment No. 1 dated July 16, 2024, Amendment No. 2 dated November 19, 2024, and Amendment No. 3 dated October 7, 2025.

2.3 Amendment Authority. This Amendment No. 4 is authorized pursuant to Section 3 of the Agreement.

3. Terms.

3.1 Amendment.

Section **3.1.1 Scope of Services** of the Agreement is hereby amended in its entirety to read as follows:

3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules, and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A".

Section **3.1.2, Term** of the Agreement is hereby amended in its entirety to read as follows:

3.1.2 Term. The term of this Agreement shall be from June 4, 2024 to June 4, 2029, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

Section **3.10.1, Consultant's Compensation for Basic Services** of the Agreement is hereby amended in its entirety to read as follows:

3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **Five Million, One Hundred and Twelve Thousand, Seventy-Five Dollars ($5,112,075)** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 4, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 4. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 4.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 4.

3.4 Severability. If any portion of this Amendment No. 4 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 4 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ARDURRA GROUP, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 4 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

ARDURRA GROUP, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

EXHIBIT A

City of Ontario
UT1096 Western Trunk Sewer Project
Scope of Work

Scope of clarifications are listed below, otherwise SOW will be executed per the RFP:

Task 1 – Preliminary Design Report (PDR)

Task 1.2 – Coordination and Alignment Study (Traffic Impacts Scope)
This scope includes evaluating traffic safety and operational impacts associated with the three (3) alignment alternatives. The analysis will address the effects on vehicular traffic flow, bicycle and pedestrian movements, and driveway access for both residential and commercial properties, including access to agricultural facilities along each proposed alignment. Key considerations will include potential lane closures, detours, and construction staging impacts on roadway capacity and intersection performance. The study will also assess safety implications for all modes of travel, including minimizing conflicts between vehicles, cyclists, and pedestrians during construction. Driveway accessibility for residents and businesses will be reviewed to identify reasonable ingress and egress. Comparative evaluation of the three (3) alternatives will focus on alignments that balance operational efficiency, safety, and community access needs while supporting the overall objectives of the sewer alignment study.

Task 1.3.1 – Right-of-Way Assessment.
This scope includes evaluating the property acquisition for the three (3) selected alignments. This scope assumes that a total of 30 properties will be impacted and will be tabulated and included in the alignment study analysis. Upon completion, a report will be prepared that includes cost analysis, flow chart, and tabulated list of impacted properties. Cost analysis will be based on existing zoning, primarily including the following categories: farmland, government owned land, and vacant land. Clark Land Solutions will establish a baseline cost per square feet for the various zones along the alignments. This baseline cost will be used for comparative purposes to arrive at a preferred and recommended alignment. This scope excludes obtaining preliminary title reports and appraisal reports, that scope is deferred to Task 1.3.2.

Task 1.5 – Topographic Survey
This scope assumes that the RFP scope "ground penetrating radar services markings in the alleys within the project limits" is not required since there are no alleys within the project limits.

This scope and fee assumes the longest alignment starting at Vineyard/Riverside heading west to Grove/Riverside then heading south at Grove/Riverside to Grove/Merrill. Following the alignment study, this scope and fee and can be refined to match the selected WTS Alignment.

Task 1.6 – Potholing Services
Project scope consists of seventy-five (75) utility potholes up to 10-feet deep. This revision of scope saves the City $136,500 in fees. Refer to Task 5.6 for scope related to advancing five (5) utility potholes from 10-feet deep to 25-feet deep.

Utility Potholes: Scope will include establishing the location, alignment, depth, material, and size of client-selected utilities using air-vacuum excavation. Following excavation, the testholes will be backfilled with 1-sack cement slurry mix, compacted with a pneumatic tamper, and surface restored with a reset concrete or asphalt core or native material, depending on location. T2ue will prepare and submit Testhole Data Reports, including Photo Logs.

Task 1.7 – Geotechnical Investigation
Nova will perform a geotechnical investigation to evaluate the subsurface conditions along the preferred alignments with a minimum of one boring at every project street and spaced at maximum of 1,000 feet. The base scope of services will consist of the following:

- Coring the locations in existing pavements and drilling up to 19 borings along the selected alignment. The borings will be drilled at least 10 feet below the proposed pipeline invert elevations. We assume boring depths of up to about 60 feet below the ground surface (bgs) or refusal, whichever is less, using a truck-mounted drill rig equipped with a hollow-stem auger.

Task 1.10 – Preliminary Design Report
This scope assumes that RFP scope "site considerations, flood elevations, drainage requirements, etc" are not required for linear, subsurface projects. The preliminary design report will be prepared for the selected alignment only.

Scope related to potential traffic control conflicts and solutions. This scope will evaluate potential traffic safety and mobility issues associated with the selected WTS alignment. The assessment will identify anticipated impacts on vehicular traffic operations, bicycle and pedestrian movements, and driveway access during construction and post-construction phases. Specific attention will be given to areas where lane closures, detours, or staging may create safety concerns or reduce mobility for all modes of travel. The analysis will include intersection considerations, sight distance considerations, and potential conflict points between vehicles, cyclists, and pedestrians. Based on the evaluation, practical measures, and design solutions will be identified such as crash cushions for barriers. These solutions will be incorporated into the project's special provisions for safe and efficient traffic operations during the construction period and maintain accessibility for residents and businesses in accordance with the City's standard requirements.

Task 2 – CEQA Compliance
Ardurra will prepare a Notice of Exemption (NOE) Form, per CEQA Guidelines Appendix E, for review and approval by the City. However, as over a decade has passed since preparation of the 2012 Plans and associated CEQA IS/MND, our effort will include an evaluation of the project against the list of exceptions outlined in Section 15300.2 of the CEQA Guidelines, along with supporting technical memoranda for biological resources and cultural resources, and a hazards database search. We will draft a CEQA-compliant project description that identifies the project's physical components, summarizes existing and surrounding land uses, and describes the construction and operational characteristics of the project. Construction details will include equipment, duration of various activities, and any related demolition, grading, and construction phases. A regional location and local vicinity map will be prepared. We understand that construction will principally occur within established right-of-way (previously disturbed areas) and expect that preconstruction bird nesting surveys, if needed, can be performed to avoid potentially significant impacts.

Technical information from online research and field surveys, along with Best Management Practices (BMPs) incorporated into the project description, will be the basis for the CEQA NOE finding. The Draft NOE will be submitted to the City for one round of review and comment. Revisions will be incorporated into the Final NOE. As per the RFP, we understand that the City will file the NOE form and pay the $50 NOE filing fee with the San Bernardino County Clerk.

Task 3 – Engineering Design Services and Project Management
The scope of the project can range from the longest alignment approximately 18,500 linear feet to approximately 11,900 linear feet. This variation can change the scope from 24 plan and profile sheets to 15

plan and profile sheets. Therefore, we based our scope and fee on the longest possible alignment. If the City prefers to adjust the scope and fee after the selected alignment is established, that will be accommodated.

Task 5 – Additional Services

Task 5.1 – Additional Services

This scope is reserved for additional services requested by the City and authorized in advance. The fee reflects 10% of the baseline fee.

Task 5.2 – Design of Tunneling Methods for 3 Trenchless Crossings

This scope includes design of the trenchless crossings of an assumed three (3) major utility corridors. Depending on the length, depth, and complexities of the three assumed utility corridor crossings, this scope may be required to design the trenchless sections. If additional trenchless sections are required, this scope and fee will need to be adjusted.

Task 5.3 – Bid Phase of Tunneling Methods for 3 Trenchless Crossings

Aldea will support the team during bid phase for trenchless construction.

Task 5.4 – Plat and Legal Descriptions (10 properties) (See Task 1.3.2)

This scope includes preparing plat and legal descriptions for the properties identified during the alignment study. This scope and fee assumes a total of 10 properties. This scope can be permanent right-of-way or temporary construction easements. If the impacts are minor, similar to UT1050, this scope can be converted to Permit to Enter and Construct form letters and obtaining signatures. This scope will be further refined following the selection of the preferred alignment.

Task 5.5 – Survey Point of Pothole PK nail (75 pothole locations)

This scope includes obtaining field survey points of the 75 pothole PK nail markers placed directly above the utility pothole location. This scope adds the vertical elevation of the existing ground surface over the utility potholed. This scope is optional since Task 1.6 will provide the horizontal location, which in many cases is sufficiently accurate.

Task 5.6 – Advance 5 Utility Potholes from 10-feet deep to 25-ft deep

This scope advances a total of five (5) utility potholes from 10-feet deep to 25-feet deep. Our estimated five (5) utility potholes at 25-feet deep is based on our knowledge of the existing alignments and utilities in this area.

Task 5.7 – Utility Locating Services

The RFP requested the use of GPR for locating utilities within alleys. Since none of the alignments shown in the RFP contain alleys, this scope may not apply. This scope includes the use of GPR and other utility locating services to a limit of $9,000 along the final selected alignment. The scope includes: (1) Designate conductive utilities with direct connection or passive induction locating equipment, (2) Designate sewer and storm drain pipes with sondes and rodding, if possible, and (3) Sweep the area for unknown utilities using tandem passive induction, radio and power signature scanning, ground Penetrating Radar (GPR). T2ue will prepare a Field Sketch of the designating results, including comments and notes. The field sketch will be used to support the survey of utility alignments and deliverable production. Field sketches will be provided in ACAD as a *.dwg and *.dxf.

Task 5.8 – Environmental Sampling and Testing (Industrial Zones)

If the selected alignment traverses a site of concern, this scope includes performing environmental laboratory analysis on selected soil samples to evaluate the presence of chemicals of concern at tested locations within the project alignment. For preliminary screening purposes, we will analyze selected soil samples for the following if PID readings are greater than 45 parts per million and include the minimum detectable limit with the results:

- Total Petroleum Hydrocarbons (TPH) (C8-C40) by EPA Method 8015B
- CAM 17 Total Metals by EPA Methods 6010B and 7471A (Mercury)
- Volatile Organic Compounds (VOCs) by EPA Method 8260B/5035
- Semivolatile Organic Compounds (SVOCs) by EPA Method 8270D

Schedule

Activity Description	Start	End
Project Kick Off	03/01/26	03/02/26
Pre-Alignment Study	03/02/26	04/01/26
Alignment Study	04/01/26	05/01/26
Pre-PDR	05/01/26	06/30/26
PDR/30% Plans	06/30/26	09/03/26
Post-PDR	09/03/26	09/18/26
60% PS&E	09/18/26	11/17/26
90% PS&E	11/17/26	01/16/27
100% PS&E	01/16/27	03/17/27
Bid Documents	03/17/27	04/16/27
Bid Phase	04/16/27	06/15/27
Project Complete	06/15/27	06/16/27

Schedule Assumptions:

1. PS&E submittals require Citywide Plan Check
2. Citywide Plan Reviews are 4-weeks
3. ROW Acquisition is not included

EXHIBIT B

City of Ontario
UT1096 Western Trunk Sewer Project
Fee Proposal

			Labor Hours														Fee Budget										
																		Subconsultants										
		Title	Project Director		Design Manager				Sewer Modeling	Structural	Env Planner							Tunneling	Geotechnical	Potholing	Right-of-Way	Cultural	Biologist	Surveyor	Sub Markup	Expenses	Total
			Project Manager V	Project Manager III	Project Engineer IV	Project Engineer II	Project Engineer I	CAD Designer V	Project Manager IV	Project Manager II	Project Manager IV	Senior Traffic Engineer	Traffic Engineering Technician III*	QA/QC Manager	Administrative Assistant III*												
		2024 Billing Rates, $/Hr (escalated 3% annually)	$350	$265	$297	$180	$175	$190	$297	$233	$297	$276	$159	$308	$120	Total Hours	Labor	LJB (Aldea)	Nova	T2ue	Clark Land Solutions			O'Day	10%		
Task 1	**Preliminary Design Report (PDR)**																										
		Project Management and Administration	24	40		24									12	100	$24,760								$0	$500	$25,260
	1.1	Project Kickoff Meeting	1	2	1	4										8	$1,897								$0		$1,897
	1.2	Coordination and Alignment Study																									
		Pre-Alignment Study	4	4	4	8	12	12	8							52	$11,844								$0		$11,844
		Alignment Study	8	24	4	8	40	40	8			20	6	8		166	$37,702								$0	$500	$38,202
		Post-Alignment Study	2	4												6	$1,760								$0		$1,760
		Workshop 1 - Alignment Study	1	4	1	8										14	$3,147								$0		$3,147
	1.3	Right-of-Way Assessment																									
	1.3.1	Right-of-Way Assessment (30 properties)		8												8	$2,120				$56,880				$5,688		$64,688
	1.3.2	Optional - Appraisal and Acquisition (Assume 10 properties)		8												8	$2,120				$157,280				$15,728		$175,128
	1.4	Data Collection, Utility Research and Notifications		8		80										88	$16,520								$0	$500	$17,020
	1.5A	Right-of-Way Mapping (Ex and Future ROW) (For Alignment Study, all 30 segments)		4												4	$1,060							$55,020	$5,502		$61,582
	1.5B	Topographic Survey (For Selected Alignment)		4												4	$1,060							$156,240	$15,624		$172,924
	1.6	Utility Potholing Services (75 total PH @ 10-ft deep) (see Task 5.6 for add'l cost to advance 5 PHs to 25-ft deep)		4			24									28	$5,260			$166,905					$16,691	$500	$189,356
	1.7	Geotechnical Investigation (Assume 19 spaced at 1,000 ft)		4												4	$1,060		$209,828						$20,983		$231,871
	1.8	Opinion of Probable Construction Cost (30%)		12		12										24	$5,340								$0		$5,340
	1.9	Project Schedule updated (updated monthly)		24												24	$6,360								$0		$6,360
	1.10	Preliminary Design Report (PDR)																									
		Preliminary Plans (30%) (Assumed 30 sheets)	2	24	4	8	80	120						4		242	$47,720								$0	$500	$48,220
		Evaluate Traffic Impacts		4												4	$1,060								$0		$1,060
		CEQA Requirements		4												4	$1,060								$0		$1,060
		Draft PDR	8	24	16	80	80		16	8	8	10	6	6		262	$56,866								$0	$300	$57,166
		Final PDR	8	24	16	80	80		16	8	8			6		246	$53,152								$0	$300	$53,452
	1.11	Preliminary Design Workshops																									
		Workshop 2 - Draft PDR	1	4	2	4										11	$2,724								$0		$2,724
		Workshop 3 - Final PDR	1	4	2	4										11	$2,724								$0		$2,724
	1.12	Public and Private Agency Utility Coordination	2	16			16									34	$7,740								$0		$7,740
		Preliminary Design Report (PDR)	**$21,700**	**$66,250**	**$14,850**	**$57,600**	**$58,100**	**$32,680**	**$14,256**	**$3,728**	**$4,752**	**$8,280**	**$1,908**	**$7,392**	**$1,440**	**1344**	**$292,936**	**$0**	**$209,828**	**$166,905**	**$56,880**	**$0**	**$0**	**$211,260**	**$64,487**	**$3,100**	**$1,005,396**
Task 2	**CEQA Compliance**																										
		Coordination with City Planning Department		2			4				4					10	$2,418								$0		$2,418
		Provide Technical Input (Exhibits, Project Description)		2			4				20				4	30	$7,650					$7,700	$5,000		$1,270		$21,620
		CEQA Compliance	**$0**	**$1,060**	**$0**	**$0**	**$1,400**	**$0**	**$0**	**$0**	**$7,128**	**$0**	**$0**	**$0**	**$480**	**40**	**$10,068**	**$0**	**$0**	**$0**	**$0**	**$7,700**	**$5,000**	**$0**	**$1,270**	**$0**	**$24,038**
Task 3	**Engineering Design Services and Project Management**																										
		Project Management and Administration	12	80	8										12	112	$29,216								$0	$500	$29,716
	3.1	Preliminary Design (60% PS&E)	2	24	4	40	120	120		24				40		374	$77,160								$0		$77,160
	3.2	Detailed Design (90%) Submittal	2	24	4	40	120	120		16				40		366	$75,296								$0		$75,296
	3.3	Final Design Revisions	2	24	4	40	80	120						16		286	$57,176								$0		$57,176
	3.4	Final Working Drawings and Specifications (100%) Submittal	2	24	4	40	80	120		16				16		302	$60,904								$0		$60,904
	3.5	Permits																									
		DDW Waivers (if required)	1	12			24									37	$7,730								$0		$7,730
		IEUA Crossings	1	12			24									37	$7,730								$0		$7,730
		SBCFCD Crossings	1	12			24									37	$7,730								$0		$7,730
	3.6	Opinion of Construction Cost (60%, 90%, 100%)	2	12			24							8		46	$10,544								$0		$10,544
		Engineering Design Services and Project Management	**$8,750**	**$59,360**	**$7,128**	**$28,800**	**$86,800**	**$91,200**	**$0**	**$13,048**	**$0**	**$0**	**$0**	**$36,960**	**$1,440**	**1597**	**$333,486**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$500**	**$333,986**
Task 4	**Bid Phase Support Services**																										
	4.1	Pre-Bid Conference		1		1										2	$445								$0		$445
	4.2	Miscellaneous Bid Phase Services		24		24										48	$10,680								$0		$10,680
	4.3	Conformed Documents		4			32									36	$6,660								$0		$6,660
		Bid Phase Support Services	**$0**	**$7,685**	**$0**	**$4,500**	**$5,600**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**86**	**$17,785**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$17,785**
Task 5	**Additional and Optional Services**																										
	5.1	Additional Services (10% of Tasks 1 thru 4)																									$138,120
	5.2	Design of Tunneling Methods for 3 Trenchless Crossings	2	16	16									24		58	$17,084	$192,960							$19,296		$229,340
	5.3	Bid Phase of Tunneling Methods for 3 Trenchless Crossings		2												2	$530	$8,000							$800		$9,330
	5.4	Plat and Legal Descriptions (10 properties) (See Task 1.3.2)	1	4			8									13	$2,810							$69,200	$6,920		$78,930
	5.5	Survey Point of Pothole PK nail (75 pothole locations)		2			2									4	$880							$21,440	$2,144		$24,464
	5.6	Advance 5 PHs from 10-ft deep to 25-ft deep		2												2	$530			$9,750					$975		$11,255
	5.7	Utility Locating Services (including GPR)		4			4									8	$1,760								$0		$1,760
	5.8	Environmental Sampling and Testing (Industrial Zones)		2												2	$530		$14,508						$1,451		$16,489
		Additional and Optional Services	**$1,050**	**$8,480**	**$4,752**	**$0**	**$2,450**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$7,392**	**$0**	**89**	**$24,124**	**$200,960**	**$14,508**	**$9,750**	**$0**	**$0**	**$0**	**$90,640**	**$31,586**	**$0**	**$371,568**
		Total Hours	90	547	90	505	882	652	48	72	40	30	12	168	28	3164											
		Base Fee	**$30,450**	**$134,355**	**$21,978**	**$90,900**	**$151,900**	**$123,880**	**$14,256**	**$16,776**	**$11,880**	**$8,280**	**$1,908**	**$44,352**	**$3,360**		**$654,275**	**$0**	**$209,828**	**$166,905**	**$56,880**	**$7,700**	**$5,000**	**$211,260**	**$65,757**	**$3,600**	**$1,381,205**

TOTAL T&M NTE TASKS 1 THRU 4, EXCLUDES TASK 1.3.2 AND TASK 5	**$1,381,205**
OPTIONAL TASK 1.3.2	**$175,128**
TASK 5.1 (10% Add'l)	**$138,120**
TASK 5	**$371,568**

TOTAL T&M NTE, INCLUDES TASK 1.3.2 AND TASK 5	**$2,066,021**

CITY OF ONTARIO *Agenda Report* **April 7, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Housing Prepared By: Albert Ramirez Department: Prepared By: Albert Ramirez Staff Member Presenting: Helen McAlary, Executive Director Community Life and Culture Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 12

SUBJECT: A RESOLUTION AUTHORIZING MEMBERSHIP IN THE SAN BERNARDINO REGIONAL HOUSING TRUST

RECOMMENDATION: That the City Council take the following actions:

A. Approve the admission of the City of Ontario to the San Bernardino Regional Housing Trust; and
B. Adopt a Resolution to join the Joint Powers Authority Agreement.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner

FISCAL IMPACT: The fully operational annual cost for the San Bernardino Regional Housing Trust is estimated at $475,000. Annual membership fees will be assessed on a pro rata basis based on the number of participating jurisdictions and their populations.

Currently, nine cities and the County have opted to participate, and the projected annual membership fee is $55,000 per jurisdiction at this level of participation. However, 18 cities and the County have signed letters of intent indicating their interest in joining the Trust. It is anticipated that most, if not all, of these jurisdictions will ultimately participate. If additional jurisdictions join, the annual membership fee is expected to decrease as operational costs are shared among more members. With broader participation, the estimated annual membership fee could decrease to $15,000-$35,000 per jurisdiction. The membership term will commence in May 2026 and will continue until terminated or the Trust is dissolved.

If approved, additional appropriations will be included at a future quarterly update to City Council for approval as needed.

BACKGROUND & ANALYSIS: California is experiencing a significant housing supply and affordability crisis driven by high land costs, rising construction costs, and limited financing options. These challenges have localized impacts that affect housing availability, homelessness, and economic conditions across communities. Addressing these issues requires coordinated actions at the local, regional, and state levels.

One regional strategy is the establishment of the San Bernardino Regional Housing Trust, which would raise and leverage funds to support affordable housing production, preservation, rehabilitation, and related housing activities.

In response to growing housing challenges, the City and County Managers Technical Advisory Committee of the San Bernardino Council of Governments (SBCOG) formed an Ad Hoc Subcommittee in 2021 to explore the feasibility of creating a regional housing trust fund.

At the Subcommittee's direction, SBCOG released the San Bernardino Regional Housing Trust White Paper in January 2022, outlining the potential benefits, governance structures, and case studies related to establishing a regional housing trust.

Following the release of the White Paper, SBCOG released the San Bernardino Regional Housing Trust Strategic Plan, which assessed the housing needs in the San Bernardino County, identified potential funding sources, evaluated financing strategies, and outlined activities that the San Bernardino Regional Housing Trust could support.

Throughout 2022 and 2023, SBCOG conducted outreach across the region, engaging local decision-making bodies, city and county managers, planning staff, elected officials, developers, and housing administrators regarding the San Bernardino Regional Housing Trust. Based on research and stakeholder engagement conducted, it is recommended that the housing trust serving the San Bernardino County be structured as a Joint Powers Authority consisting of local jurisdictions within the region.

On April 5, 2023, the SBCOG Board of Directors authorized staff to begin the process of establishing the San Bernardino Regional Housing Trust, including the formation of a new Joint Powers Authority.

Benefits

The San Bernardino Regional Housing Trust is intended to provide a coordinated regional and programmatic approach to addressing housing needs throughout the San Bernardino region. The San Bernardino Regional Housing Trust will raise and leverage funds to support the production of affordable housing and related activities.

Participating in the Joint Powers Authority would provide several benefits to participating jurisdictions, including:

- Expand funding opportunities by leveraging state, federal, and private resources;
- Support affordable housing projects within individual jurisdictions and across the region;

- Provide regional coordination and administrative capacity to address housing needs comprehensively;
- Attract development interest to the region; and
- Ensure local representation in decision-making through the Joint Powers Authority governance structure.

Overall, participation in the Joint Powers Authority would strengthen the region's ability to secure funding, coordinate resources, and advance affordable housing development.

Structure of the Joint Powers Authority

The San Bernardino Regional Housing Trust Joint Exercise of Powers Agreement has been drafted to incorporate the provisions of Senate Bill 20 (2023) and the California Joint Exercise of Powers Act. Utilizing the provisions of Senate Bill 20 allows the San Bernardino Regional Housing Trust to be an early adopter of this legislation, drawing attention from the State Legislature and improve the San Bernardino Regional Housing Trust's ability to secure State funding. Additionally, utilizing the broader powers under the California Joint Exercise of Powers Act allows the San Bernardino Regional Trust to exercise powers common to its member agencies with greater flexibility.

The governing structure of the San Bernardino Regional Trust will consist of a Board of Directors that exercises all powers and authority on behalf of the organization. The Board of Directors will include a locally elected representative from each agency participating in the San Bernardino Regional Trust, as well as at least two housing policy experts.

Directors who serve as housing policy experts are to be selected by a vote of the Board of Directors. The Board of Directors will also elect officers such as the Chairperson and Vice Chairperson, and may establish advisory committees to support its work.

The San Bernardino Regional Housing Trust may also contract for administrative staff or services as necessary. The Board of Directors is responsible for adopting bylaws, overseeing budgets, and ensuring compliance with California's Joint Exercise of Powers Act and related statutes. Board meetings will be subject to the Brown Act, ensuring transparency and public accountability.

Overall, the governance model balances representation from local governments with subject-matter expertise, while maintaining independence from the member agencies.

Staff recommends that the City Council approve participation in the San Bernardino Regional Housing Trust and authorize execution of the Resolution.

Joint Exercise of Powers Agreement

SAN BERNARDINO REGIONAL HOUSING TRUST

THIS JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is made this [NUMBER] day of [MONTH], 2026 ("Effective Date") pursuant to Government Code Section 6500 et seq., including but not limited to Government Code 6539.1, and other pertinent provisions of law, by and between San Bernardino County (the "County") and those cities within San Bernardino County who become signatories to this Agreement ("Cities"), and relates to the joint exercise of powers among the signatories hereto, each of which is hereafter referred to as "Member Agency" and collectively referred to as "Member Agencies" or "Members."

RECITALS

A. The Member Agencies have determined that a shortage of affordable housing exists as a result of various causes and wish to provide additional housing opportunities in a coordinated and comprehensive manner. The Member Agencies acknowledge that an adequate supply of housing will provide social and economic benefits to residents and taxpayers of each Member Agency.

B. Each Member Agency has the individual power to plan, acquire, manage, regulate, operate, finance and control the development, construction, and operations of affordable housing programs, including housing serving the workforce, moderate- and lower-income households, and those experiencing homelessness, generated within its jurisdictional boundaries, as well as to create and issue development agreements for such activities. Nothing contained in this Agreement shall preclude any Member Agency from establishing, maintaining or providing programs or services to its respective residents as it deems proper or necessary.

C. The Member Agencies find it in their mutual economic interest to address housing needs of their residents on a regional level within the boundaries of San Bernardino County.

D. The Member Agencies desire to act in the public interest to lessen the burden on government by reducing the need for each Member Agency to act individually, and to provide charitable support for housing within their geographic boundaries.

E. California Government Code Section 6500 et seq. ("Joint Exercise of Powers Act" or "Act") permits two or more public agencies to create joint powers authorities for the purposes set forth herein, permits the agencies to exercise jointly any power that the public agencies could exercise separately, and further grants certain additional powers to such joint powers authorities.

F. California Government Code Section 6539.1 authorizes the creation of a regional housing trust pursuant to the Joint Exercise of Powers Act, subject to certain requirements regarding governing composition and annual financial and auditing requirements.

G. Local land-use decisions remain solely with each Member Agency. Nothing in this Agreement deprives any party of its sovereign powers with respect to land use nor transfers such powers to this joint powers authority.

NOW, THEREFORE BE IT RESOLVED that the Member Agencies do hereby establish the entity to be known as the San Bernardino Regional Housing Trust, or SBRHT, to generate and/or maintain housing, disburse funding, and take other actions that will result in permanent additions to the housing stock within SBRHT's jurisdictional boundaries, and do hereby agree as follows:

1. Purpose.

1.1 The purpose of this Agreement is to establish a legal public entity separate from the Member Agencies that shall be responsible for the joint acquisition, management, operation, fundraising, planning, adoption, financing, administration, review, monitoring, and reporting of certain housing activities in the region for the benefit of those experiencing homelessness and extremely low-, very low-, low-, and moderate-income households, as defined in Section 50093 of the Health and Safety Code. By entering this joint powers authority Agreement, the Member Agencies seek to gain economic benefits not realized when operating individually. Further, the establishment of this joint powers authority provides for the economic viability and coordination of housing program financing and facilities throughout SBRHT's jurisdictional boundaries.

1.2 SBRHT shall be an entity which is legally independent from the parties to this Agreement and shall be responsible for the administration of this Agreement.

1.3 The assets, rights, debts, liabilities, and obligations of SBRHT shall not constitute assets, rights, debts, liabilities, and obligations of any of the Member Agencies. However, nothing in this Agreement shall prevent any of the Member Agencies from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of SBRHT, provided that the SBRHT Board of Directors ("Board") and the Member Agency approve, in writing signed by each party, such contract or assumption.

2. Powers.

2.1 General Powers. SBRHT shall have all the powers common to the Member Agencies of this agreement necessary or convenient, specified or implied, to accomplish the purpose of this Agreement as set forth in Section 1 above, subject to the restrictions set forth in Section 2.7. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act, including without limitation all powers set forth in Government Code Section 6539.1.

2.2 Specific Powers. Without limiting the generality of the powers conferred in subdivision 2.1 of Section 2, SBRHT is authorized to act on any or all of the following matters, as each Member Agency could act separately, and as it deems in the best interest of its Members, to the extent permitted by any and all applicable laws, codes, ordinances, resolutions, and regulations:

a. Facilitate and assist the Member Agencies and others in the housing sector to acquire, construct, rehabilitate, finance, refinance, operate, regulate, and maintain affordable housing programs, projects, and facilities, as determined by the Board.

b. Coordinate and collaborate with Member Agencies on funding solicitations and other opportunities for the purposes set forth in this Agreement to minimize and avoid, where possible, competition and redundancy in the pursuit of funding.

c. Facilitate the planning, study, and recommendation of proper and appropriate SBRHT programs, activities, and management practices; including the research and study of issues related to housing.

d. Educate the public, Member Agencies, and other agencies and entities on SBRHT programs.

e. Provide for or enter into agreements to provide for administrative, financial, construction, engineering, legal, audit, and any other professional services supporting any of the SBRHT programs or activities.

f. Solicit, apply for, accept, and receive grants, donations, advances, and contributions.

g. Sue and be sued in its own name.

h. Incur and discharge debts, liabilities, and obligations which may include but shall not be limited to being in the form of secured bonds, revenue bonds, or other forms of secured or unsecured debt.

i. Issue bonds or notes and associated covenants, for designated purposes.

j. Acquire or protect any necessary security or leasehold interests involved in loans, bonds, notes, or other financing methods implemented to carry out the purpose of this Agreement.

k. Acquire, hold, lease, improve, construct, rehabilitate, maintain, pledge, assign, mortgage, operate, and dispose of real and personal property as may be necessary and appropriate in connection with the creation, construction, financing, development, and maintenance of certain workforce and affordable housing and the programmatic needs of SBRHT.

l. Issue and receive loans.

m. Acquire such insurance protection as it deems necessary.

n. Adopt resolutions and ordinances necessary to carry out the purpose of this Agreement.

o. Establish advisory committees or subcommittees as necessary.

p. Form wholly-owned and controlled affiliate entities to accomplish any of its purposes.

q. Adopt bylaws and such other rules and procedures as may be deemed necessary.

r. Convey real and/or personal property interests and/or funds.

s. Any other acts necessary to carry out the above identified actions that each Member Agency is empowered to take individually.

2.3 SBRHT shall undertake, facilitate, and encourage the acquisition, creation, construction, development, and maintenance of affordable housing programs, projects, and facilities, as determined by the Board.

2.4 SBRHT shall implement programs, financing mechanisms, and funding criteria to support and advance affordable housing opportunities within the jurisdictional boundaries of the Member Agencies. These programs may include, but are not limited to, loan and grant programs, land acquisition and disposition programs, and other initiatives designed to increase the supply, preservation, and quality of affordable housing.

2.5 SBRHT may establish criteria, policies, and guidelines governing eligibility, funding priorities, and program administration, provided such criteria are consistent with the purposes of this Agreement and applicable state and federal laws.

2.6 Equitable Member Agency Investment. The SBRHT Board shall establish criteria to allow for the equitable distribution of funds, and shall not exclude any Member Agency based on its rural, suburban, or urban character, as defined by the Board. Funding programs will not be set up as a means to impose zoning or land use changes within the boundaries of the Member Agencies.

2.7 Limitation on Powers. This Agreement does not authorize, and expressly prohibits, SBRHT to do any of the following:

a. Nothing in this Agreement shall be construed as transferring or delegating to SBRHT any land use, zoning, or development permitting power of the Member Agencies. Each member agency shall retain full and independent authority over land use decisions within its jurisdiction, including but not limited to general plan amendments, zoning classifications, entitlements, and project approvals. Any project or program funded or supported by SBRHT shall comply with the applicable general plans, zoning ordinances, and other land use regulations of the member agency within which the project is located, unless otherwise approved by the Member Agency.

b. Regulate land use within the jurisdiction of any of the Member Agencies;

c. Levy, or advocate or incentivize the levying of, any land use exaction, such as an impact fee, charge, dedication, reservation, or tax assessment, as a condition of approving the funding for or approval of, a development project;

d. Require inclusionary zoning requirements;

e. Fund or otherwise approve an agreement for a housing project that is not permitted by the Member Agency within whose jurisdiction the project is proposed to be located; or

f. Require any Member Agency to accept or provide any specific number of housing units as a prerequisite to joining or remaining a party to this Agreement.

g. Impose additional development standards for grant funding beyond what is already conditioned by another entity.

h. In the event that the SBRHT has employees, the creation of any employee pension plan or any other retirement plan other than a plan created under the federal Internal Revenue Code Sections 401(k), 403(b), 457(b), or Roth account plan.

3. Term and Termination

3.1 This Agreement shall be effective, and SBRHT shall come into existence, on the Effective Date, which shall be the date upon which this Agreement has been approved by three eligible Member Agencies.

3.2 This Agreement shall continue until terminated or dissolved pursuant to Section 3.3 of this Agreement. However, in no event shall the Member Agencies terminate or dissolve SBRHT if its termination or dissolution would conflict with or violate the terms or conditions of any bonds, financial instruments, or related documentation by or on behalf of SBRHT, including, without limitation, indentures, resolutions, and letter of credit agreements.

3.3 This Agreement may be terminated by consent of a majority of the Member Agencies, and upon full and complete liquidation of all liabilities, including, but not limited to, any bonds, consistent with Section 3.2. Upon termination of this Agreement, any surplus money or assets in possession of SBRHT, after payment of all liabilities, shall be distributed to the then-existing Member Agencies in proportion to the contributions made by each.

4. Governance

4.1 Members. The Member Agencies of SBRHT shall be the parties to this agreement who have not withdrawn from SBRHT, and such other entities that may join SBRHT after execution of this Agreement. New Members may join based on the terms and conditions set forth in Section 11.

4.2 Affiliates. Entities that are eligible to be a party to this Agreement may join the SBRHT as an affiliate. Entities that join as an affiliate are not eligible to have a member of their governing board serve on the Board of Directors, as described in Section 4.3, or receive funding for a project within their jurisdiction until such time, if ever, they become a Member of the SBRHT. An eligible entity may become an affiliate through written notice from the executive officer of the entity, but shall not be a party to this Agreement.

4.3 Board of Directors; Composition. SBRHT is governed and administered by a Board of Directors ("Board") that shall exercise all powers and authority on behalf of SBRHT. The membership of the Board of SBRHT shall be in accordance with Government Code Section 6539.1, and as it may be amended. As currently required at execution of this Agreement, the SBRHT Board shall consist of at least five (5) Directors, as follows:

a. At least three (3) Directors shall be locally elected officials from their respective Member Agency jurisdictions, and appointed by their respective Member, and

b. Each Member Agency may appoint up to one (1) Director, and

c. At least two (2) Directors shall be experts in homeless or housing policy that are not elected officials of any local agency. These Director positions shall be selected by a majority vote of the elected membership of the Board prescribed in Section 4.3(a) of this Agreement, and

d. A majority of Directors must be locally elected officials from their respective Member Agency jurisdiction, and

e. Alternates for each Director position may be established by the Board of Directors, provided that such alternates meet the requirements established in this Agreement and under the bylaws adopted by the Board of Directors.

4.4 Advisory Committees. The Board may establish one or more advisory committees to advise the Board, pursuant to the bylaws.

4.5 Director Terms. The Member Agencies shall select their respective Directors for the Board no later than the Effective Date, or the effective date of the respective Member Agency entering into this Agreement, as may be applicable. Each Director shall serve a term of two years, but may be reappointed for successive two-year terms in accordance with this Agreement. At least 15 days prior to the end of a Director's term, the respective Member Agency must select a new Director or re-select the current Director for the new term of office. There is no limit on the number of terms a Director may serve. In the event of a vacancy on the Board in a Director position originally appointed by a Member Agency pursuant to this Agreement in Section 4.3(b), that Member Agency shall appoint a replacement in accordance with the criteria of Section 4.3(a) within 60 days of such vacancy who shall serve out the remainder of the term of the Director that has been replaced. In the event of a vacancy on the Board in a Director position appointed pursuant to this Agreement in Section 4.3(c), the SBRHT Board shall appoint a replacement in accordance with the criteria of Section 4.3(c) within 60 days of such vacancy who shall serve out the remainder of the term of the Director that has been replaced.

4.6 Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors consistent with Section 8.6.

4.7 Compensation. Directors shall serve on the Board without compensation. Directors may be reimbursed for actual expenses that are approved in accordance with applicable provisions of this Agreement and SBRHT bylaws before the expenses are incurred.

5. Budgets and Financing.

5.1 The Fiscal Year of SBRHT shall, unless and until changed by the Board of Directors, commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year except that the initial Fiscal Year of SBRHT shall commence on the Effective Date of this Agreement and conclude on the next June 30th.

5.2 The Board shall annually adopt an operating budget for SBRHT setting forth anticipated expenses, financing sources and proposed service levels necessary to carry out the purposes of this Agreement. The payment of all SBRHT obligations is limited to the amount of appropriations allowed in SBRHT's approved budget, except as it may be revised with the approval of a majority of the Board of Directors. The budget for SBRHT shall distinguish between administrative costs (i.e., the cost of operating SBRHT) and program costs (i.e., the financing of the programs funded or sponsored by SBRHT).

5.3 The particular Program and Program budget funded, sponsored, or operated by SBRHT, as well as the level of, and mechanisms for, the involvement of SBRHT and each Member Agency, in such

Program and Program budget, shall be determined and approved by the Board. A Member Agency's individual contribution, involvement, and role in any particular Program or the Program budget shall be mutually agreed between the Member Agency and SBRHT. By way of example only, said contributions, involvement, or role may include cash contributions, provision of services or staffing, use or transfer of title to real or personal property, pledges, guarantees, or whatever other instruments or involvement the Member Agency and SBRHT may agree to. Contributions of all kinds to the Program budget from private persons or entities and not-for-profit entities, whether their interests are represented by any Directors, are encouraged, so long as they do not cause a violation of any applicable conflicts of interest statutes, rules, or regulations.

6. Financial Management.

6.1 Pursuant to Government Code Sections 6505.5 and 6505.6, the Board shall appoint an officer of SBRHT to hold the offices of treasurer and auditor of SBRHT. This officer can be either the treasurer of a Member Agency to this Agreement or a certified public accountant. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for SBRHT required by Sections 6505, 6505.5, and 6505.6 of the Government Code, including any amendments thereto. Pursuant to Government Code Section 6505.1, the auditor and treasurer shall have charge of certain property of SBRHT. The treasurer and auditor shall ensure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of SBRHT. The treasurer and auditor of SBRHT shall be required to file an official bond as required by Government Code Section 6505.1 with the Board of Directors in an amount which shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be an appropriate expense of SBRHT.

6.2 SBRHT shall publish an Annual Financial Report that shall describe the funds received by SBRHT and the use of such funds by SBRHT. The Annual Financial Report shall describe how the funds received by SBRHT have furthered the purpose of SBRHT.

7. Additional Officers and Staffing.

7.1 It is understood that SBRHT will require the support of administrative staff. When deemed necessary, the Board may contract for officers and staff with a Member Agency, the San Bernardino Council of Governments, or other independent contractors, agents, or volunteers as the Board may deem necessary to carry out any of SBRHT's powers, upon such terms and conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in SBRHT's budget and are appropriated by SBRHT therefore.

7.2 None of the officers, agents, or staff, if any, directly contracted by SBRHT shall be deemed, by reason of their roles or duties or contracted status, to be employed by any Member Agency.

7.3 The officer or staff may be delegated authority as deemed necessary or appropriate by the Board.

7.4 If SBRHT contracts with a Member Agency to provide SBRHT with administrative services through persons who are employees and/or officers of the Member Agency, then any retirement liabilities

associated with that Member Agency's employees and/or officers shall not constitute a liability of SBRHT or any other Member Agency. This shall not preclude a Member Agency providing administrative services to SBRHT pursuant to a contract with SBRHT from accounting for such salary and benefit costs when negotiating the rates that the Member will charge SBRHT for providing such services.

7.5 All privileges and immunities from liability, exemptions from laws, ordinances and rules, and benefits that apply to officers, agents, or employees of a Member Agency shall apply to the same extent when performing duties for SBRHT.

8. Meetings.

8.1 The Board shall schedule at least two (2) regular meetings each Fiscal Year.

8.2 Special meetings of the Board may be called by the Chairperson of the Board and otherwise in accordance with provisions of California Government Code Section 54956 and any applicable SBRHT bylaws.

8.3 All meetings of the Board shall be held subject to the provisions of California Government Code Section 54950 et seq. (the "Brown Act") and other applicable laws of the State of California.

8.4 A quorum is established if at least a majority of Directors are present at a meeting, except that less than a quorum may adjourn a meeting to another time and place. Unless otherwise provided in this Agreement or otherwise defined in the Bylaws, actions and decisions of the Board of Directors may be taken by a majority of the quorum present at any meeting. Each Director of a Member Agency shall have one vote and no weighted or proxy votes shall be permitted.

8.5 The Board of Directors shall cause minutes of all regular, adjourned regular, and special meetings to be kept as record of all meetings.

8.6 The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors at the first meeting held in each calendar year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or in the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director meetings.

8.7 The Board of Directors may adopt, from time to time, by resolution, such rules, regulations and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

9. Bylaws.

9.1 The Board shall adopt bylaws for the conduct of its affairs, provided that they are consistent with this Agreement and are appropriate in order to carry out SBRHT's purpose.

9.2 The Board may, from time to time, amend its bylaws.

10. Fees.

10.1 Member Agencies shall make annual contributions ("Administrative Fee") towards the budgeted administrative costs of SBRHT in accordance with a cost allocation as determined and approved annually by the Board of Directors. Payment shall be due within 30 days of receipt of an invoice from SBRHT.

11. New Members.

11.1 New Member Agencies may be added to SBRHT by a majority vote of the Directors present at the meeting. Membership is effective immediately upon execution of this Agreement by the new Member Agency.

12. Withdrawal.

12.1 It is fully anticipated that each Member Agency shall participate in SBRHT until the purposes set forth in this Agreement are accomplished. A Member Agency may withdraw from SBRHT upon its governing board's adoption of a resolution stating its intent to withdraw from SBRHT. The withdrawal of any Member Agency shall be conditioned as follows:

a. The withdrawal shall be effective at the end of the SBRHT Fiscal Year which is at least 180 days after the receipt by SBRHT of a written notice of the Member Agency's intent to withdraw, accompanied by a copy of the governing board resolution stating the intent to withdraw; and

b. Unless otherwise provided by a unanimous vote of the SBRHT Board, withdrawal shall result in the forfeiture of that Member Agency's rights and claims relating to distribution of property and funds upon termination of SBRHT. Withdrawn Members shall not be entitled to any reimbursement of Administrative Fees.

13. Amendments.

13.1 Except as provided in Sections 11 and 12, subject to all legal obligations of SBRHT, this Agreement may be amended by a writing executed by all of the Member Agencies of SBRHT.

14. Notices.

14.1 All notices to the Member Agencies shall be deemed to have been given to the Member Agencies (1) three days after mailing when mailed, postage prepaid by United States mail, return receipt requested, or (2) at the time of delivery when delivered personally or by courier service to the Member Agency's City or County Clerk during usual business hours at the principal office.

14.2 All notices to SBRHT shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the executive officer of SBRHT at the following address, or to such other address as may be designated to SBRHT for formal notice:

1170 W. Third Street

2nd Floor
San Bernardino, CA 92410

15. Assignments; Other Agreements.

15.1 This Agreement shall be binding upon and shall inure to the benefit of the successors of any Member Agency. No Member Agency may assign any right or obligation hereunder without the written consent of all other Member Agencies. Participation in SBRHT is not intended to preclude Member Agencies from entering into similar agreements with other jurisdictions.

16. Severability.

16.1 Should any part, term, portion, or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the agreement the Member Agencies intended to enter into in the first instance.

17. Headings.

17.1 All section headings contained in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any provision of this Agreement.

18. Non-Liability for Obligations of SBRHT.

18.1 The debts, liabilities, and obligations of SBRHT shall not be considered the debts, liabilities, or obligations of any Member Agency or its respective officers, agents, employees, representatives, or volunteers.

a. Assignment. Each Member Agency shall assign to the SBRHT its rights, title, and interest to recover damages from any third party for Claims (as defined in Subsection d below) arising out of this Agreement, to the extent that the SBRHT has met its obligations to defend and indemnify such Member Agency pursuant to this section.

b. Survival. SBRHT's duty to defend, indemnify, and hold harmless Member Agencies shall survive and continue in full force and effect after withdrawal of any Member from this Agreement, including as to the withdrawing Member Agency, or termination of this Agreement for any reason with respect to any Claims, as defined in 18.1.d., that occurred before the date of such withdrawal or termination.

c. Pursuant to the provisions of California Government Code Section 895 et seq., each Member Agency that is party to this Agreement shall be liable for its own negligent or wrongful acts or omissions and those of its officers, employees, and agents.

d. Indemnification. The SBRHT shall defend, indemnify, and hold harmless each Member Agency, its officers, agents, employees, representatives, and volunteers (the "Indemnitees") from and against any loss, injury, claim, lawsuit, liability, expense, or damages of any kind or nature

(collectively, "Claims") brought by a third party which arises out of or in connection with SBRHT's acts and omissions related to its purposes set forth in this Agreement, including such third-party claims arising out of or in connection with any Indemnitees acting within their authorized capacity as an officer, agent, employee, representative, or volunteer of SBRHT. The SBRHT's duty to defend and indemnify under this section shall not extend to Claims otherwise arising out of the Indemnitees' own active negligence, omissions, or willful misconduct, whether in whole or part.

e. Liability Financing. The SBRHT shall finance its obligation pursuant to this Subsection by establishing a liability reserve fund, and/or by purchasing commercial insurance, and/or by joining a joint powers insurance authority (JPIA) as determined by the Board. In the event SBRHT's financial obligations to indemnify, defend, and hold harmless, pursuant to this Subsection, exceed the liability reserve fund and/or the proceeds from any applicable insurance and/or JPIA coverage maintained by the SBRHT (hereinafter "Unfunded Liability"), the Member Agencies may provide for contribution or indemnification by any or all of the Member Agencies that are parties to the agreement upon any liability arising out of the performance of the agreement, and/or a Member Agency or Member Agencies may meet and confer with SBRHT in good faith to negotiate alternative means or mechanisms by which SBRHT may fund such Unfunded Liability; however, in no event shall the event of an Unfunded Liability relieve, limit, or waive SBRHT's obligations of indemnity or defense to each Member Agency as first set forth above in this section. Nothing herein shall obligate any Member Agency to indemnify or hold harmless SBRHT for an Unfunded Liability or to make any contribution towards an Unfunded Liability. In no event shall any Unfunded Liability of the SBRHT be passed through to a Member Agency without the express, written, and voluntary approval of that Member Agency's governing body via a separate instrument.

19. Governing Laws and Venues.

19.1 This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California. The parties agree that any legal action, suit, or proceeding arising out of or relating to this Agreement shall be instituted and maintained exclusively in the state within the County of San Bernardino, California. Each party irrevocably submits to the personal and subject matter jurisdiction of such courts and waives any objection to venue or forum non conveniens with respect to actions brought in those courts.

20. Confirmation of Jurisdictional Authority.

20.1 By signing this Agreement, the Member Agencies retain all jurisdictional authority granted to them by the State and/or their respective Charters. The powers and/or authority granted to SBRHT pursuant to this Agreement shall in no way serve to limit or restrict an individual Member Agency's jurisdictional authority.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representative, have affixed their signatures on this Agreement, effective as of the date first stated above.

MEMBER AGENCY: [ENTER MEMBER AGENCY NAME]

By: _____

[INSERT Name of Authorized Signatory, Title]

Attest: _____

[INSERT Name of Witness (e.g. Clerk), Title]

MEMBER AGENCY:

By: _____

[INSERT Name Authorized Signatory, Title]

Attest: _____

[INSERT Name of Witness (e.g. Clerk), Title]

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING, AUTHORIZING, AND DIRECTING CITY EXECUTION OF THE JOINT EXERCISE OF POWERS AGREEMENT RELATING TO MEMBERSHIP IN THE SAN BERNARDINO REGIONAL HOUSING TRUST.

WHEREAS, The San Bernardino Regional Housing Trust (SBRHT) will be formed upon the approval of at least three qualified members as a joint powers authority between Member Agencies throughout the San Bernardino Council of Governments region (region); and

WHEREAS**,** SBRHT was created for the purpose of funding housing specifically assisting persons and families of extremely low-, very low-, low- and moderate-income levels within the region; and

WHEREAS, the City of Ontario is committed to increasing the supply of affordable housing and addressing the housing needs of residents across all income levels; and

WHEREAS, the City of Ontario determined that there are limited financial resources available for affordable housing development and that additional local financing will increase the competitiveness of individual projects for the State and Federal resources; and

WHEREAS, the SBRHT provides an opportunity to raise and pool funds among Member Agencies to support the development of affordable and workforce housing including the development of financing, preservation and rehabilitation of such housing; and

WHEREAS, the City of Ontario finds it in their mutual economic interest to address the housing needs of their residents on a regional level; and

WHEREAS, the City of Ontario determined that it is in the public interest and for the public benefit that the City of Ontario become a member of the SBRHT to further facilitate the development of affordable housing in the City of Ontario and throughout the region, including the financing of projects executed by the SBRHT; and

WHEREAS, the City of Ontario will be joining other jurisdictions that are also members of the SBRHT in efforts to increase State and Federal resources for affordable housing directed to SBRHT; and

WHEREAS, the Agreement has been filed with the City of Ontario, and the members of the City Council, with the assistance of its staff, have reviewed said document; and

WHEREAS, the SBRHT is authorized to issue grants and loans to developers for the purpose, among others, of financing and refinancing the construction, acquisition, and rehabilitation of affordable housing; and

WHEREAS, the City anticipates there will be affordable housing projects in need of financing located in the City of Ontario; and

WHEREAS, the SBRHT shall be legally independent from City of Ontario, and its debts, liabilities, and obligations shall not constitute those of the City unless expressly agreed to by both parties; and

WHEREAS, local land use authority remains fully vested in City of Ontario, and nothing in the Joint Exercise of Powers Agreement nor this resolution, shall be construed to transfer, limit, or otherwise affect the City's sovereign authority over land use decisions; and

WHEREAS, the City Council finds it to be in the best interest of the City of Ontario and its residents to join the SBRHT and support regional housing solutions.

WHEREAS, pursuant to the Agreement, the City Council is authorized to appoint a member to serve on said Board;

WHEREAS, the City Council finds it in the best interest of the City to appoint a qualified representative to this position;

WHEREAS, the City Council finds that a City Council member is qualified to serve in this position and desires to appoint them to the Board;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City Council hereby authorizes the City of Ontario membership in the San Bernardino Regional Housing Trust (SBRHT).

SECTION 3. The City Council reviewed and approves of the Joint Exercise of Powers Agreement substantially in Exhibit "A" of this Resolution.

SECTION 4. The adoption of this Resolution shall not obligate the City of Ontario or any department thereof to (i) provide any financing to acquire, construct or operate any Project or any refinancing of any Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, improvement, rehabilitation or operation of any Project; (iii) require any contribution or advance any funds whatsoever to the SBRHT other than membership fees for administrative costs; or (iv) except as provided in this Resolution, take any further action with respect to the SBRHT or its membership therein.

SECTION 5. The City Council, the City Clerk and all other proper officers and officials of the City of Ontario are hereby authorized and directed to execute the Joint Exercise of Powers Agreement and to perform such other acts and deeds, as may be necessary or convenient to affect the purposes of this Resolution and the transactions herein authorized.

SECTION 6. The City Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to the SBRHT:

San Bernardino Regional Housing Trust
Attn: Monique Arellano
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 7th day of April 2026.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2026- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held April 7, 2026 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held April 7, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **April 7, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Planning Prepared By: Rafael Torres Department: Prepared By: Rafael Torres Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 13

SUBJECT: APPROVAL OF THE CENTERPARK SPECIFIC PLAN (FILE NO. PSP24-002)

RECOMMENDATION: That the City Council adopt an Ordinance approving the CenterPark Specific Plan (File No. PSP24-002), appended to the attached Ordinance as "Attachment A", pursuant to the facts and reasons contained in the staff report and subject to the conditions of approval appended to the attached Ordinance as "Attachment B".

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Invest in the Growth and Evolution of the City's Economy
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: Adoption of the CenterPark Specific Plan will result in both short-term and long-term fiscal impacts to the City. Short-term impacts primarily involve the construction of infrastructure improvements needed to support the proposed development. The developer will be responsible for installing required improvements and/or paying the applicable Development Impact Fees (DIF) associated with these improvements at time of development. Long-term fiscal impacts include the ongoing provision of public services and maintenance, such as police, fire, and infrastructure maintenance, required to support the future development. Although the project will generate additional property tax revenue, the projected increase will not fully offset the cost of providing these services. To address this funding gap, future development of the Specific Plan area will require the developer(s) to form and/or participate in a Community Facilities District (CFD) to fund the additional public service costs associated with the development.

BACKGROUND & ANALYSIS: On March 17, 2026, the City Council introduced and waived further reading of an Ordinance approving the CenterPark Specific Plan. The Ontario Plan ("TOP") Policy Plan (general plan) provides the basic framework for development within the 8,200-acre area commonly referred to as Ontario Ranch. The Policy Plan requires City Council approval of a Specific Plan for new developments of 10 acres or more within Ontario Ranch. A Specific Plan is required to ensure that sufficient land area is included to achieve cohesive, unified districts and neighborhoods. Additionally, a Specific Plan is required to incorporate a development framework

for detailed land use, circulation, infrastructure improvements (such as drainage, sewer, street and water facilities), provision for public services (including parks and schools), and urban design and landscape standards.

The CenterPark Specific Plan (File No. PSP24-002) represents the first step toward residential and mixed-use development in the western portion of Ontario Ranch, located west of Vineyard Avenue. The Specific Plan area encompasses approximately 258 acres, generally bounded by Walker Avenue, Campus Avenue, Eucalyptus Avenue, and Ontario Ranch Road.

The proposed Specific Plan would allow for the development of up to 4,293 residential dwelling units, approximately 115,809 square feet of retail space, and up to 135,110 square feet of office development. The plan also provides for approximately 68 acres of open space, including a segment of Grand Park, as well as areas designated for non-recreational uses, including a Southern California Edison (SCE) easement.

Land Use and Development Standards. To facilitate future development, the Specific Plan will establish land use designations, development standards, and design guidelines for residential and commercial uses. The proposed land use designations include Medium Density Residential (146 acres), Mixed-Use (44 acres), Public Park/Open Space (56 acres), and Non-Recreational Open Space (12 acres). The development standards and design guidelines are intended to ensure high-quality development throughout the residential and mixed-use areas. These standards will promote attractive placemaking, strong circulation for pedestrians and vehicles, and high-quality architectural design and styles to create a cohesive and well-designed community.

The mixed-use areas will integrate residential development with a range of supportive commercial uses designed to serve both the immediate neighborhood and the surrounding community. These uses will provide convenient access to everyday goods and services, as well as opportunities for unique shopping and dining experiences. The mixed-use areas are strategically located at the intersection of Ontario Ranch Road and Grove Avenue, a prime location that offers strong visibility and convenient access. In addition, the mixed-use areas are anchored by a segment of the future Grand Park, creating opportunities to establish an attractive destination for social gathering, shopping, dining, and community activities.

The Specific Plan will also ensure the community includes well-designed and highly functional amenities. This will be achieved through comprehensive landscape and open space standards, including requirements for private open space, paseos and trails, durable and attractive landscape palettes, and thoughtfully designed streetscapes that contribute to visually appealing and cohesive community spaces.

Infrastructure and Services. The backbone infrastructure needed to serve the entire Specific Plan area will be constructed by the developers in accordance with the Ontario Ranch Streets Master Plan and the Ontario Utilities Master Plan. The timing of development phases and the required infrastructure improvements will be established and approved through a future Development Agreement.

PLANNING COMMISSION REVIEW: On February 24, 2026, the Planning Commission held a public

hearing on the proposed CenterPark Specific Plan and voted (7-0) recommending City Council approval of the Focused Environmental Impact Report including a Statement of Overriding Consideration and a Mitigation Monitoring and Reporting Program, and the CenterPark Specific Plan, File No. PSP24-002.

ENVIRONMENTAL REVIEW: A Focused Environmental Impact Report (State Clearinghouse No. 2025060731) along with a Consistency Determination Memo (as permitted through CEQA Guidelines Section 15183) was prepared for the proposed CenterPark Specific Plan. The Focused EIR addressed potential impacts to Historic Cultural Resources and Biological Resources and resulted in significant unavoidable impacts for both as follows:

- Historic Resources - Even with the implementation of all feasible mitigation measures, the Specific Plan could result in the demolition or relocation of identified historic structures. Under CEQA, this is considered a significant and unavoidable impact to Historic Resources.
- Biological Resources – Several properties within the Specific Plan boundary were not accessible for property site surveys and technical studies. These areas are identified as Ownership Area 2. Since access could not be obtained, the potential impacts to Biological Resources are unknown and therefore could result, even with the implementation of all feasible mitigation measures, in a significant and unavoidable impact. However, as a mitigation, future development on these parcels will be required to complete the necessary studies as part of their project proposal.

The City also prepared a 15183 Consistency Analysis (which is an appendix to the Focused EIR), to document that the proposed Project is consistent with the City's The Ontario Plan (TOP) 2050 and its associated Supplemental EIR. With the exception of potential impacts to historic and biological resources, the Project was adequately addressed in the TOP 2050 Supplemental EIR and does not represent a new or more severe significant impact, nor does it represent a new or more severe impact related to off-site infrastructure or cumulative impacts.

Although the Focused EIR provided mitigation measures for both Historic Resources and Biological Resources, the circumstances still resulted in significant unavoidable impacts. While mitigation of all potential impacts to a level of less than significant is desirable, the fact that some areas within the Project site will remain significant and unavoidable is not unexpected. The identification of these impacts as significant and unavoidable also supports and confirms the environmental analysis previously completed for The Ontario Plan 2050 Policy Plan EIR.



center park

ONTARIO, CALIFORNIA

SPECIFIC PLAN

MONTH **2025**
ORDINANCE NO. **0000**

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center park

ONTARIO, CALIFORNIA

SPECIFIC PLAN

CITY COUNCIL APPROVED **MONTH DAY, 2026**

FILE NO. **PSP24-002**

ORDINANCE NO. **XXXX**

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center park

ONTARIO, CALIFORNIA

SPECIFIC PLAN

Submitted to:

CITY OF ONTARIO
303 East B Street
Ontario, California 91764

Submitted by :

SARES REGIS
3501 Jamboree Rd, Suite 3000
Newport Beach, California 92660

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center park

ONTARIO, CALIFORNIA

SPECIFIC PLAN

Consultant Team:

T&B PLANNING, INC.
3200 El Camino Real, Suite 100
Irvine, California 92602

FUSCOE ENGINEERING
3257 E. Guasti Rd, Suite 300
Ontario, California 91761

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SECTION 1: EXECUTIVE SUMMARY

1.1 PROJECT OVERVIEW

The CenterPark Specific Plan is a proposal for a new planned community on approximately 257.34 acres within the City of Ontario. The community of CenterPark will provide a pedestrian friendly mixed-use retail/office center and up to 4,293 new residential dwelling units within thirteen distinct planning areas designed in conjunction with a comprehensively planned open space system consisting of regional and neighborhood park facilities. The Specific Plan area is bounded to the north by a Southern California Edison (SCE) Easement corridor located approximately 330 ft. north of Ontario Ranch Road, the planned Grand Park to the south, Campus Avenue to the west, and Walker Avenue to the east. The regional context and local setting of the CenterPark Specific Plan are illustrated in **Exhibit 1-1, Regional Location Map** and **Exhibit 1-2, Vicinity Map**.

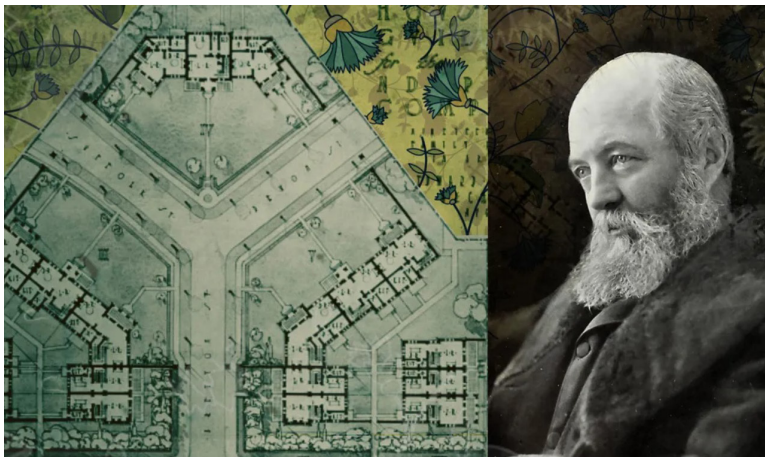
1.2 COMMUNITY VISION

The relationship between man and nature; between the human spirit and the transcending effect that open space has on every human sense – is the inspiration for CenterPark. **Alexander Pope**, an English poet of the 18th century, penned a satirical prose to describe the British aristocracy and their landscape treatment on large estates and public open spaces that tried to emulate Versailles and other ornamental garden designs that were popular at the time. Instead, he advanced the idea that landscape design should respond to nature. His advice: ***"Consult the genius of place in all"***. This ideology is widely used in discussions about the sense of place or inherent character of the landforms, landscapes and environmental conditions and systems to describe our relationship with our surroundings.

"Genius of Place" describes the concept of learning from nature's genius in a specific area or location. In design, it is applied to the vision of reflecting on the landscape character of the past and, in some cases, reintroducing or integrating nature into the built environment. In other cases, the natural history and landscape character can be replicated in design to create a unique sense of place rooted in nature. The vision for the CenterPark Specific Plan embraces the positive relationship between people and open space, the benefits of one's environment and surrounding beauty on the human condition.

Fredrick Law Olmstead, the co-creator of Central Park in Manhattan, the grounds of the 1893 Chicago World's Fair and several other regional and destination parks of national prominence and considered to be a pioneer in the field of landscape architecture, claimed late in his career:

"The root of all my good work is an early respect for, regard and enjoyment of scenery"



Fredrick Law Olmstead

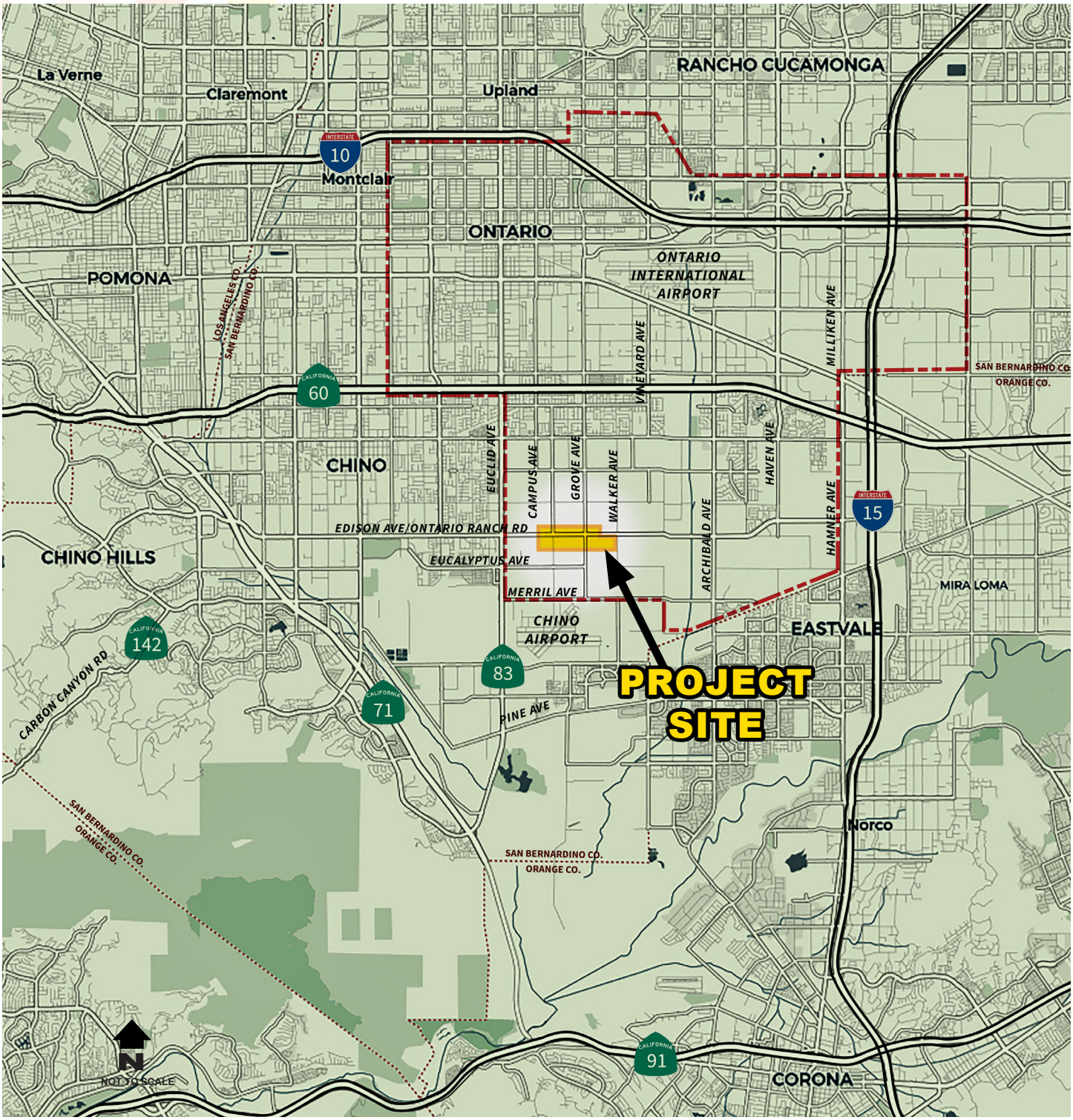


EXHIBIT 1-1 REGIONAL LOCATION MAP

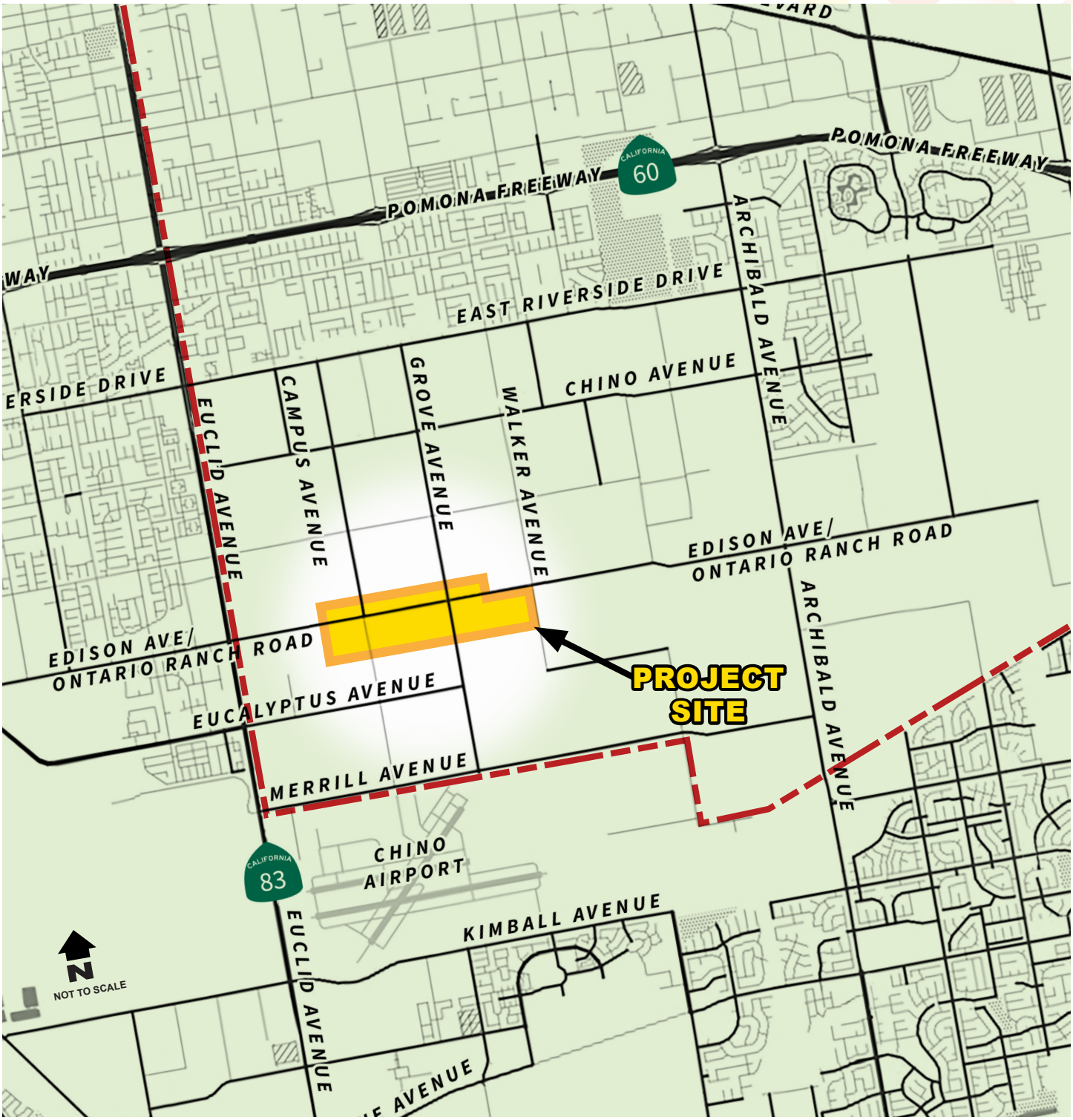


EXHIBIT 1-2 VICINITY MAP

Olmstead developed a series of Design Principles in his ambition to use landscape design to meet deep human needs extending the influence of landscape beyond garden decoration within a process he termed the "elegance of design" – the creation of a composition in which all parts were subordinate to an overall, single, coherent effect. The master planned vision for CenterPark is to create an elegant composition of homes and neighborhoods, combined with mixed-use opportunities for employment, retail, dining, entertainment experience, and recreational open space and scenery into a singular balance.

Throughout his career, Olmstead sought to exploit benefits of open space on society in general with his understanding of the relationship between community and recreational and cultural needs. He had visions of vast recreational and cultural achievements in the hearts of cities. He did not see parks as just vast meadows, but rather he saw them as places of harmony; places where people would go to escape life and regain their sanity. He wanted these parks to be available to all people.

> ***"If we analyze the operations of scenes of beauty upon the mind, and consider the intimate relation of the mind upon the nervous system and the whole physical economy, the action and reaction which constantly occur between bodily and mental conditions, the reinvigoration which results from such scenes is readily comprehended. The enjoyment of scenery employs the mind without fatigue and yet exercises it; tranquilizes it and yet enlivens it; and thus, through the influence of the mind over the body gives the effect of refreshing rest and reinvigoration to the whole system."***

The master planned community at CenterPark is reminiscent of Olmstead's vision for parks and recreational spaces integrated into the city core and available to all people. The community framework follows his principles of elegant design where development and open space are subordinate elements within an overall balance. CenterPark offers parks, trails and landscaped open spaces within walking and biking distance of all residential neighborhoods.

The plan for CenterPark establishes individual neighborhoods sited with tree-lined streets that encourage walking within and between neighborhoods. Residences are planned to front onto streets and open spaces including larger regional facilities and local neighborhood parks, recreational features and passive open space/gathering areas. A collection of smaller residential enclaves are intended to seamlessly integrate into overall character and "genius of space" envisioned for the CenterPark Community.

1.3 RELATIONSHIP TO THE ONTARIO PLAN

The Ontario Plan 2050 (TOP) *Exhibit LU-01, Land Use Plan* designates the CenterPark Specific Plan area (Specific Plan area) as Mixed-Use, Medium Density Residential (11.1 - 25.0 dwelling units per acre) and Open Space/Parkland. The Specific Plan Area is within the Chino Airport Overlay Zone. The Specific Plan area is zoned SP/AG (Specific Plan AG preserve), requiring approval from the City for development within the CenterPark Specific Plan area.

Based on the land use designations established with The Ontario Plan 2050 (TOP) Land Use Element, the following development requirements apply to the Specific Plan area:

- **Mixed-Use**. Mixed-Use development comprised of 10% Office with a maximum floor area ratio (FAR) of 0.70, 20% Retail with a maximum floor area ratio (FAR) of 0.30 and 70% Residential with a maximum density of 35 dwelling units per acre, is allowed. The Ontario Plan (TOP) allows up to 135,110 sq. ft. of office development, 115,809 sq. ft. of retail development and a maximum of 1,086 residential dwelling units within the Mixed-Use Planning Area of the CenterPark Specific Plan.
- **Residential**. Residential Medium Density development at 11.1 - 25.0 dwelling units per acre per The Ontario Plan adjusted gross acre is allowed. The TOP proposes 93.6 acres of Medium Density Residential land uses. At a target density of 22.0 du/ac, the TOP allows up to 3,207 total units.
- **Open Space - Parkland**. The TOP Land Use Plan depicts approximately 67.26 adjusted gross acres of Parkland.
- **Parks**. A minimum of 2 acres of Parkland per 1000 residents is required as part of the proposed residential development. The actual on-site park acreage requirement will be established with approval of future Tentative Tract Maps.

The CenterPark Land Use plan is illustrated in **Exhibit 1-3, Land Use Plan**. The CenterPark Specific Plan serves as the land use, zoning regulations and guidelines governing development of a new master planned community within the 257.34 acre Specific Plan area.

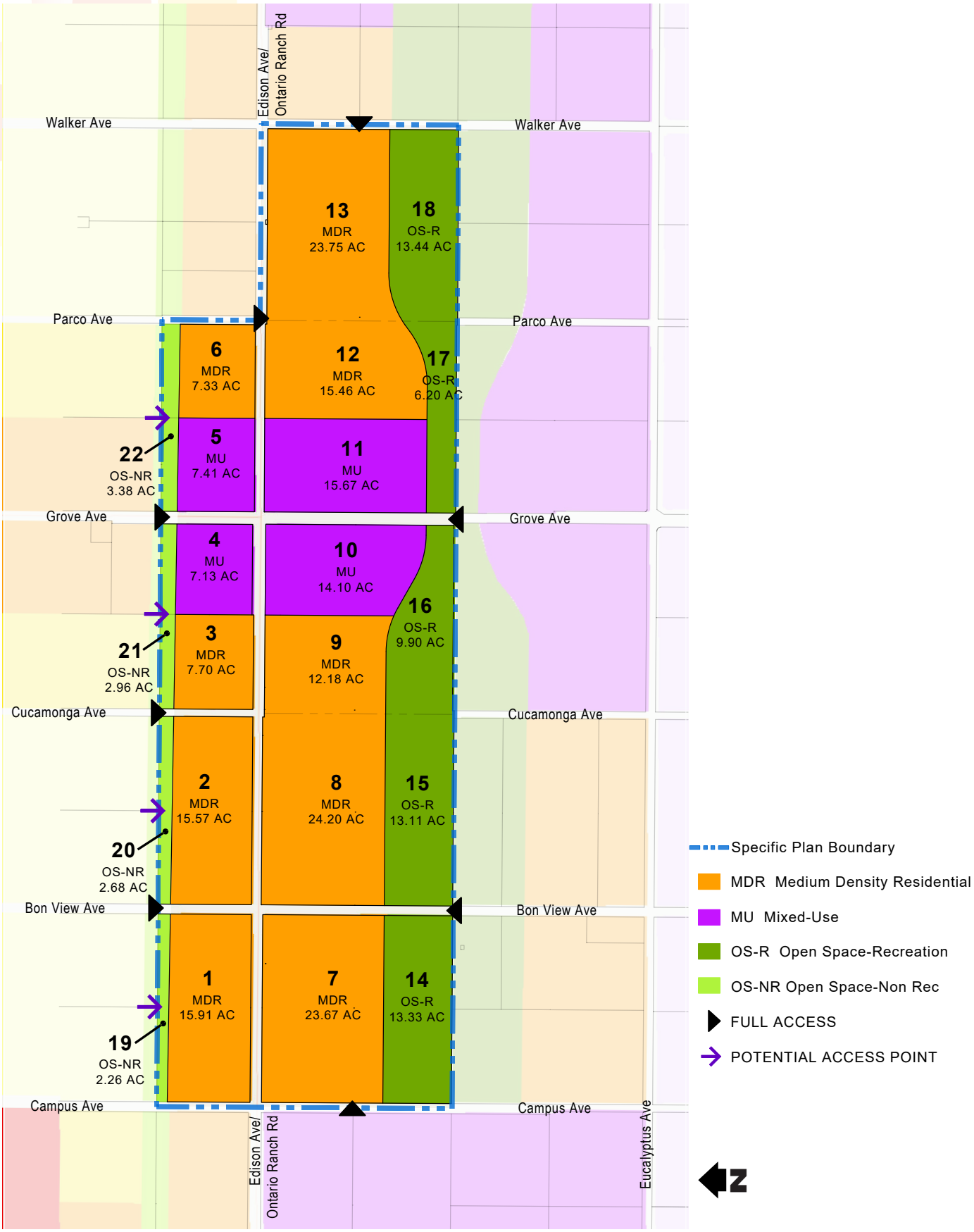


EXHIBIT 1-3 LAND USE PLAN

PA	LAND USE	TOP 2050 ACREAGE	DENSITY PER EIR	MAXIMUM UNITS	MAXIMUM RETAIL	MAXIMUM OFFICE
1	MDR (11.1 - 25.0 DU/AC)	15.91 AC	22.0 DU/AC	350 DU		
2	MDR (11.1 - 25.0 DU/AC)	15.57 AC	22.0 DU/AC	343 DU		
3	MDR (11.1 - 25.0 DU/AC)	7.70 AC	22.0 DU/AC	169 DU		
4	MIXED-USE RESIDENTIAL	4.99 AC	35.0 DU/AC	175 DU		
4	MIXED-USE RETAIL	1.43 AC			18,635 SF	
4	MIXED-USE OFFICE	0.71 AC				21,741 SF
5	MIXED-USE RESIDENTIAL	5.19 AC	35.0 DU/AC	182 DU		
5	MIXED-USE RETAIL	1.48 AC			19,367 SF	
5	MIXED-USE OFFICE	0.74 AC				22,595 SF
6	MDR (11.1 - 25.0 DU/AC)	7.33 AC	22.0 DU/AC	161 DU		
7	MDR (11.1 - 25.0 DU/AC)	23.67 AC	22.0 DU/AC	521 DU		
8	MDR (11.1 - 25.0 DU/AC)	24.20 AC	22.0 DU/AC	532 DU		
9	MDR (11.1 - 25.0 DU/AC)	12.18 AC	22.0 DU/AC	268 DU		
10	MIXED-USE RESIDENTIAL	9.87 AC	35.0 DU/AC	345 DU		
10	MIXED-USE RETAIL	2.82 AC			36,852 SF	
10	MIXED-USE OFFICE	1.41 AC				42,994 SF
11	MIXED-USE RESIDENTIAL	10.97 AC	35.0 DU/AC	384 DU		
11	MIXED-USE RETAIL	3.13 AC			40,955 SF	
11	MIXED-USE OFFICE	1.57 AC				47,781 SF
12	MDR (11.1 - 25.0 DU/AC)	15.46 AC	22.0 DU/AC	340 DU		
13	MDR (11.1 - 25.0 DU/AC)	23.75 AC	22.0 DU/AC	523 DU		
	RESIDENTIAL TOTAL	**176.79 AC**	**24.3 DU/AC**	**4,293 DU**		
	RETAIL TOTAL	**8.86 AC**			**115,809 SF**	
	OFFICE TOTAL	**4.43 AC**				**135,110 SF**
14	OS-R (PARKLAND)	13.33 AC				
15	OS-R (PARKLAND)	13.11 AC				
16	OS-R (PARKLAND)	9.90 AC				
17	OS-R (PARKLAND)	6.20 AC				
18	OS-R (PARKLAND)	13.44 AC				
19	OS-NR (NON-RECREATION)	2.26 AC				
20	OS-NR (NON-RECREATION)	2.68 AC				
21	OS-NR (NON-RECREATION)	2.96 AC				
22	OS-NR (NON-RECREATION)	3.38 AC				
	OPEN SPACE TOTAL	**67.26 AC**				
	PROJECT TOTAL	**257.34 AC**	**16.7 DU/AC**	**4,293 DU**	**115,809 SF**	**135,110 SF**

RETAIL in Mixed-Use areas = 20% of Mixed-Use acreage x 0.30 FAR

OFFICE in Mixed-Use areas = 10% of Mixed-Use acreage x 0.70 FAR

TABLE 1-1 LAND USE PLAN SUMMARY

1.4 GOVERNING DOCUMENTS

Development of CenterPark will be governed by the following planning and zoning documents:

- The Ontario Plan 2050 (TOP) which establishes policies governing land use, circulation, housing, conservation and open space, noise, safety and public facilities within the CenterPark Specific Plan area.
- The CenterPark Specific Plan which serves as the zoning regulations for the Specific Plan area and includes a Land Use Plan, Infrastructure Plan, Design Guidelines, Development Regulations and plans for implementation of development within CenterPark.
- The City of Ontario Development Code which shall govern where the CenterPark Specific Plan is silent.
- ONT/Airport Land Use Compatibility Plan Document.
- The City of Ontario Subdivision Ordinance which shall regulate the subdivision of land within CenterPark.
- Covenants, Conditions and Restrictions (CC&R's) to be established by the developers of CenterPark which shall provide a means of ensuring and enforcing quality design and development of the master planned community.
- Development Agreements which establish assurances that regulations contained within the Specific Plan will be in force during approved timelines and that development of public facilities within the CenterPark Specific Plan will occur pursuant to the terms and conditions approved by the City.
- The CenterPark Specific Plan Environmental Impact Report which evaluates the environmental impacts resulting from implementation of the development proposal and identifies methods to eliminate or reduce impacts to a less than significant level and a means for monitoring the methods through the development and operation of the project.

1.5 SPECIFIC PLAN COMPONENTS

In addition to Section 1, Executive Summary, the CenterPark Specific Plan is organized into the following sections:

SECTION 2 - INTRODUCTION

The Introduction serves to acquaint the reader with:

- The Specific Plan vision and objectives,
- The purpose of the Specific Plan,
- A general description of the project proposal,
- The authority and requirements of the Specific Plan,
- The entitlements required to implement development within the Specific Plan; and
- The relationship of the CenterPark Specific Plan to The Ontario Plan 2050 (TOP) and Ontario Development Code.

SECTION 3 - EXISTING CONDITIONS

The physical setting for CenterPark is described in this section outlining the existing physical conditions in and around the Specific Plan area.

SECTION 4 - DEVELOPMENT PLAN

This section describes the land use plan proposal and the necessary infrastructure and public services required as part of development of the proposed project. A summary of the City's land use and planning policies and regulations governing development of the Specific Plan area is provided with a description of the CenterPark land use plan including a detailed description of each residential and mixed-use planning area, the type and number of residential dwelling units and other uses allocated to each planning area and the areas allocated to the site, park sites and the system of trails planned within the community.

SECTION 5 - INFRASTRUCTURE

This section provides information in circulation improvements, planned backbone water, sewer, and storm drain systems, the grading concept for the project and a discussion of public facilities to serve the project site. Information on the infrastructure improvements to be constructed as part of project development is provided in this section to include a description of the planned circulation improvements, water, sewer, storm drain and water quality improvements, the grading concept for the development of the project, and a discussion of public utilities and services planned for CenterPark

SECTION 6 - DEVELOPMENT REGULATIONS

Development Regulations to govern allowable uses and regulate development of allowable land use within the Specific Plan are established in this section. The relationship of the CenterPark Specific Plan development regulations to the City of Ontario Development Code is also discussed. The policies and procedures for the City's review and approval of specific development projects proposed within CenterPark subsequent to Specific Plan approval are established in this section.

SECTION 7 - DESIGN GUIDELINES

The CenterPark Design Guidelines, which are intended to direct the site planning, landscaping, and architectural quality of the development are established in this section. Streetscapes, entries, edge treatments, walls and fencing, lighting, signage and architectural design are some of the features to be addressed in the Design Guidelines.

SECTION 8 - IMPLEMENTATION

The policies and procedures for the City's review and approval of specific development proposals, within the CenterPark Specific Plan, are established in this section. This section provides the methods and procedures for interpreting and amending the CenterPark Specific Plan as necessary. A summary of project financing and project maintenance responsibilities for new development within the Specific Plan area is provided in this section.

SECTION 9 - GENERAL PLAN CONSISTENCY

This section provides a matrix comparing the goals and policies of The Ontario Plan 2050 (TOP) applicable to the Specific Plan and the consistency of the CenterPark Specific Plan to each policy of The Ontario Plan 2050.

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SECTION 2: INTRODUCTION

The CenterPark Specific Plan is a comprehensive plan for development of a balanced community consisting of neighborhood commercial, varied residential and a variety of open space uses on approximately 258 acres in the City of Ontario. The site is located within a region known as the Ontario Ranch, which is transitioning from historical agricultural uses to urban development. The site is bounded by a SCE Easement located approximately 330 ft. north of Ontario Ranch Road, and by Campus Avenue on the west and Walker Avenue on the east.

CenterPark is designed in a village concept comprised of several distinct residential neighborhoods, all located within walking and biking distance to mixed-use areas and public and private parks. The Community is focused around a large centrally located regional park that comprises approximately 56.0 acres and extends from Campus Avenue on the western boundary across the entire site to the eastern boundary at Walker Avenue. This central regional park is part of a larger, City-wide parkland element that connects the City's Grand Park on the eastern end of the Ontario Ranch to the future Mixed-Use activity area designated on The Ontario Plan 2050 (TOP) at the southeast corner of Ontario Ranch Road and Euclid Avenue.

2.1 PURPOSE AND INTENT OF THE SPECIFIC PLAN

The purpose and intent of the CenterPark Specific Plan is to comprehensively describe the proposed commercial, residential and open space/recreational land uses planned for the project site. An ordinance adopting the CenterPark Specific Plan establishes the zoning for the proposed planned development and defines the permitted uses, development regulations, design guidelines governing future development as well as the procedures and requirements to approve and implement that development in a manner consistent with the City of Ontario Plan (TOP) General Plan.

The purpose and intent of the CenterPark Specific Plan is established on the following guiding principles:

- Establish a comprehensive land use plan and development standards designed to address the unique features of the Specific Plan area;
- Implement the City's goals and policies as established in The Ontario Plan (TOP) for the Specific Plan area and establish a mechanism for the implementation of the AG/SP zoning designation for the Specific Plan area;
- Establish design guidelines to guide the City's review and approval of subsequent development applications for Mixed-use and residential development projects such as subdivision maps, development plans, landscape plans, grading plans, and building plans; and
- Provide a plan that ensures development of the Specific Plan area is accomplished in a uniform and cohesive manner.

2.2 SPECIFIC PLAN VISION AND OBJECTIVES

The vision for CenterPark is established through the following key objectives which will result in the design and development of a traditional, walkable community that encourages an outdoor lifestyle, promotes interaction among neighbors and provides a sense of place and community identity for residents.

2.2.1 Objective: Design CenterPark as a Living Community

CenterPark is designed as a livable community consisting of unique neighborhood commercial and retail development, distinct residential neighborhoods and a park and open space system that are functional, emphasize social interaction and are identifiable through implementation of the following community design features:

- Locally serving commercial neighborhood designed to be identifiable to the surrounding community and integrated into the overall planned development, visually and physically connected.
- A traditional village setting comprised of a series of neighborhoods designed with a pattern of smaller, walkable blocks that promote access, activity and safety.
- Neighborhood streets designed in a simple grid-like system creating short blocks to promote a neighborhood feeling.
- Streets incorporating traffic-calming techniques such as landscaped areas adjacent to roadways and City approved intersection chokers intended to encourage drivers to reduce their speed and create a pedestrian friendly environment.
- Landscaped parkways adjacent to sidewalks separated from the curb to create a pedestrian friendly environment.
- Diversity in architectural design and homes fronting the street with varying lot sizes to enhance the pedestrian experience and instill a sense of place and belonging for residents.
- A choice of housing types provided to address a diversity of lifestyles and varying economic segments of the marketplace.
- Residential floor plans that encourage views onto the street, de-emphasize the visual and physical dominance of garages and provide front porches and courtyards along the street to encourage interaction and activity along streets and sidewalks.
- A system of parks providing active and passive recreation facilities, passive open space areas and walkway connections for informal neighborhood interaction.
- Pedestrian and bicycle connectivity among all residential neighborhoods, areas and parks within CenterPark through a comprehensive network of pedestrian walkways and bicycle trails offering opportunities for walking and biking throughout the entire community and to destinations outside of the community.

2.2.2 Objective: Create a Comprehensive Circulation System for Multiple Modes of Travel

Street design within CenterPark strengthens connectivity and enhances community identity through improvements to the public right of way such as entry monuments, street trees, landscaped parkways, decorative street lighting and street furniture. Parks and open space areas are connected with the surrounding neighborhoods by walkways and trails providing connectivity and accessibility to future residents and the general public. The plan for CenterPark provides a system of streets designed for the safe and efficient movement of automobiles while also improving walkability and biking opportunities through the following community design features:

- Neighborhood street patterns that provide access between neighborhoods and discourage through traffic.
- A local street system that is logical and understandable for the user avoiding circuitous and confusing travel paths between internal neighborhood areas and adjacent arterials.
- Streets designed to include landscaped parkways and pedestrian walkways separated from the street encourage walking and social interaction.
- Local streets designed to slow vehicular traffic to promote walkability through the use of traffic-calming devices, landscaped areas adjacent to streets and narrowed intersections to influence a driver's peripheral vision and encourage drivers to proceed more slowly.
- A system of City-wide and local bike ways integrated into the design of the community to encourage bicycle travel as an alternative to the automobile.
- Neighborhoods and parks that are linked by pedestrian paths and greenways which also serve to establish connective and gathering features within and between neighborhoods in the CenterPark Specific Plan area.

2.2.3 Objective: Provide for City-Planned Public Community Facilities and Services

The CenterPark Specific Plan provides for the development of required public facilities to serve the community as follows:

- New water, sewer, storm drain and water quality facilities consistent with City's Technical Master Plans.
- Development of new bike paths as part of project development providing links of a public bike trail system consistent with the City's Bikeway Master Plan.
- Provision of 56 acres of regional open space – parkland to allow for a centrally located regional public open space facility.
- Development of new on-site parks at a ratio of 2 acres of developed park space per 1,000 residents including the development of private parks within the community and smaller pocket parks within each neighborhood.

2.2.4 Objective: Integrate Parks and Trails into the Framework of CenterPark

The master plan for CenterPark will provide new parks, trails and landscaped open space areas to enhance the public realm and provide outdoor recreational opportunities for residents of CenterPark and the surrounding community as follows:

- Provision of a central regional park to include recreational amenities such as playgrounds, gathering areas, walking trails and other public amenities consistent with the City of Ontario programming for future public parks and subject to the approval of the Community Development Director.
- Development of privately maintained neighborhood parks, community facilities, pocket parks and open space trails and walkways within each neighborhood.
- Proposed amenities will include open park spaces, passive and active park areas and greenbelts to provide a diversity of open spaces that meet the needs of the community.
- Improvement of landscaped open space within the neighborhood edges to include pedestrian trails adjacent to public arterial and collector streets.

2.2.5 Objective: Compose "A Genius of Place" through Exceptional Planning and Distinct Architecture

Diverse and varied architecture combined with comprehensive site planning within CenterPark will produce neighborhoods that have aesthetic and functional harmony, preserve residents' privacy and encourage neighborhood interaction. The Design Guidelines for CenterPark provides a strong sense of place through the following community design features.

- Architectural theme and place-making incorporated into buildings, streetscape furniture/ design elements, lighting and signage creating an overall community character.
- Individual interpretation of the overall intended community character within the commercial center and individual neighborhoods to encourage diversity of architecture within an overall planned aesthetic theme.
- Homes designed at a human scale with porches, stoops and walkways providing gathering places for neighbors and encouraging interaction among neighbors.
- A variety of home styles within the Specific Plan area, all of which are located within walking and biking distance to the parks.
- Homes oriented to the street and comprised of a variety of architectural styles adding interest to the street scene, creating a unique walking experience and encouraging neighborhood interaction along the street.
- Traditional building types with views of garage doors minimized through setback requirements, location, design elements and landscaping.
- Streets linked together in a manner which is pedestrian-friendly but also auto-accessible enabling residents to either walk or bike from neighborhoods to the parks.

2.3 PROJECT SUMMARY

The CenterPark Land Use Plan is outlined in Section 1's **Table 1-1, Land Use Plan Summary** and described below.

2.3.1 Mixed-use Development

Mixed-Use development comprised of 10% Office with a maximum floor area ratio (FAR) of 0.70, 20% Retail with a maximum floor area ratio (FAR) of 0.30 and 70% Residential with a maximum density of 35 dwelling units per acre, is allowed. The Ontario Plan (TOP) allows up to 135,110 sq. ft. of office development, 115,809 sq. ft. of retail development and a maximum of 1,086 residential dwelling units within the Mixed-Use Planning Area of the CenterPark Specific Plan.

2.3.2 Residential Uses

A variety of residential housing types may be developed up to 5 stories maximum height. The maximum allowable units within the CenterPark Specific Plan is not to exceed 4,293 units. The blending of residential densities within the plan is encouraged as long as the density within any one planning area does not exceed 35 du/ac in the mixed-use zone and does not exceed 25 du/ac in the overall Specific Plan area.

The following housing types are allowed within the Specific Plan area:

- **Conventional SFD - 2 Story**. This housing type includes conventional single family neighborhoods, traditional single-family and cluster SFD neighborhoods, including condominium developments, with 1 and 2 story buildings.
- **Small Lot/Cluster SFD - 2/3 Story**. This housing type includes conventional single-family neighborhoods, traditional single-family and cluster SFD neighborhoods, including condominium developments, with buildings up to 3 stories tall.
- **Attached SFA - 2 Story**. This housing type includes duplexes/paired homes, triplexes, townhomes/rowtowns and stacked flats, including condominium and apartment developments, with buildings up to 2 stories tall.
- **Attached SFA - 3 Story**. This housing type includes duplexes/paired homes, triplexes, townhomes/rowtowns and stacked flats, including condominium and apartment developments, with buildings up to 3 stories tall.
- **Attached SFA/Multi-Family - 3+ to 5 Story**. This housing type includes attached homes, including condominium and apartment developments, with buildings greater than 3 stories tall with a maximum of 5 story buildings.

2.3.3 Parks, Trails and Open Space

The CenterPark open space concept is oriented around a large public regional park comprised of 55.98 acres. The plan includes a system of private parks that will be well distributed throughout the Specific Plan area, within the residential neighborhoods. Each private park will have a minimum of 0.25 acres and include a variety of facilities to serve the needs of the future residents.

Enhanced neighborhood edges will include pedestrian walkways providing connectivity to and from the Specific Plan area and to the street, separated public sidewalks, private pedestrian walkways and pathways to be developed within the community, connecting all residential neighborhoods to the central park and several private parks.

Parks provided on-site will be consistent with TOP. Actual required park acreage will be determined at the time of tentative tract map approval.

An overall Conceptual Open Space Plan and Program will be developed and approved concurrently with each subdivision map in each Planning Area. At a minimum the plan will indicate the location and size of parks proposed within the map area and will include proposed amenity features within the area to be mapped as well as amenity program listing the proposed facilities for the private amenities within the remainder of the Specific Plan area.

The Grand Park will be designed and constructed per the Ontario Grand Park Conceptual Master Plan. The developer and the City of Ontario will work together to ensure that the public regional park will be constructed concurrently with the build-out of the Specific Plan in a phased manner. The details of this partnership will be included in the development agreement accompanying the approval of the Specific Plan.

2.4 AUTHORITY AND REQUIREMENTS

2.4.1 Authority

State of California Government Code, Title 7, Division 1, Chapter 3, Article 8, Section 65453 and 65353 grants authority to cities to adopt Specific Plans for purposes of implementing the goals and policies of their General Plans. The Government Code specifies that Specific Plans may be adopted either by resolution or by ordinance and that the Specific Plan is required to be consistent with the General Plan. When adopted by the City of Ontario by ordinance, the CenterPark Specific Plan shall establish the land use and zoning regulations for development of the Specific Plan area.

2.4.2 Statutory Requirements of the Specific Plan

California Government Code Section 65451 mandates that a Specific Plan be structured as follows:

1. A Specific Plan shall include a text and a diagram or diagrams, which specify all of the following in detail:
   - The distribution, location and extent of the uses of land, including open space, within the area covered by the plan;
   - The proposed distribution, location, extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan;
   - Standards and criteria by which improvements will proceed, standards for the conservation, development and utilization of natural resources, where applicable;
   - A program of implementation measures including regulations, programs, public works projects and the financing measures necessary to carry out 1, 2 and 3 above;
   - A statement of the relationship of the Specific Plan to The Ontario Plan (TOP) - General Plan.

The CenterPark Specific Plan meets the requirements of the State of California Government Code.

2.5 RELATIONSHIP TO THE ONTARIO PLAN (TOP) AND ZONING

2.5.1 The Ontario Plan (Policy Plan)

The Ontario Plan (TOP) designates the Specific Plan area for the following land uses:

- Mixed-use development comprised of 10% Office with a maximum floor area ratio (FAR) of 0.70, 20% Retail with a maximum floor area ratio (FAR) of 0.30 and 70% Residential with a maximum density of 35 dwelling units per acre, is allowed. The Ontario Plan (TOP) allows up to 135,110 sq. ft. of office development, 115,809 sq. ft. of retail development and a maximum of 1,086 in mixed-use units.
- Medium Density Residential (11.1 to 25.0 dwelling units per acre) with a minimum of 1,603 residential units and a maximum development capacity of 3,207 residential units. The CenterPark Specific Plan proposes a maximum average overall density of 22.0 units per the TOP Adjusted Gross Acreage consistent with the City's TOP policies. The table below provides a breakdown of the number of units allowed per Planning Area.
- A 55.98 acre public regional park within the CenterPark Specific Plan.
- Private improved parks at a ratio of 2 acres per thousand population. The CenterPark Specific Plan provides for development of private parks, greenbelts and trails consistent with the City's TOP policies.

The CenterPark Specific Plan Land Use Plan is consistent with The Ontario Plan 2050 (TOP). For more detailed information, see the Policy Consistency Matrix in Section 9.

2.5.2 Zoning

The City of Ontario has zoned the Specific Plan area as SP/AG (Specific Plan/AG preserve).

The zoning designation of "SP" requires approval of a Specific Plan to implement the goals, policies and objectives of The Ontario Plan. The CenterPark Specific Plan is designed to meet the requirements of the State of California Government Code and The Ontario Plan. The City of Ontario will adopt the CenterPark Specific Plan by ordinance, thereby establishing the land use and zoning regulations for the development of the Specific Plan area. The requirements of the Specific Plan shall take precedence over the City of Ontario Development Code. In instances where the Specific Plan is silent, the City of Ontario Development Code shall prevail.

2.6 DEVELOPMENT APPROVAL

COMPONENTS

The components of the development approval process for projects within CenterPark are discussed below.

2.6.1 Specific Plan

The CenterPark Specific Plan, when adopted, provides the land use and development standards and zoning regulations for the Specific Plan area. It serves as a "blueprint" for development by establishing the distribution of land use and criteria for development as set forth herein. The CenterPark Specific Plan also serves as the legal document to implement the General Plan goals, objectives and policies established in The Ontario Plan for the Specific Plan area.

2.6.2 Development Agreement

Unless developed in a coordinated manner and with adequate fiscal planning, development projects within the City are likely to present a challenge in their implementation due to the lack of existing public facilities that include streets, sewage, transportation, drinking water, schools and utility facilities. California law establishes a mechanism for ensuring the adequate provision of such facilities while providing assurances to applicants that, upon project approval, applicants can proceed with their projects.

Approval of the CenterPark Specific Plan will be followed by an application for approval of development agreements to encourage investment in and commitment to comprehensive planning as envisioned by the City, which seeks to maximize efficient utilization of resources at the least economic cost to the public. A statutory development agreement, authorized pursuant to California Government Code Sections 65869.5 et seq., shall be required as part of the approval of the CenterPark Specific Plan.

The development agreements shall include, but not be limited to, methods for financing acquisition and construction of infrastructure, acquisition and development of adequate levels of parkland and schools, as well as the provision of adequate housing opportunities for various segments of the community consistent with the City's regional housing needs assessments.

The above mentioned development agreements must be fully approved prior to or concurrent with the approval of any Tentative Tract Map submitted within this Specific Plan area.

2.6.3 Subdivision Maps

A tentative tract map(s) will be submitted by the applicant for approval by the City of Ontario for the CenterPark Specific Plan area indicating the approximate location of lot lines, streets and proposed grading. Following approval by the City of the tentative tract map(s), a final map(s) will be prepared for acceptance by the City. The final map(s) becomes a legal document that is recorded and defines legal parcels and lots that can be sold for development.

2.6.4 Development Plan Review

All development proposals for individual Planning Areas within the CenterPark Specific Plan will be subject to the Development Plan Review process pursuant to the City's Development Code.

2.7 CEQA COMPLIANCE

A Project Environmental Impact Report (EIR) prepared for the City of Ontario for the CenterPark Specific Plan, in accordance with the California Environmental Quality Act (CEQA), evaluates impacts associated with the Specific Plan and subdivision map(s). The EIR recommends mitigation measures to reduce impacts of the project to a less than significant level. The EIR serves as the required CEQA environmental review for the Specific Plan and provides a basis for the required CEQA environmental review of all subsequent discretionary and ministerial actions.

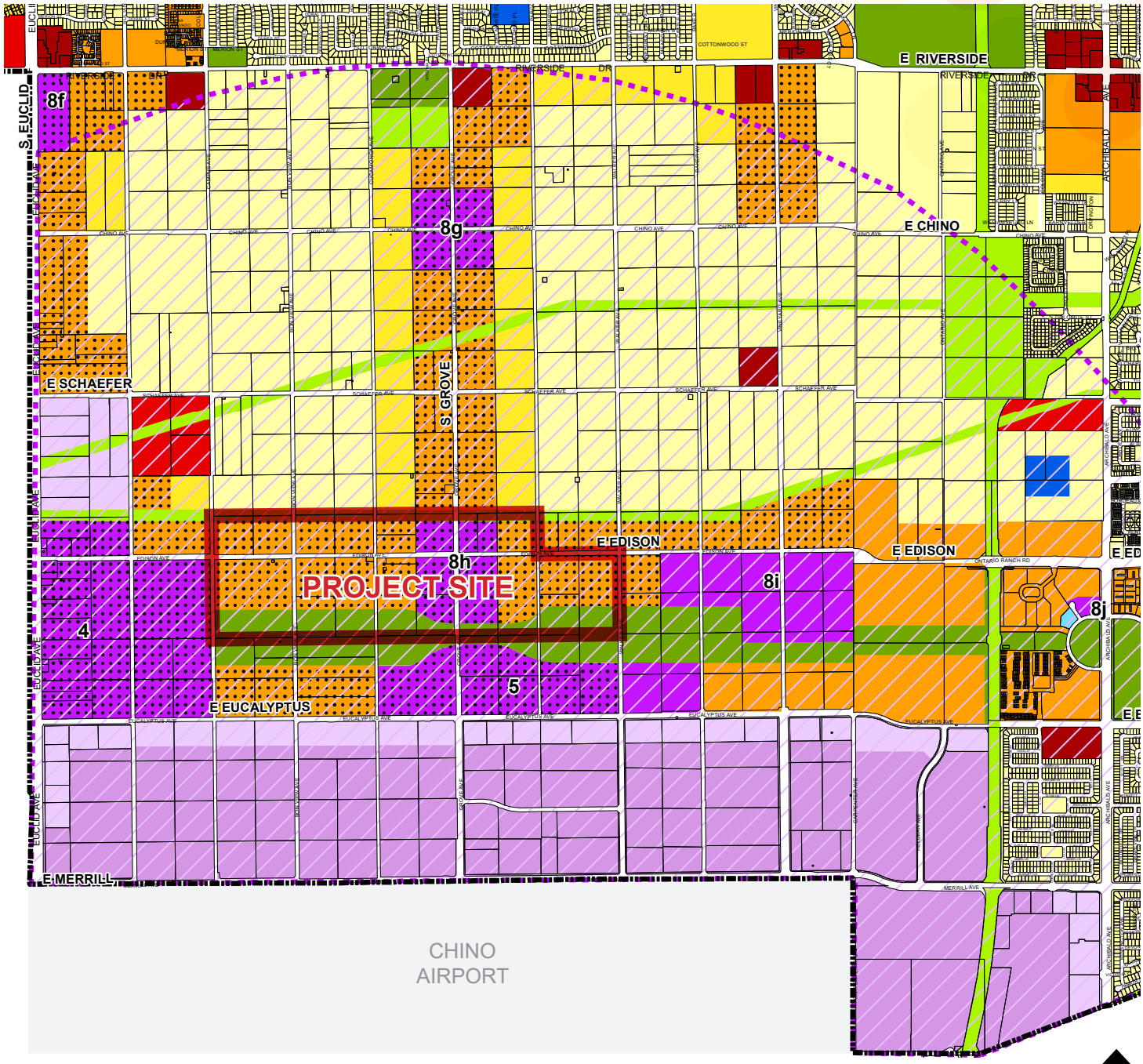
2.8 AIRPORT INFLUENCE AREAS

ONTARIO INTERNATIONAL AIRPORT

The Ontario International Airport Land Use Compatibility Plan (ONT ALUCP) was adopted by the Ontario City Council on April 19, 2011. The purpose of a compatibility plan is to avoid conflicts between airport operations and surrounding land uses. The Specific Plan area is not within the safety, noise impact or airspace protection zones of the ONT ALUCP; however, it is within the Airport Influence Area, as is the entire City of Ontario.

CHINO AIRPORT

On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport ("CNO") Overlay Zoning District ("OZD") and Reference I, Chino Airport Land Use Compatibility Plan ("CNO ALUCP"). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The Specific Plan is located within the Airport Influence Area of Chino Airport, Overflight Notification Zone and Airspace Protection Zone.



LEGEND

Residential
- Rural (0 - 2 du/ac)
- Low Density (2.1 - 5 du / ac)
- Low-Medium Density (5.1 - 11 du / ac)
- Medium Density (11.1 - 25 du / ac)
- High Density (25.1 - 45 du / ac)

Mixed Use
- Mixed Use

Retail/Service
- Neighborhood Commercial (0.4 FAR)
- General Commercial (0.4 FAR)
- Office Commercial (0.75 FAR)
- Hospitality (1.0 FAR)

Employment
- Business Park (0.6 FAR)
- Industrial (0.55 FAR)

Other
- Open Space - Non-Recreation
- Open Space - Parkland
- Open Space - Water
- Public Facility
- Public School
- Airport
- Rail
- Landfill

Overlays
- Business Park
- Industrial
- Landfill Impact Area
- AH - Affordable Housing
- Chino AIA - Chino Airport Influence Area

EXHIBIT 2-1 CHINO AIRPORT INFLUENCE AREA

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SECTION 3: EXISTING CONDITIONS

This section, Existing Conditions, describes the existing physical conditions within and surrounding the CenterPark Specific Plan.

3.1 PROPERTY OWNERSHIPS

The CenterPark Specific Plan area is comprised of approximately 246.1 adjusted gross acres, excluding additional dedications to expand current roadways to the ultimate master planned ROW and required neighborhood edges per the City of Ontario Master Plan of Streets. The Specific Plan area consists of twenty eight parcels under ten different ownerships. The recorded parcels within the CenterPark Specific Plan are shown on **Exhibit 3-1, Assessor's Parcel Numbers**.

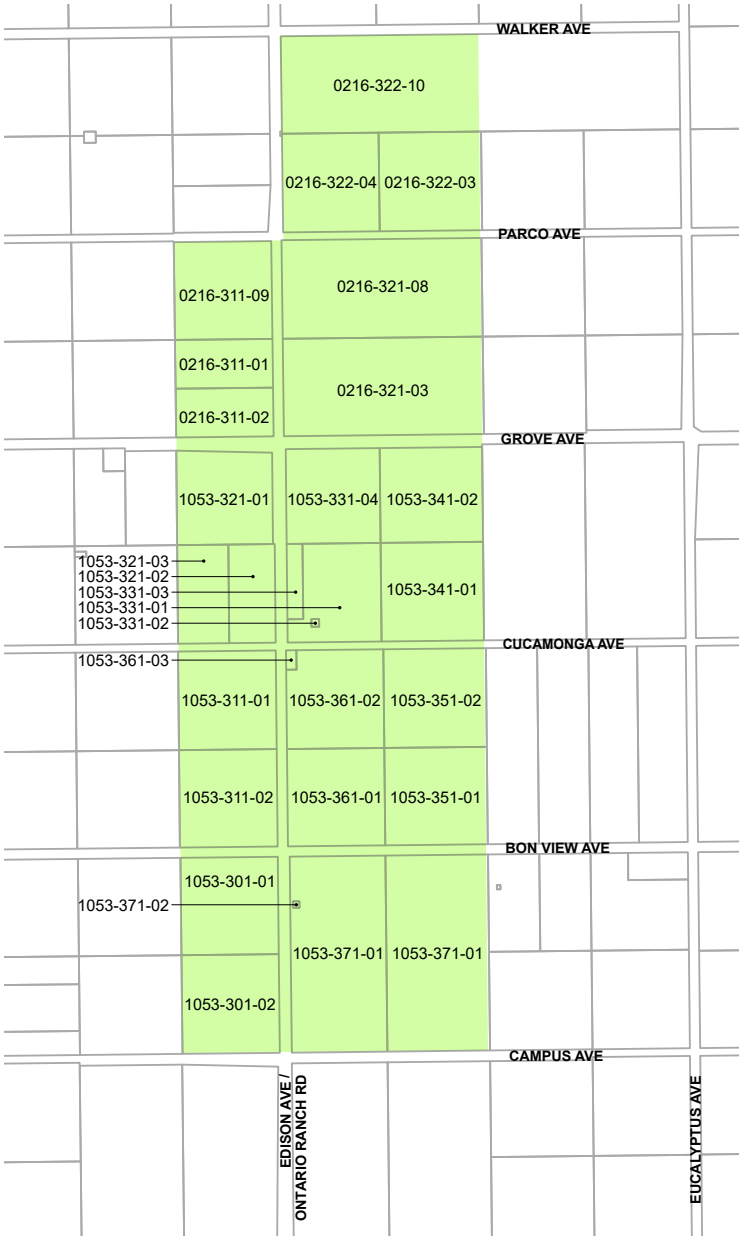
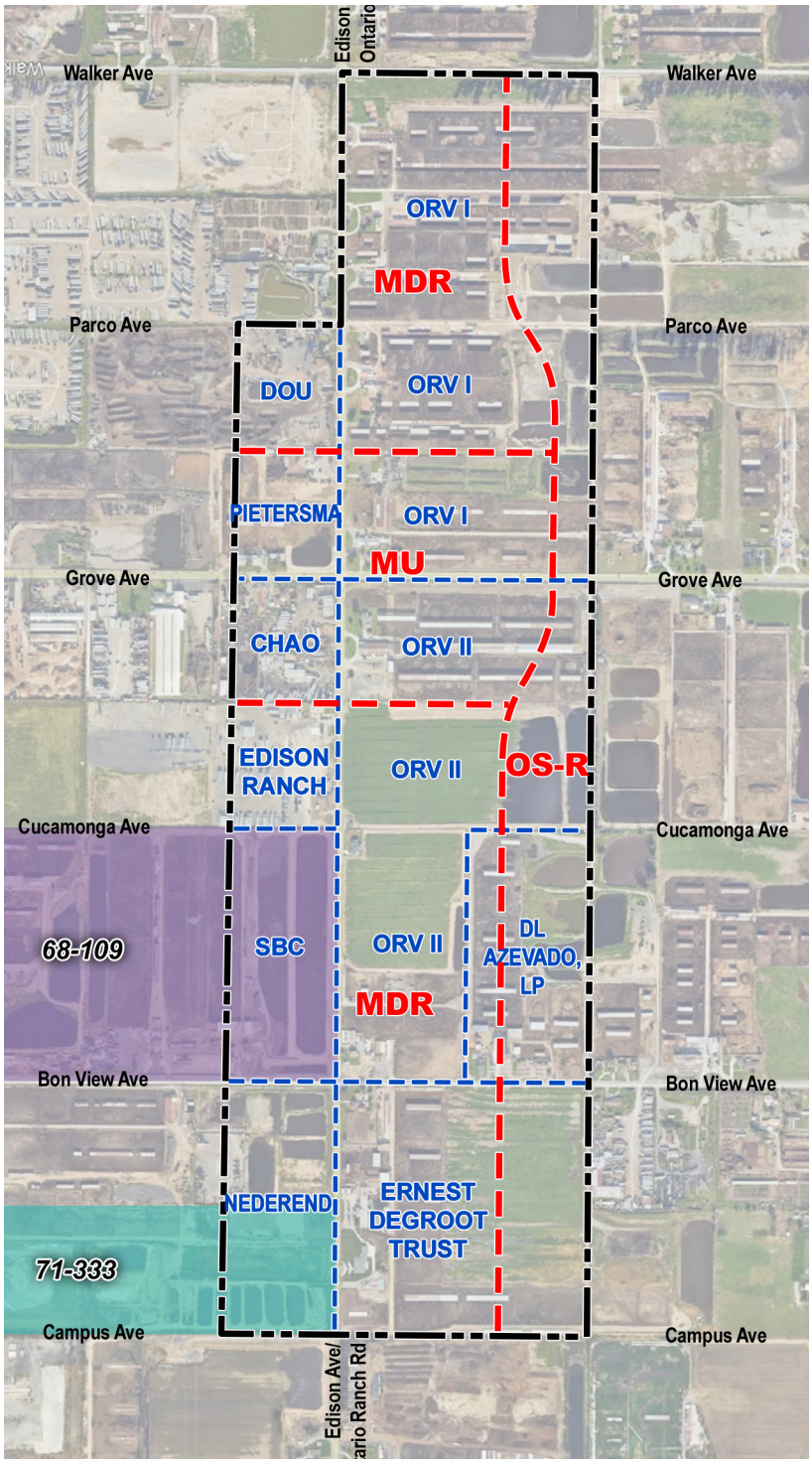


EXHIBIT 3-1 ASSESSOR'S PARCEL NUMBERS

3.2 WILLIAMSON ACT CONTRACTS

The California Land Conservation Act of 1965, commonly referred to as the Williamson Act, enables local governments to enter into contract with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use. In return, landowners receive property tax assessments that are much lower than normal because they are based upon farming and open space uses as opposed to full market value.

The Williamson Act Program is designed as a mechanism for the preservation of agricultural and open space lands in the State of California. The 258 acres of the Specific Plan area do not have active Williamson Act Contracts. The current property ownership and status of the agricultural contracts are shown on **Exhibit 3-2, Property Ownership and Williamson Act Contract Status**.



EXPIRATION DATES:

- 2027
- 2028

EXHIBIT 3-2 PROPERTY OWNERSHIP AND WILLIAMSON ACT CONTRACT STATUS

3.3 EXISTING ON SITE IMPROVEMENTS

The CenterPark Specific Plan area has historically been used for agricultural purposes, primarily for dairy and field crop farming. The Specific Plan area is generally undeveloped with existing agricultural operations and rural residences scattered throughout the area, as illustrated on **Exhibit 3-3, Existing and Surrounding Land Uses**. Rural residential housing, farm buildings and other ancillary facilities occupy those areas not in active agricultural production. The natural vegetation and soil conditions that once occurred throughout the project area have been significantly altered through agricultural uses, leaving little or no native vegetation.

There are several dairy farm related buildings and structures within the project site that are considered potential historic resources by the City of Ontario. Dairy farm related buildings and structures over 45 years or older have been identified, documented and evaluated for national, state and local historic significance as part of the environmental review for the project.

Properties with buildings and/or structures that have been surveyed and determined to meet local and state designation criteria, will be considered for adaptive reuse, relocation or other mitigation measures as required by the City of Ontario Historic Preservation Commission.

3.4 SURROUNDING LAND USE CHARACTERISTICS

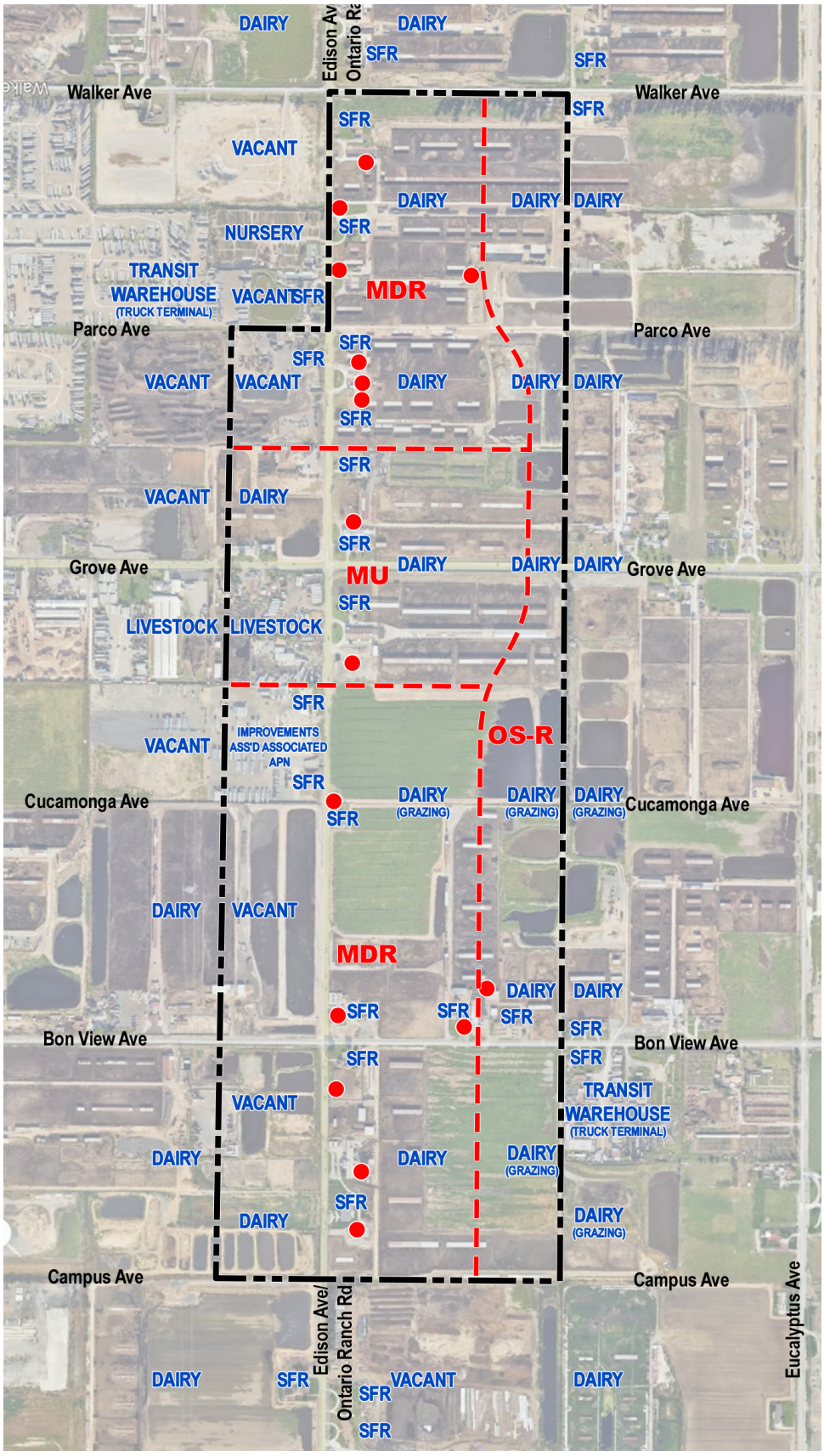
Land uses adjacent to the Specific Plan area include:

- North: Nursery/Field Crops, Dairy Operations and Rural Residential
- South: Dairy Operations and Rural Residential
- West: Field Crops, Dairy Operations and Rural Residential
- East: Field Crops, Dairy Operations and Rural Residential

The Ontario Plan (TOP) designates the undeveloped areas located north of the Specific Plan area as Low Density Residential (LDR), Low Medium Density Residential (LMDR) and Medium Density Residential (MDR).

The area to the west of the Specific Plan area is designated as Medium Density Residential (MDR) and Mixed-Use (MU), and the area to the east of the Specific Plan area is designated as Medium Density Residential (MDR) and Recreational Open Space (OS-R) and is within the Chino Airport Overlay area.

The current TOP land use designations for the undeveloped areas located south of the Specific Plan are Recreational Open Space (OS-R), Mixed-Use (MU) and Medium Density Residential (MDR) and they are within the Chino Airport Overlay area.



EXISTING TOP LAND USE BOUNDARIES

EXISTING WELLS

EXHIBIT 3-3 EXISTING AND SURROUNDING LAND USES

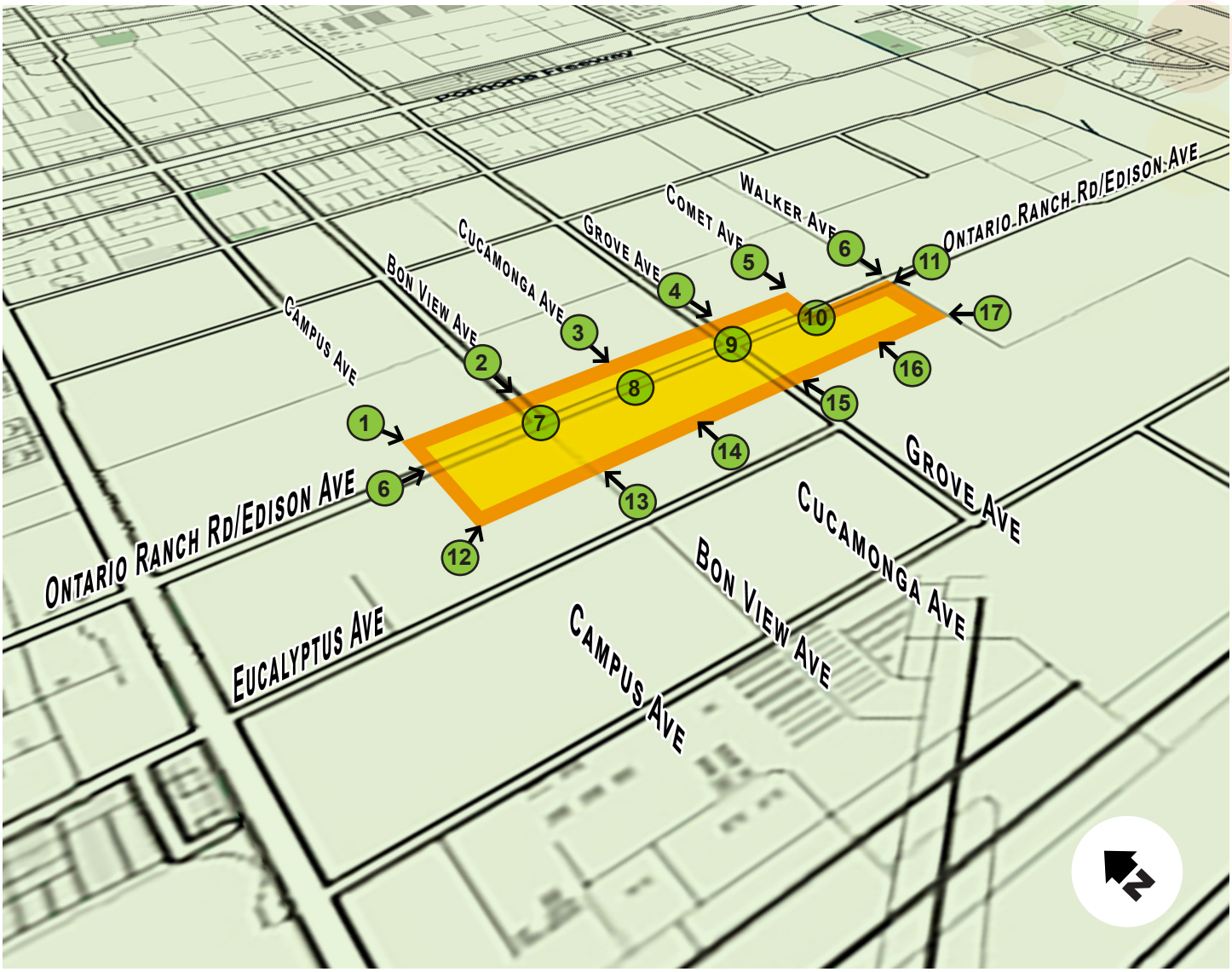


EXHIBIT 3-4 EXISTING CONDITIONS KEYMAP

1 Views of intersection between Campus Ave and SCE Easement





2 Views of intersection between Bon View Ave and SCE Easement





3 Views of intersection between Cucamonga Ave and SCE Easement





4 Views of intersection between Grove Ave and SCE Easement





5 Views of intersection between Parco Avenue and SCE Easement





6 Views of intersection between Campus Ave and Ontario Ranch Rd





7 Views of intersection between Bon View Ave and Ontario Ranch Rd









8 Views of intersection between Cucamonga Ave and Ontario Ranch Rd






9 Views of intersection between Grove Ave and Ontario Ranch Rd






10 Views of intersection between Parco Avenue and Ontario Ranch Rd





11 Views of intersection between Walker Ave and Ontario Ranch Rd





12 Views of intersection between Campus Ave and (future) City of Ontario Grand Park





13 Views of intersection between Bon View Ave and (future) City of Ontario Grand Park





14 Views of intersection between Cucamonga Ave and (future) City of Ontario Grand Park





15 Views of intersection between Grove Ave and (future) City of Ontario Grand Park





16 Views of intersection between Parco Avenue and (future) City of Ontario Grand Park





17 Views of intersection between Walker Ave and (future) City of Ontario Grand Park





3.5 TOPOGRAPHY

The Specific Plan area is relatively flat and generally slopes to the south as illustrated on **Exhibit 3-5, Existing Site Topography**. The site falls at an average slope of approximately 0.8% to 2.0%. The Specific Plan area generally drains to the south towards Eucalyptus Avenue, and into the Lower Cucamonga Spreading Grounds.

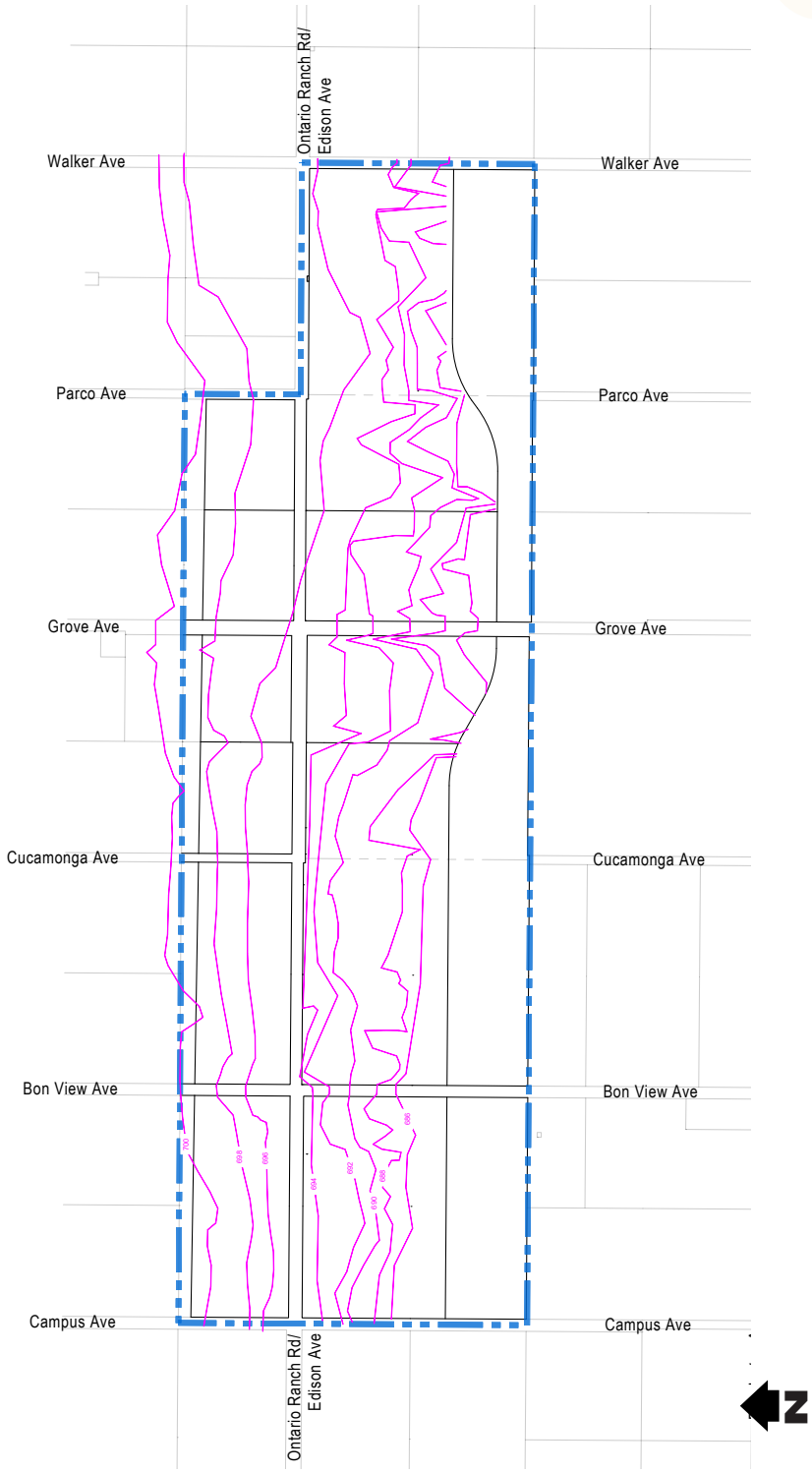


EXHIBIT 3-5 EXISTING SITE TOPOGRAPHY

3.6 EXISTING CIRCULATION AND ACCESS

- State Route 60 (SR 60) is located two and one quarter miles north of the CenterPark Specific Plan. Currently the Specific Plan area connects to SR 60 through two major streets. These are Vineyard Avenue, located 1/2 mile east of the Specific Plan area, and Grove Avenue, which is located west of the Specific Plan area. Proposed on-site circulation improvements are discussed in greater detail in *Section 4, Land Use Plan*.

- Ontario Ranch Road is designated as an "8-Lane Other Principal Arterial Road" (160 ft. ROW) in the 'Functional Roadway Classification' of the Master Plan of Streets and Highways, which is part of The Ontario Plan and bisects the northern portion of the CenterPark Specific Plan boundary in an east/west direction. The existing Ontario Ranch Road is two paved lanes for east and west bound traffic with unpaved shoulders.

- Grove Avenue is designated as a "4-Lane Other Principal Arterial Road with multipurpose trail" (124 ft. ROW) in the 'Functional Roadway Classification' of the Master Plan of Streets and Highways, which is part of The Ontario Plan. It bisects the CenterPark Specific Plan boundary in a north/south direction. The existing Grove Avenue is two paved lanes for north and south bound traffic with paved shoulders on each side.

- Walker Avenue is designated as a "2-Lane Collector Street" (88 ft. ROW) in the 'Functional Roadway Classification' of the Master Plan of Streets and Highways, which is part of The Ontario Plan. It borders the CenterPark parcel to the east.

- Campus Avenue is designated as "4-Lane Minor Arterial Road" (108 ft. ROW) in the 'Functional Roadway Classification' of the Master Plan of Streets and Highways, which is part of The Ontario Plan. Campus Avenue borders the CenterPark parcel to the west and it's currently a narrow rural paved roadway.

- Bon View Avenue is designated as "2-Lane Collector Street" (66 ft. ROW) in the 'Functional Roadway Classification' of the Master Plan of Streets and Highways, which is part of The Ontario Plan. Bon View Avenue traverses the CenterPark parcel to the west and it's currently a narrow rural paved roadway.

- South Cucamonga Avenue and Parco Avenue are shown on the TOP Land Use plan, but are not part of the City's street master plan. They will be designed as Local Streets (60 ft. ROW). These streets are not currently paved or are partially paved in the general vicinity of the CenterPark Specific Plan. South Cucamonga Avenue and Parco Avenue are proposed to terminate at the north end of the Grand Park. The existing ROWs will be abandoned within the Grand Park property and to the south.

3.7 EXISTING INFRASTRUCTURE /UTILITIES / PUBLIC SERVICES

3.7.1 Potable Water

The Specific Plan area lies within the 925 Pressure Zone. An existing 16-inch and 24-inch water main, located in Eucalyptus Avenue, provides water to the existing development to the south of the CenterPark Specific Plan. The developer of the CenterPark Specific Plan is responsible for extending water lines in the City master planned collector streets north to the Specific Plan area. On-site uses within the Specific Plan area are currently served by private wells, as illustrated on **Exhibit 3-3, Existing and Surrounding Land Uses**.

Upon development of the well site areas, these wells, or any other wells found on the property, will be abandoned per California Department of Water Resources Health Guidelines and the City of Ontario Guidelines. In compliance with the Chino Basin Water Master's Well Procedure for Developers, a well use/ destruction plan and schedule for all existing private/agricultural wells shall be submitted to the City of Ontario for approval prior to the issuance of permits for any construction activity. If a private well is actively used for water supply, the Developer shall submit a plan to abandon such well and connect users to the City's water system (residential to the domestic water system and agricultural to the recycled water system) when available. Wells shall be destroyed/abandoned per the California Water Resource Guidelines and require permitting from County Health Department. A copy of such permit shall be provided to the Engineering and Ontario Municipal Utilities Company (OMUC) prior to issuance of grading and/or building permits. If the Developer proposes temporary use of an existing agricultural well for purposes other than agriculture, such as grading, dust control, etc., the developer shall make a formal request to the City of Ontario for such use prior to issuance of permits for any construction activity. Upon approval, the Developer shall enter into an agreement with the City of Ontario and pay any applicable fees as set forth by the agreement. Existing wells may be converted to groundwater monitoring wells if feasible, at the City's discretion.

3.7.2 Recycled Water

The existing rural residential and agricultural development within the CenterPark Specific Plan area has available recycled water. There is an existing 30" IEUA (Inland Empire Utilities Agency) recycled water line in Ontario Ranch Road, within the Specific Plan area, extending from the eastern boundary at Walker Avenue to Bon View Avenue and southerly in Bon View to Eucalyptus Avenue outside of the Specific Plan boundary. The developer of the CenterPark Specific Plan is responsible for connecting to these existing recycled water lines.

3.7.3 Sewer

Existing on-site residences utilize septic tanks and subsurface disposal fields. Prior to grading operations, existing septic tanks and subsurface disposal fields will need to be abandoned in accordance with the State of California Department of Health Services requirements. A City sewer main located in Merrill Avenue connects to the City sewer lines in the City master planned collector streets (Campus, Bon View, Grove and Walker Avenues). The developer of the CenterPark Specific Plan is responsible for extending sewer lines in the City master planned collector streets north to the Specific Plan area.

3.7.4 Drainage

The City of Ontario storm drain system is generally unimproved throughout the Specific Plan area and consists primarily of open earthen swales along area roadways.

Cucamonga Creek Channel, a major flood control channel, provides regional protection for conveying urban storm waters to the Prado Dam Basin.

3.7.5 Electricity

The CenterPark Specific Plan area is located within the service territory of Southern California Edison Company (SCE). Electrical facilities will be underground per Municipal Code.

3.7.6 Natural Gas

The Southern California Gas Company (SCG) provides natural gas service within the area near the Specific Plan.

3.7.7 Communication Systems

Frontier Communications provides telephone service within the CenterPark Specific Plan area.

3.7.8 Solid Waste

The City of Ontario Public Works Agency provides solid waste collection and disposal to newly developed areas by request.

3.8 HYDROLOGY

Since most of the CenterPark Specific Plan area has been in agricultural use, only a limited portion of the site is now covered with impervious surfaces. Normal rainfall to the area is able to percolate through on-site soils and does not result in high volumes of surface runoff, typically associated with urban use.

Ground waters within the area, as a whole, contain high concentrations of salt, attributable to historic agricultural activities such as dairy farming. The high organic content of on-site soils has contributed incrementally to the degradation of surface and groundwater quality.

3.9 GEOLOGY AND SOILS

There are two primary soil deposits present within the boundary of the CenterPark Specific Plan. The youngest surficial deposit, Eolian sands (Qhs), is comprised of wind-blown sands having fine to medium-sized grains. These loose sands form sheets and low-dune deposits that have been stabilized by vegetation. These deposits are exposed in the eastern portion of the Ontario Ranch area and extend westward to an area defined generally by a diagonal line extending from Harrison Avenue within Riverside County on the south to Vineyard Avenue on the north. The second youngest surficial unit, a mediumgrained Holocene alluvium (Qhm), is present west of the Eolian sand. These are unconsolidated deposits of fine-to-course-grained sand with interbeds of gravel and silt.

The Specific Plan area contains delhi and hillmar loamy fine sands, as mapped by the United States Department of Agriculture, Soil Conservation Service in 1971 and 1980. Delhi series soils have been used for agriculture, primarily for grapes and citrus, since the 1800's. Additional detailed geologic and soils information for the Specific Plan area is contained in the CenterPark Specific Plan Environmental Impact Report.

3.10 SEISMICITY

In accordance with the California Building Code, the development within the CenterPark Specific Plan area will follow procedures and regulations designed to ensure that all development occurs in a safe manner relative to those known hazards. The CenterPark Specific Plan Environmental Impact Report contains detailed seismic information including a seismicity analysis of the Specific Plan area.

3.11 VEGETATION

The Specific Plan area has been extensively used for agricultural operations including dairy and field crop uses. Those areas not in active agricultural production are occupied by rural residential housing or are vacant. The natural vegetation and soil conditions that once occurred throughout the Specific Plan area have been significantly altered through the agricultural uses, leaving little or no native vegetation. The CenterPark Specific Plan Environmental Impact Report contains additional analysis of the vegetation conditions within the Specific Plan area.

3.12 EXISTING NPDES COMPLIANCE

In the existing conditions, NPDES requirements are enforced under the Agricultural Permit issued by the State Water Resources Control Board (Developer to verify the Agency).

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SECTION 4: LAND USE PLAN

This section of the CenterPark Specific Plan discusses the land uses proposed within the CenterPark development. Land uses include the residential, commercial/mixed-use, retail, office, parks and open space, and community facility components planned for CenterPark.

4.1 COMMUNITY DESIGN

A strong sense of place or community identity is established for CenterPark through comprehensively planned relationships between developed open space and urban development. This Genius of Place creates a designed natural open space framework, interacting with mixed retail and office centers which anchor traditional residential neighborhoods Collectively these neighborhoods provide a variety of housing types designed around a traditional grid pattern of streets and sidewalks. Off-street bike trails and an off-street multi-use trail provide safe corridors for bicycle access throughout the CenterPark community.

Residential and mixed-use developments shall front Grand Park. No walls shall be incorporated on the frontage of the park.

4.2 MIXED-USE PLANNING AREAS

Mixed-use development is allowed in Planning Areas 4, 5, 10 and 11. These Mixed-use Planning Areas will allow for development of neighborhood retail uses at a maximum 0.30 FAR and office uses at a maximum 0.70 FAR, intended to meet the needs of the surrounding community.

The maximum allowable retail development is 115,809 sq. ft. and the maximum office development is 135,110 sq. ft. and the maximum residential development is 1,086 units within the Specific Plan Mixed-Use Planning Areas. Mixed-Use Planning Areas in CenterPark allow for up to 70% of the area to be developed as higher density residential uses with a maximum density of 35 dwelling units per acre.

The residential uses will complement the office and retail development and increase the variety of living choices within the western area of Ontario Ranch.

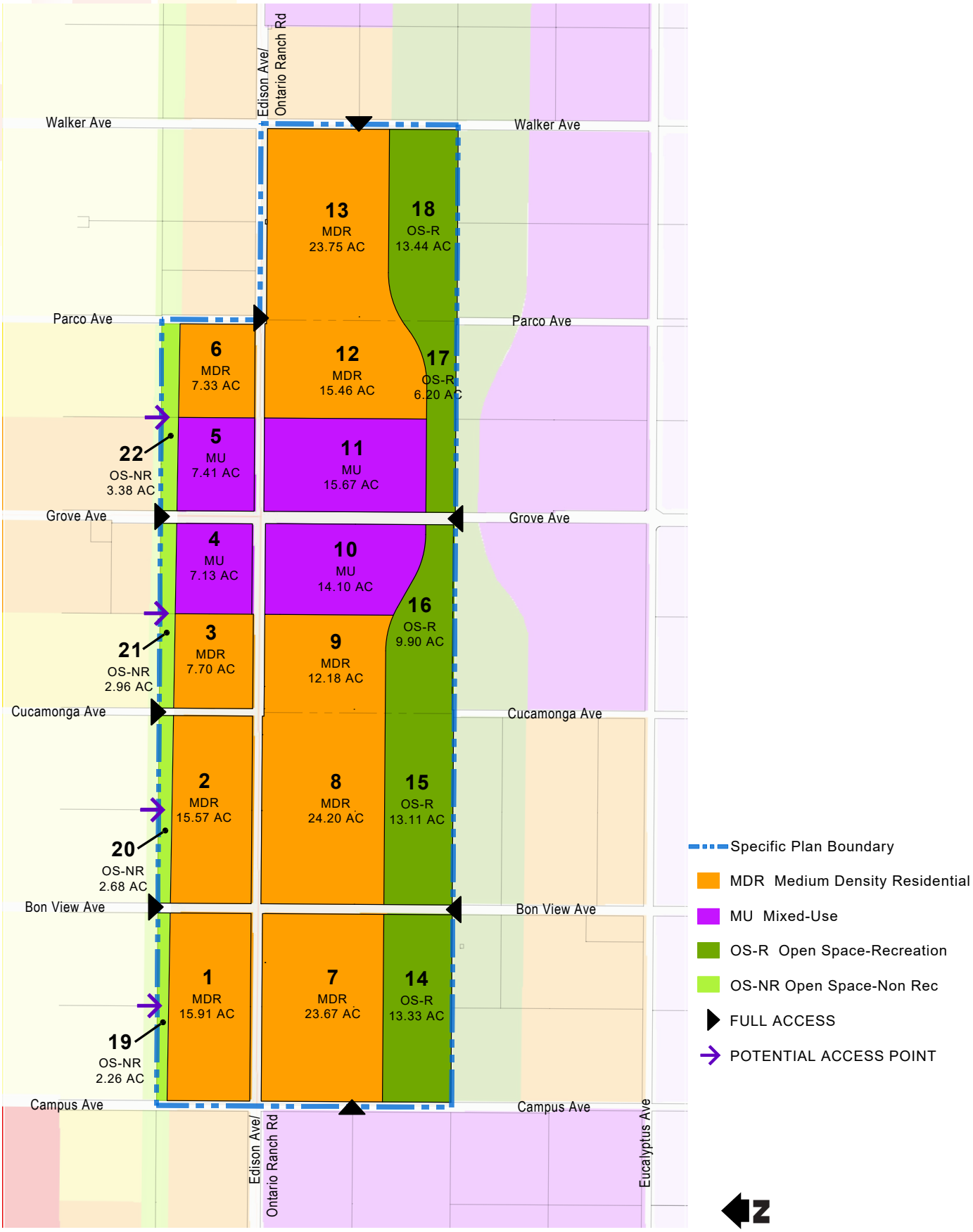


EXHIBIT 4-1 LAND USE PLAN

PA	LAND USE	TOP 2050 ACREAGE	DENSITY PER EIR	MAXIMUM UNITS	MAXIMUM RETAIL	MAXIMUM OFFICE
1	MDR (11.1 - 25.0 DU/AC)	15.91 AC	22.0 DU/AC	350 DU		
2	MDR (11.1 - 25.0 DU/AC)	15.57 AC	22.0 DU/AC	343 DU		
3	MDR (11.1 - 25.0 DU/AC)	7.70 AC	22.0 DU/AC	169 DU		
4	MIXED-USE RESIDENTIAL	4.99 AC	35.0 DU/AC	175 DU		
4	MIXED-USE RETAIL	1.43 AC			18,635 SF	
4	MIXED-USE OFFICE	0.71 AC				21,741 SF
5	MIXED-USE RESIDENTIAL	5.19 AC	35.0 DU/AC	182 DU		
5	MIXED-USE RETAIL	1.48 AC			19,367 SF	
5	MIXED-USE OFFICE	0.74 AC				22,595 SF
6	MDR (11.1 - 25.0 DU/AC)	7.33 AC	22.0 DU/AC	161 DU		
7	MDR (11.1 - 25.0 DU/AC)	23.67 AC	22.0 DU/AC	521 DU		
8	MDR (11.1 - 25.0 DU/AC)	24.20 AC	22.0 DU/AC	532 DU		
9	MDR (11.1 - 25.0 DU/AC)	12.18 AC	22.0 DU/AC	268 DU		
10	MIXED-USE RESIDENTIAL	9.87 AC	35.0 DU/AC	345 DU		
10	MIXED-USE RETAIL	2.82 AC			36,852 SF	
10	MIXED-USE OFFICE	1.41 AC				42,994 SF
11	MIXED-USE RESIDENTIAL	10.97 AC	35.0 DU/AC	384 DU		
11	MIXED-USE RETAIL	3.13 AC			40,955 SF	
11	MIXED-USE OFFICE	1.57 AC				47,781 SF
12	MDR (11.1 - 25.0 DU/AC)	15.46 AC	22.0 DU/AC	340 DU		
13	MDR (11.1 - 25.0 DU/AC)	23.75 AC	22.0 DU/AC	523 DU		
	RESIDENTIAL TOTAL	**176.79 AC**	**24.3 DU/AC**	**4,293 DU**		
	RETAIL TOTAL	**8.86 AC**			**115,809 SF**	
	OFFICE TOTAL	**4.43 AC**				**135,110 SF**
14	OS-R (PARKLAND)	13.33 AC				
15	OS-R (PARKLAND)	13.11 AC				
16	OS-R (PARKLAND)	9.90 AC				
17	OS-R (PARKLAND)	6.20 AC				
18	OS-R (PARKLAND)	13.44 AC				
19	OS-NR (NON-RECREATION)	2.26 AC				
20	OS-NR (NON-RECREATION)	2.68 AC				
21	OS-NR (NON-RECREATION)	2.96 AC				
22	OS-NR (NON-RECREATION)	3.38 AC				
	OPEN SPACE TOTAL	**67.26 AC**				
	PROJECT TOTAL	**257.34 AC**	**16.7 DU/AC**	**4,293 DU**	**115,809 SF**	**135,110 SF**

RETAIL in Mixed-Use areas = 20% of Mixed-Use acreage x 0.30 FAR

OFFICE in Mixed-Use areas = 10% of Mixed-Use acreage x 0.70 FAR

TABLE 4-1 LAND USE PLAN SUMMARY

4.3 RESIDENTIAL PLANNING AREA

Residential development is allowed in the MDR Planning Areas 1, 2, 3, 6, 7, 8, 9, 12 and 13. A variety of residential uses are allowed in CenterPark. The maximum number of allowed units within the the Mixed-Use component is 1,086 units and 3,207 units within the Residential planning areas of the Specific Plan for a total maximum of 4,293 units with varied densities encouraged to be developed into smaller neighborhoods. Several housing types may be developed within a specific planning area and may be blended to allow an overall density up to 25 du/ac. The blending of residential densities within the plan is encouraged as long as the density within any one planning area does not exceed 35 du/ac.The Specific Plan allows for a variety of housing types up to 5 stories maximum height.

The following housing types are allowed within the Specific Plan area:

CONVENTIONAL SFD – 1 & 2 STORY

This housing type includes conventional single family neighborhoods, traditional single-family and cluster SFD neighborhoods, including condominium developments, with 1 and 2 story buildings.

SMALL LOT/CLUSTER SFD – 2 & 3 STORY

This housing type includes conventional detached single-family neighborhoods, traditional single-family and cluster SFD neighborhoods, including condominium developments, with buildings up to 3 stories tall.

ATTACHED SFA – 2 STORY

This housing type includes duplexes/paired homes, triplexes, townhomes/rowtowns and stacked flats, including condominium and apartment developments, with buildings up to 2 stories tall.

ATTACHED SFA – 3 STORY

This housing type includes duplexes/paired homes, triplexes, townhomes/rowtowns and stacked flats, including condominium and apartment developments, with buildings up to 3 stories tall.

ATTACHED SFA/MULTI-FAMILY – 3+ TO 5 STORIES

This housing type includes attached homes, including condominium and apartment developments, with buildings greater than 3 stories tall with a maximum of 5 story buildings.

4.4 RECREATIONAL OPEN SPACE

Recreational Open Space uses are planned within Planning Areas 14, 15, 16, 17 and 18. There are 55.98 acres of the Specific Plan which are designated for Recreational Open Space (OS-R). This area has been designated to be part of the City of Ontario Grand Park.

LANDSCAPE PLANNING

Landscape and architectural improvements within the City of Ontario Grand Park, including planting, hardscaping and recreational amenities within these Planning Areas will be consistent with the City of Ontario Grand Park Master Plan. The final improvements within the Grand Park will submitted as part of a Development Plan application to be reviewed and approved by the City.

SECTION 5: INFRASTRUCTURE

The infrastructure, utilities and public services to be provided, as part of the development of the CenterPark Specific Plan, are discussed in this section.

5.1 CIRCULATION

The Circulation Plan for CenterPark implements the surrounding Master Plan streets identified by the City of Ontario and provides access to the neighborhood commercial and residential planning areas within the Specific Plan boundaries. Within the site, a traditional, grid-like street system reinforces the overall community character and design. In addition to providing safe and efficient movement of vehicular traffic through the project, the Circulation Plan also provides a safe environment for pedestrian movement and bicycle traffic to reduce the reliance on the automobile as a means of travel. Transit stops and bus turnouts shall be provided as required by the City of Ontario and Omnitrans along the Master Plan streets, which are within the CenterPark Specific Plan area. The **Exhibit 5-1, City of Ontario Road Classification System** establishes the hierarchy and general location of roadways within CenterPark.

The hierarchy of streets, established by the City's framework, is further developed within the Specific Plan boundary with a safe and efficient network of public neighborhood streets and private streets. Internal vehicular access and circulation is shown in **Exhibit 5-2, Conceptual Circulation Plan**. The street alignments shown are conceptual; and the final street alignments within the Specific Plan will be determined with TTM approval.

The minimum design speeds to be used for centerline curve radii, super elevation, corner and approach sight distances, vertical and horizontal alignment and sight distances for the Master Plan streets are listed below:

Grove Ave.	50 m.p.h.
Walker Ave.	45 m.p.h.
Ontario Ranch Rd.	50 m.p.h.
Campus Ave.	45 m.p.h.
Bon View Ave.	45 m.p.h.

5.1.1 Master Plan Roadways

The project site includes three City of Ontario arterial roadways, as identified in *Figure M-01, Roadway Classification Plan* of the Policy Plan, providing access to and from the site. Ontario Ranch Road bisects the site in an east/west direction, Grove Avenue bisects the site in a north/south direction and Walker Avenue borders the project site on the east. The site also includes two City of Ontario collector roadways, as identified in *Figure M-01, Roadway Classification Plan*. Bon View Avenue traverses the site in a north/south direction and Campus Avenue borders the project site on the west.

Phasing and construction of the improvements shall be implemented as required by the City Engineer and pursuant to the mitigation measures identified in the EIR and the conditions of approval adopted with the approval of tentative maps for the project. Locations and construction of bus turnouts are required within the project to the satisfaction of the City of Ontario and Omnitrans.

Additional right-of-way may be required to accommodate additional left turn and right turn lanes at intersections based on required queue lengths per the Traffic Impact Analysis/Specific Plan EIR.

The developer shall construct half-to-full width roadway improvements on project frontage streets including off-site improvements as follows:

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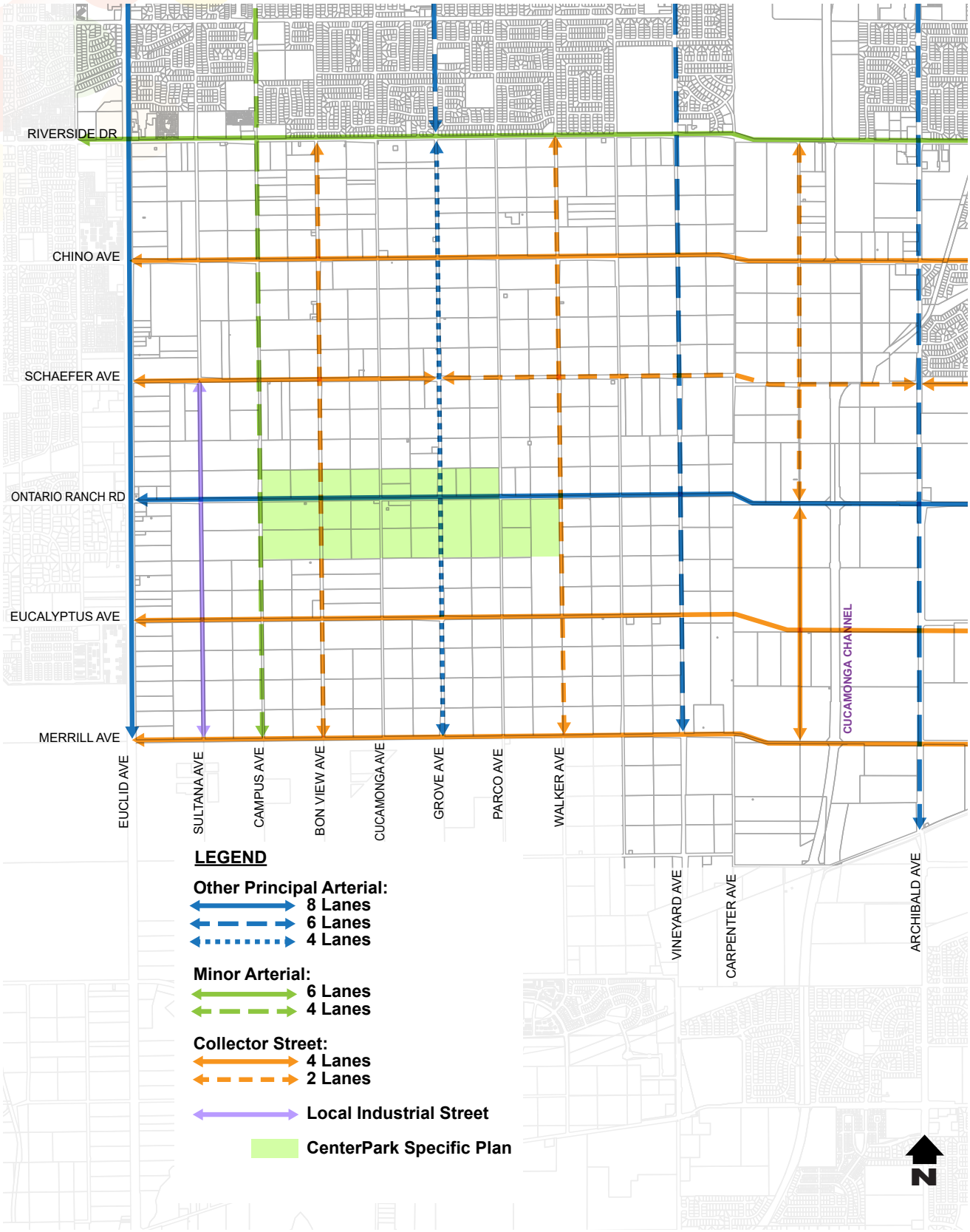
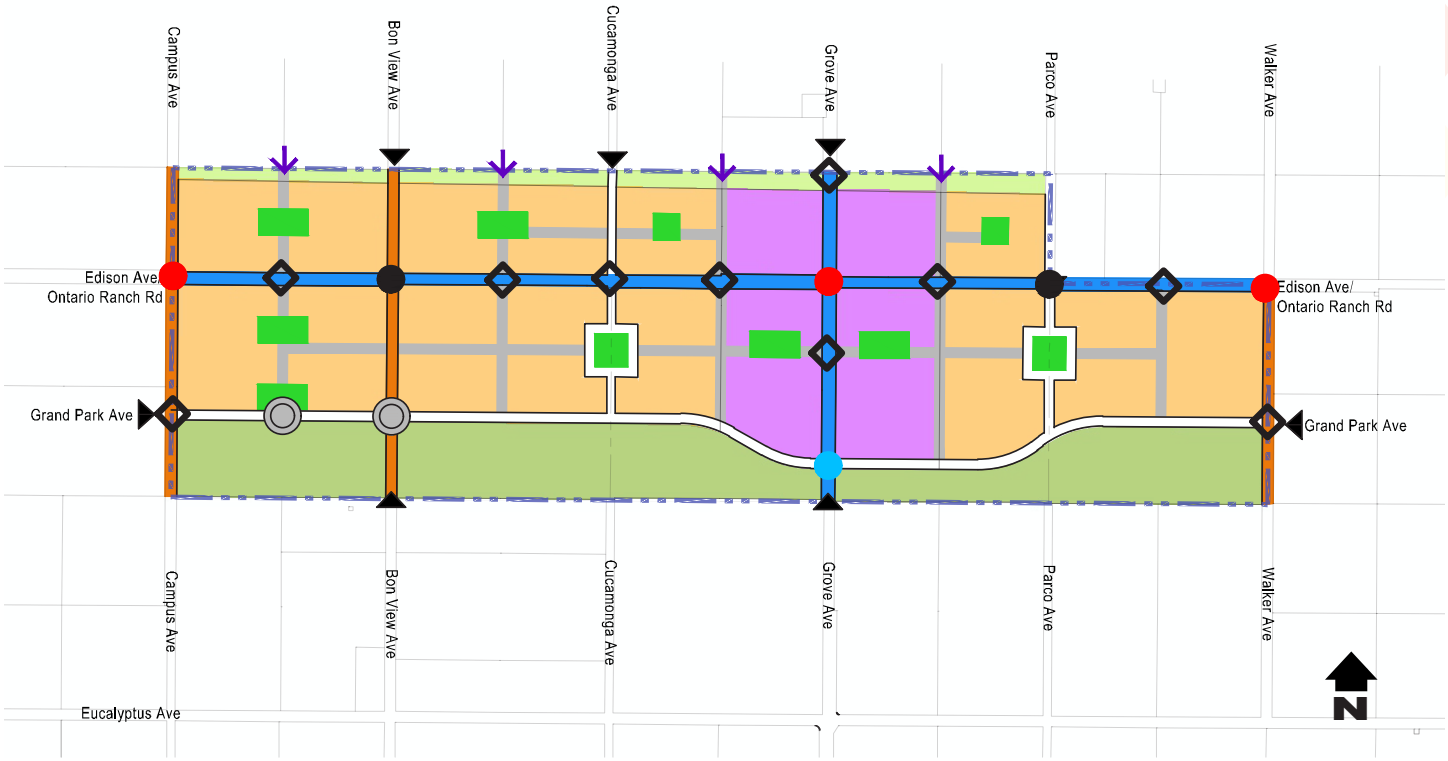


EXHIBIT 5-1 CITY OF ONTARIO ROAD CLASSIFICATION SYSTEM



SPECIFIC PLAN BOUNDARY
FULL ACCESS
POTENTIAL ACCESS POINT
ARTERIAL STREET
COLLECTOR STREET
LOCAL NEIGHBORHOOD STREET
PRIVATE NEIGHBORHOOD STREET
NEIGHBORHOOD PARK (CONCEPTUAL LOCATION)
ROUND-A-BOUT (CONCEPTUAL LOCATION)
1/2 MILE DIF SIGNAL
1/4 MILE DIF SIGNAL
1/4 MILE NON-DIF SIGNAL
POTENTIAL TRAFFIC SIGNAL LOCATION

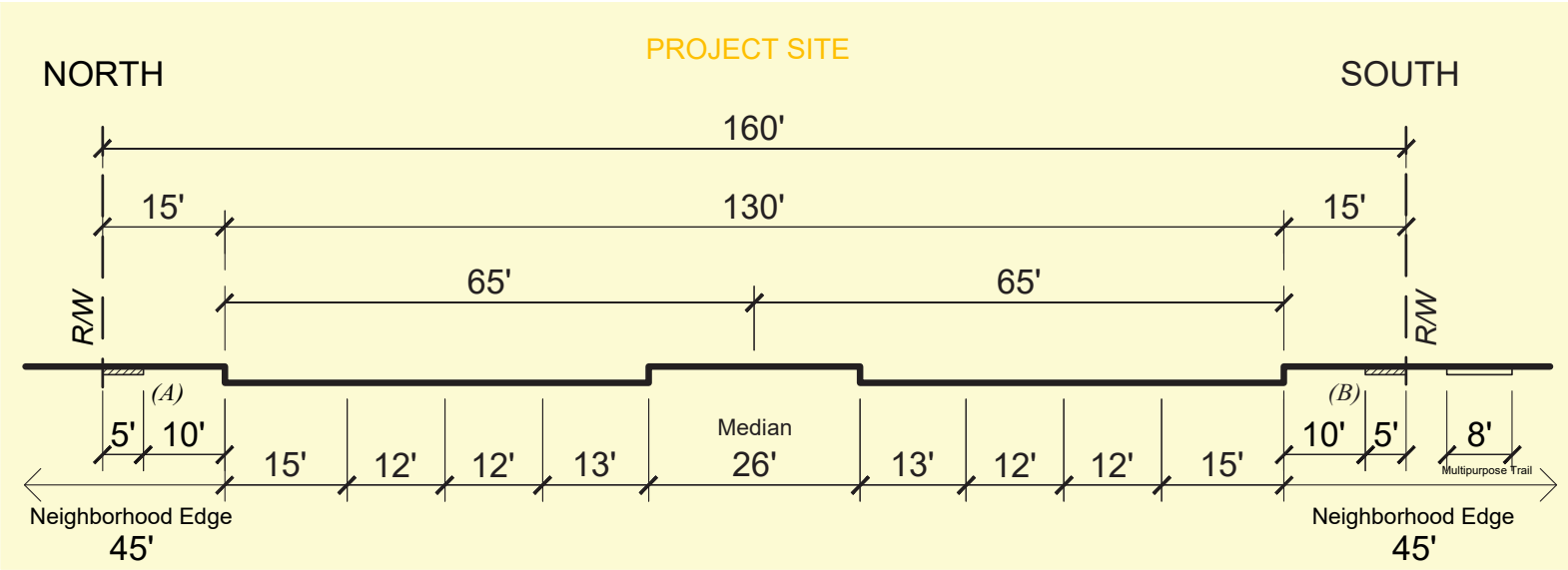
NOTES:

1. Traffic signal locations are based on The Ontario Plan traffic model and the City's Development Impact Fee (DIF) Program for ½ mile and ¼ mile locations. The potential traffic signal locations may or may not be needed in the locations shown based on the results and recommendations of traffic studies prepared for implementing development projects.
2. Additional traffic signals may be required based on the locations of future tract entries.
3. Enhanced pedestrian crossings will be required along Grand Park Avenue as necessary to facilitate pedestrian connectivity from the Grand Park to the residential developments.

EXHIBIT 5-2 CONCEPTUAL CIRCULATION PLAN

5.1.1.1 Ontario Ranch Road

The Mobility Element of the Policy Plan (*Figure M-01 Roadway Classification Plan*) designates Ontario Ranch Road as an "8-Lane Other Principal Arterial" (160 ft. ROW). Ontario Ranch Road is also considered as a truck route and it extends along the north boundary of the Specific Plan area and will provide access to CenterPark. The proposed improvements to Ontario Ranch Road are illustrated on **Exhibit 5-3, Ontario Ranch Road**. Parking is prohibited along Ontario Ranch Road. Refer to **Exhibit 5-3** for minimum street improvements required by the CenterPark Specific Plan.



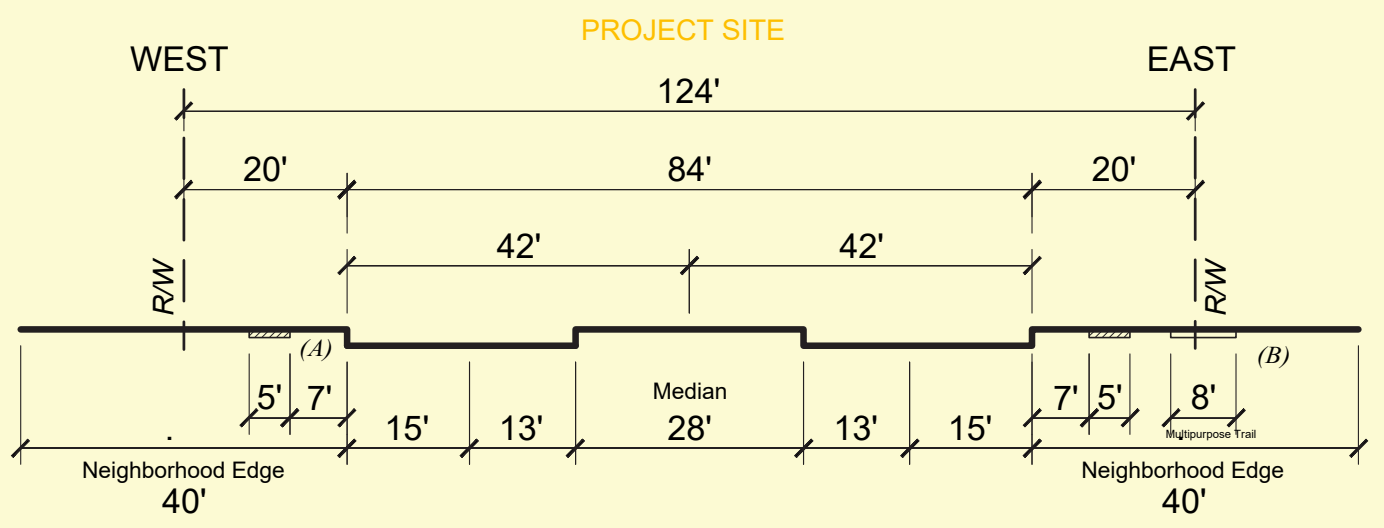
NOTES:
(A) Sidewalk to be included on Parkway. See Exhibits 7-11 to 7-14 for specific sidewalks, trails and landscaping within City-planned neighborhood edges and landscape (lettered) lots.
(B) Includes Both Sidewalk and Multipurpose Trail.

GENERAL NOTES:
1. Refer to the City of Ontario standard drawings for more detailed street section requirements. The number of lanes and lane configurations may vary by street and will be determined by City engineering staff through the project Specific Plan approval and/or public improvement plan check process.
2. Refer to the approved Specific Plan documents, as noted hereon or otherwise, for detailed street section information.
3. R/W indicates roadway right-of-way width not including additional "Neighborhood Edge".

EXHIBIT 5-3 ONTARIO RANCH ROAD

5.1.1.2 Grove Avenue

Grove Avenue is a designated "4-Lane Other Principal Arterial Road with multipurpose trail" (124 ft. ROW). Grove Avenue will provide access to and from CenterPark and traverses the project site in a north/south direction. Grove Avenue will be improved as depicted on **Exhibit 5-4, Grove Avenue.** Parking is prohibited on Grove Avenue. Grove Avenue shall provide multi-use trail lanes on the east side of the roadway, within the Specific Plan area. Refer to **Exhibit 5-4** for minimum street improvements required by the CenterPark Specific Plan.



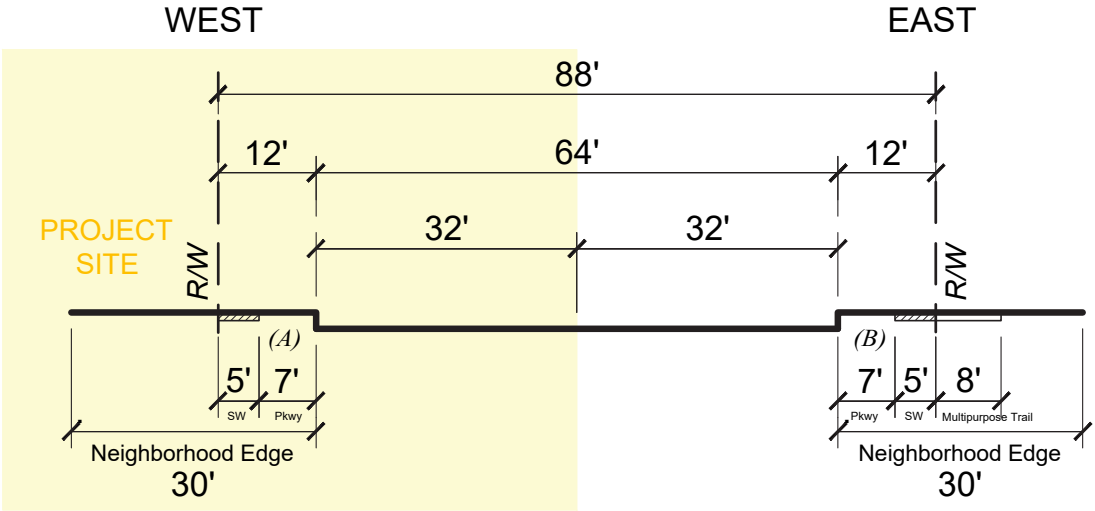
NOTES:
(A) Sidewalk to be included on Parkway. See Exhibits 7-11 to 7-14 for specific sidewalks, trails and landscaping within City-planned neighborhood edges and landscape (lettered) lots.

GENERAL NOTES:
1. Refer to the City of Ontario standard drawings for more detailed street section requirements. The number of lanes and lane configurations may vary by street and will be determined by City engineering staff through the project Specific Plan approval and/or public improvement plan check process.
2. Refer to the approved Specific Plan documents, as noted hereon or otherwise, for detailed street section information.
3. R/W indicates roadway right-of-way width not including additional "Neighborhood Edge".

EXHIBIT 5-4 GROVE AVENUE

5.1.1.3 Walker Avenue

Walker Avenue is designated in the General Plan as a "2-Lane Collector Street" (88 ft. ROW). Walker Avenue will provide access to and from CenterPark along the eastern boundary of the project site. Walker Avenue will be improved as depicted on **Exhibit 5-5, Walker Avenue**. Parking is prohibited on Walker Avenue. Refer to **Exhibit 5-5** for minimum street improvements required by the CenterPark Specific Plan.



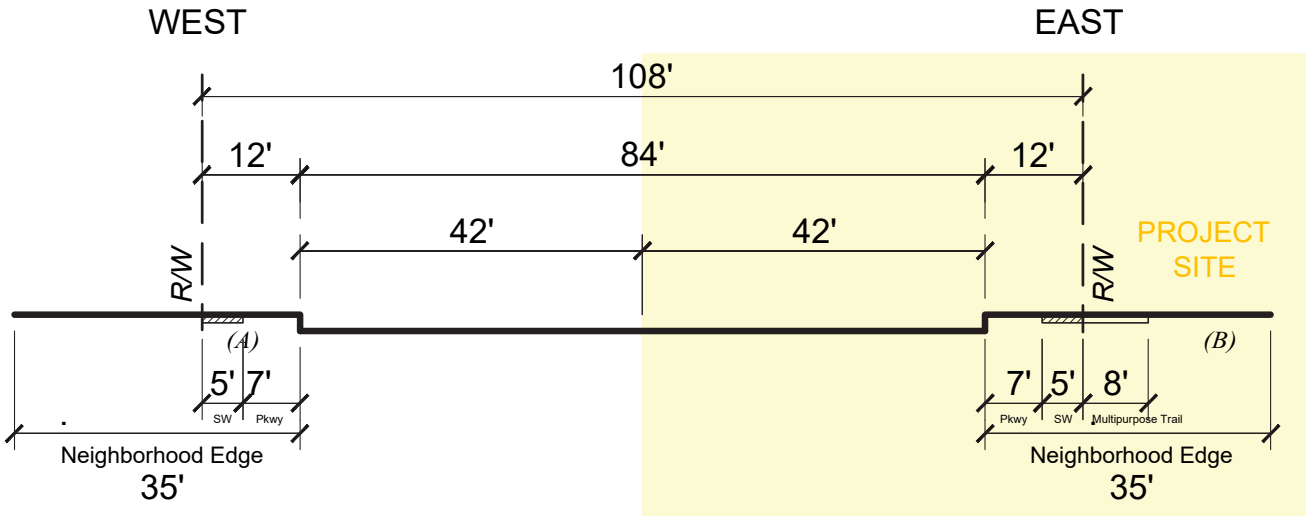
NOTES:
(A) Sidewalk to be included on Parkway. See Exhibits 7-11 to 7-14 for specific sidewalks, trails and landscaping within City-planned neighborhood edges and landscape (lettered) lots.
(B) Includes Both Sidewalk and Multipurpose Trail.

GENERAL NOTES:
1. Refer to the City of Ontario standard drawings for more detailed street section requirements. The number of lanes and lane configurations may vary by street and will be determined by City engineering staff through the project Specific Plan approval and/or public improvement plan check process.
2. Refer to the approved Specific Plan documents, as noted hereon or otherwise, for detailed street section information.
3. R/W indicates roadway right-of-way width not including additional "Neighborhood Edge".

EXHIBIT 5-5 WALKER AVENUE

5.1.1.4 Campus Avenue

Campus Avenue is designated in the General Plan as a "4-Lane Minor Arterial Road" (108 ft. ROW). Campus Avenue will provide access to and from CenterPark along the western boundary of the project site. Campus Avenue will be improved as depicted on **Exhibit 5-6, Campus Avenue**. Parking is prohibited on Campus Avenue. Refer to **Exhibit 5-6** for minimum street improvements required by the CenterPark Specific Plan.



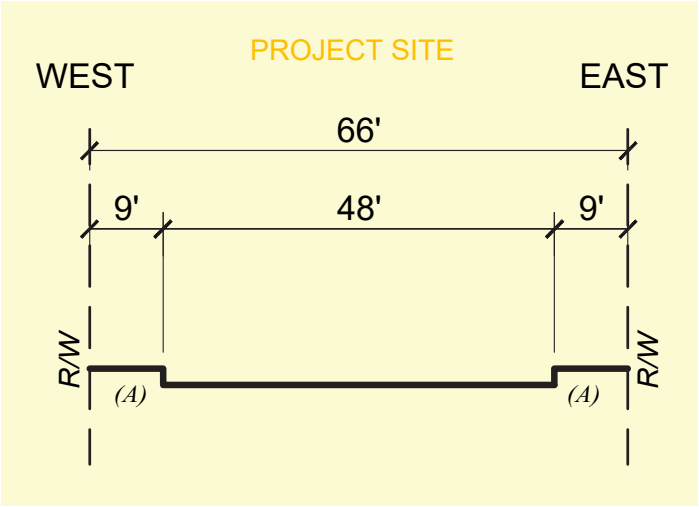
NOTES:
(A) Sidewalk to be included on Parkway. See Exhibits 7-11 to 7-14 for specific sidewalks, trails and landscaping within City-planned neighborhood edges and landscape (lettered) lots.
(B) Includes Both Sidewalk and Multipurpose Trail.

GENERAL NOTES:
1. Refer to the City of Ontario standard drawings for more detailed street section requirements. The number of lanes and lane configurations may vary by street and will be determined by City engineering staff through the project Specific Plan approval and/or public improvement plan check process.
2. Refer to the approved Specific Plan documents, as noted hereon or otherwise, for detailed street section information.
3. R/W indicates roadway right-of-way width not including additional "Neighborhood Edge".

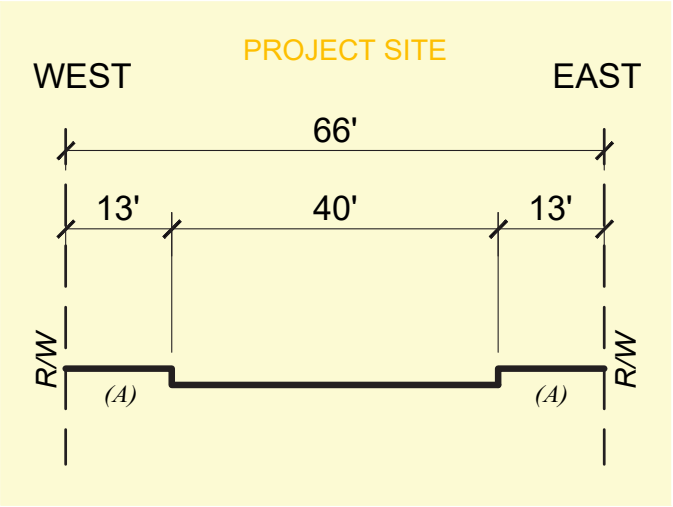
EXHIBIT 5-6 CAMPUS AVENUE

5.1.1.5 Bon View Avenue

Bon View Avenue is designated in the General Plan as a "2-Lane Collector Street" (66 ft. ROW). Bon View Avenue will provide access to and from CenterPark and traverses the project site in a north/south direction. Bon View Avenue will be improved as depicted on **Exhibit 5-7, Bon View Avenue**. Parking is prohibited on Bon View Avenue. Refer to **Exhibit 5-7** for minimum street improvements required by the CenterPark Specific Plan. Bon View Avenue curb-to-curb is 48 ft. south of Ontario Ranch Road and curb-to-curb 40 ft. north of Ontario Ranch Road.



BON VIEW AVENUE
SOUTH OF ONTARIO RANCH ROAD



BON VIEW AVENUE
NORTH OF ONTARIO RANCH ROAD

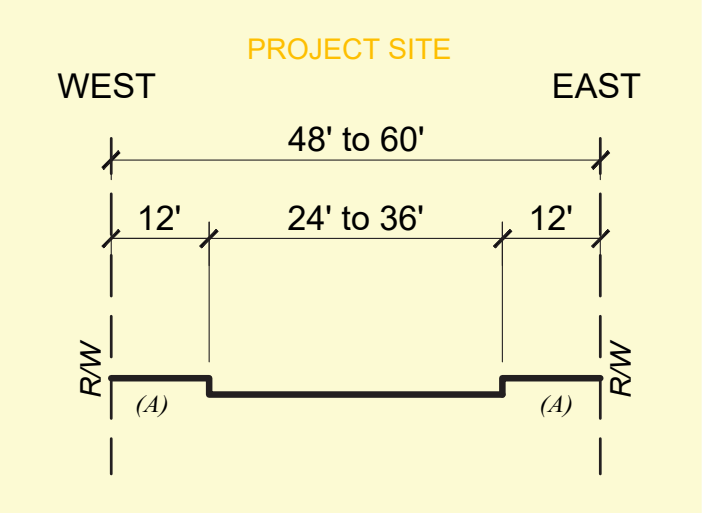
NOTES:
(A) Sidewalk to be included on Parkway. See Exhibits 7-11 to 7-14 for specific sidewalks, trails and landscaping within City-planned neighborhood edges and landscape (lettered) lots.
Due to utility constraints, Bon View Avenue may need to be constructed as a tilt section.

GENERAL NOTES:
1. Refer to the City of Ontario standard drawings for more detailed street section requirements. The number of lanes and lane configurations may vary by street and will be determined by City engineering staff through the project Specific Plan approval and/or public improvement plan check process.
2. Refer to the approved Specific Plan documents, as noted hereon or otherwise, for detailed street section information.
3. R/W indicates roadway right-of-way width not including additional "Neighborhood Edge".

EXHIBIT 5-7 BON VIEW AVENUE

5.1.1.6 Parco Avenue and Cucamonga Avenue

Parco Avenue and Cucamonga Avenue are designated in the General Plan as "Local Roadway" (60 ft. ROW). Parco Avenue and Cucamonga Avenue will provide access to and from CenterPark and they traverse the project site in a north/south direction. Parco Avenue and Cucamonga Avenue will be improved as depicted on **Exhibit 5-8, Parco Avenue and Cucamonga Avenue**. Parking is allowed on Parco Avenue and Cucamonga Avenue within the Specific Plan area. Refer to **Exhibit 5-8** for minimum street improvements required by the CenterPark Specific Plan.



NOTES:
(A) Sidewalk to be included on Parkway. See Exhibits 7-11 to 7-14 for specific sidewalks, trails and landscaping within City-planned neighborhood edges and landscape (lettered) lots.

GENERAL NOTES:
1. Refer to the City of Ontario standard drawings for more detailed street section requirements. The number of lanes and lane configurations may vary by street and will be determined by City engineering staff through the project Specific Plan approval and/or public improvement plan check process.
2. Refer to the approved Specific Plan documents, as noted hereon or otherwise, for detailed street section information.
3. R/W indicates roadway right-of-way width not including additional "Neighborhood Edge".

EXHIBIT 5-8 PARCO AVENUE AND CUCAMONGA AVENUE

5.1.2 Local Streets

Streets (public, private, local, etc.) that provide vehicular and pedestrian access to and through neighborhoods and communities shall provide 5 ft. sidewalks and 7 ft. parkways. Public local streets within residential areas are designed to distribute vehicular traffic from the Master Plan streets adjacent to the project site into and through residential neighborhoods.

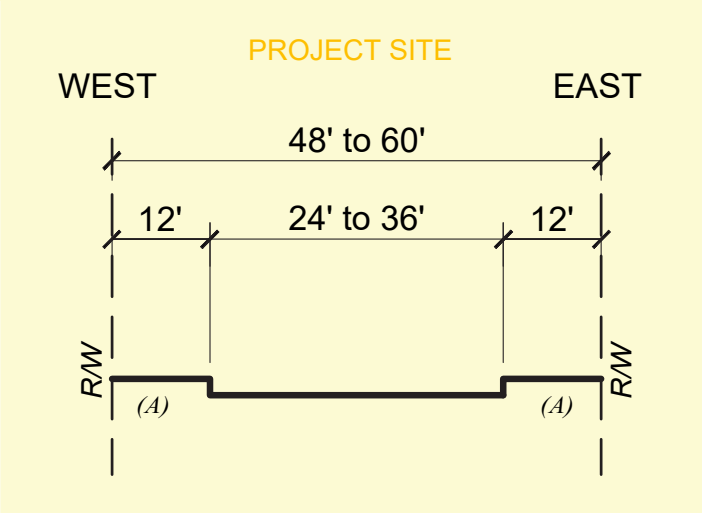
***Local Backbone Streets**. Connecting the above regional backbone roadways, the project's local backbone streets will connect the project's various components and provide for safe and efficient vehicular circulation. Internal project access points will be taken from Campus Avenue on the west side of the project and Walker Avenue on the east side. Alternative internal street connections may be allowed subject to the approval of the City Engineer.*

***Local Neighborhood/Private Streets.** Local neighborhood/private streets that carry neighborhood related traffic and be constructed with a 60 ft. right-of-way, which includes a 36 ft. paved section with parking on both sides and a minimum 12 ft. landscaped parkway with sidewalk. Themed streets will have an additional 5 ft. wide lettered lot along the theme street edge, located adjacent to right-of-way, to be maintained by HOA.*

If future site plans propose private streets, they should be shown on the proposed tentative subdivision map and should be labeled "Private Streets", otherwise all local streets will be considered public.

Intersections at public streets shall incorporate chokers in accordance with City of Ontario Traffic & Transportation Guidelines. Any proposed gated access shall be designed with adequate stacking and turnaround facilities.

A modified grid network of local streets will provide internal circulation throughout CenterPark for access to individual neighborhoods and residences. The proposed regional park will be accessible via local public streets. The proposed improvements for interior local streets are illustrated in **Exhibit 5-9, Local Streets**.



NOTES:
(A) Sidewalk to be included on Parkway. See Exhibits 7-11 to 7-14 for specific sidewalks, trails and landscaping within City-planned neighborhood edges and landscape (lettered) lots.

GENERAL NOTES:
1. Refer to the City of Ontario standard drawings for more detailed street section requirements. The number of lanes and lane configurations may vary by street and will be reviewed by City engineering staff through the project Specific Plan approval and/or public improvement plan check process.
2. Refer to the approved Specific Plan documents, as noted hereon or otherwise, for detailed street section information.
3. R/W indicates roadway right-of-way width not including additional "Neighborhood Edge".

EXHIBIT 5-9 LOCAL STREETS

5.1.2.1 Private Streets

Private streets are encouraged in residential neighborhoods where higher density detached home types and attached buildings are designed with an urban character and front setbacks. These streets, with narrower paved sections, are used to reduce travel speeds within residential neighborhoods and to manage on-site resident and guest parking. Private streets are also intended to provide pedestrian circulation and encourage pedestrian activity within and between adjacent neighborhoods.

Private streets within single family residential neighborhoods reflect a traditional character with landscaped parkways and trees shading sidewalks where homes and front doors face them. Private streets will be designed with a minimum curb-to-curb dimension of 24 ft. with no parking. The minimum curb-to-curb dimension may be increased to allow for public utilities, for on-street parking, and for fire accessibility as required by the city's latest requirements for public utility mains within public utility easements and subject to city's discretion. The minimum paved width for private streets with parallel parking on one side is 32 ft. and 36 ft. for private streets with parallel parking on both sides. Private streets shall include 7 ft. landscaped parkways and 5 ft. sidewalks where they provide vehicular and pedestrian within, and between, neighborhoods in the Specific Plan. On-street perpendicular parking is allowed as an alternative to parallel parking. Perpendicular parking stalls shall be a minimum of 9 ft. x 18 ft. in size. The curb-to-curb dimensions for private streets and drives are subject to the approval of the City Planning and Engineering Departments and OMUC.

5.1.2.2 Common Drives, Private Drives and Alleys

Common Drives, Private Drives, and Alleys provide specific access to individual homes. Access is off a public, private, local, or neighborhood street. Private drives and alleys are proposed within the CenterPark Specific Plan and will be constructed with a 20 ft. wide right-of-way. Private drives will be a minimum of 20 ft. paved travel lanes with no parking allowed. A minimum of 30 ft. is required between buildings located on each side of the private drive. The minimum pavement width for private drives may be increased to allow for public utilities as required by the City's latest requirements for public utility mains within public utility easements, and subject to the City's discretion. Final design of private drives will be subject to planning, engineering, OMUC and fire department approval concurrent with tentative subdivision map approval.

Common Drives. *Common drives will be constructed with a 20 ft. minimum right-of-way. Common drives will contain a minimum 20 ft. travel lane and a 24 ft. travel lane for emergency access roads. A 30 ft. minimum distance is required between buildings on each side of the common drive. Final alley design shall be subject to review and approval by the planning, engineering, and fire departments. See* ***Exhibit 5-10, Common Drives, Private Drives and Alleys****.*

Private drives are also proposed within the Specific Plan to provide secondary internal vehicular and pedestrian circulation. These private drives generally include public or private utilities. The minimum width shall be 24 ft. to 30 ft.

Alleys are proposed within the CenterPark Specific Plan. Dead-end alleys shall be a minimum of 20 ft. wide and generally do not include public utilities. These alleys are generally intended to provide access to garages. A minimum of 30 ft. is required between garages on each side of a private drive.

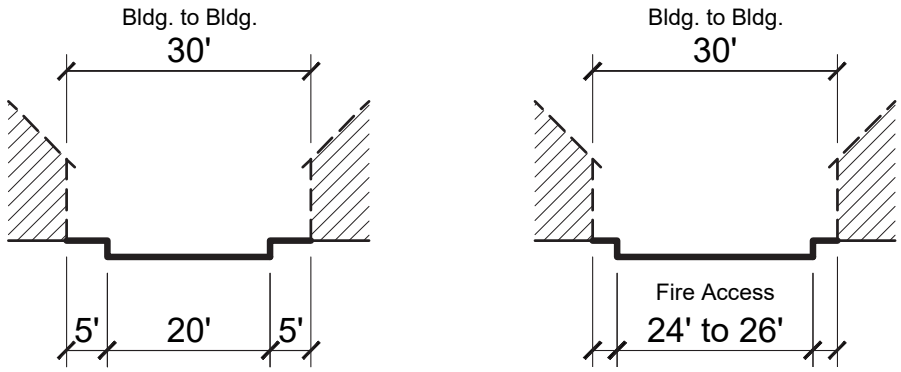


EXHIBIT 5-10 COMMON DRIVES, PRIVATE DRIVES AND ALLEYS

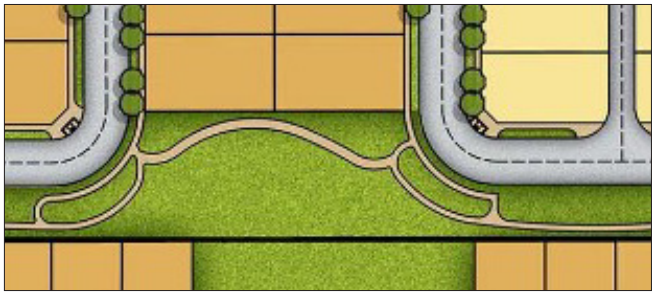
- Paved section may be widened to 26 ft. in 3-story neighborhoods or in conditions where the additional paved width is required to accommodate public utilities as required by the City's latest requirements for public utility mains within public utility easements, and subject to the City's discretion.

5.1.3 Traffic Calming

The site plan for CenterPark is designed with a traditional street layout with a modified grid layout allowing for safe and convenient travel choices for future residents and visitors to the regional park. Traditional streets are attractive and comfortable for pedestrians and bicyclists within the community. Traffic calming devices incorporated into neighborhood streets may include traffic circles at selected intersections and will include intersection chokers at public street intersections. Traffic calming within CenterPark is designed with the following goals:

- Reduction in vehicular traffic speeds
- Reduction in traffic-related noise
- Reduction in fuel consumption
- Increased efficiency in vehicular circulation
- Improved pedestrian experience and safer intersections that encourage walking
- Improved traffic flow and visibility at intersections for bicyclists

A few examples of traffic calming devices are shown below:



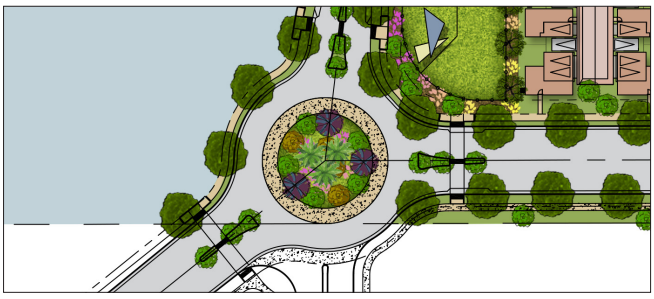
Connectivity with sidewalks and walkways



Convenient parking adjacent to parks



Chockers and short residential blocks encourage pedestrian activity



Roundabout

The City may limit or prohibit parking on public streets that are wide enough to allow for parking at selected locations such as near intersections or crosswalks, at entry locations or higher traffic areas and areas where increased sight lines are required. Restricted parking will be at the discretion of the City Engineer.

5.1.3.1 Traffic Circles

Traffic circles, commonly called roundabouts are used to improve traffic circulation at intersections that would require four-way stop signs or other traffic controlling measure. These features help reduce vehicular speeds and allow for safe and controlled pedestrian crossings. Traffic circles are proposed at the intersections of Bon View Avenue and Grand Park Avenue and Grand Park Avenue and a future public or private roadway approximately midway between Campus Avenue and Bon View Avenue. Additional traffic circles may be proposed along Grand Park Avenue subject to approval by the City Engineer. Traffic circles within CenterPark will be constructed according to City of Ontario Standard Drawings.

5.1.3.2 Intersection Chokers

Intersection chokers improve intersection visibility, define appropriate parking areas and reduce the crosswalk distance at neighborhood street intersections. These chokers will be incorporated at all four-way and "T" intersections of public streets per Traffic and Transportation Design Guidelines for Chokers Installations. Additional chockers will be constructed as required subject to the discretion of the City Engineer.

5.1.4 Pedestrian Circulation

Off-street pedestrian circulation is available throughout CenterPark by means of the interconnected, paved sidewalk system within the roadway right-of-way, separated from vehicular travel lanes by a landscaped parkway. The CenterPark pedestrian system provides connectivity among residential neighborhoods and to all private parks within CenterPark.

The plan also provides connectivity with off-site areas via City master planned multipurpose trails/ bikeways located within the neighborhood edge along the perimeter of the CenterPark Specific Plan area.

5.1.5 City Master Planned Trails and Bikeways

Multipurpose trails are an integral component in creating accessibility and mobility within and around CenterPark. A multi-use trail site is planned along the south side of Ontario Ranch Road and along the eastern side of Grove Avenue and Campus Avenue. The City also has planned a Class II bicycle lane on the west side of Walker Avenue which bounds the project site on the east, and may be utilized by the public. CenterPark's Master Plan for pedestrian and bicycle circulation is illustrated on **Exhibit 5-11, Conceptual Pedestrian and Regional Trail Circulation Plan**.

5.1.6 Proposed Local Trails and Paseos

The site plan for CenterPark may include additional internal trails or paseos that provide additional pedestrian accessibility between neighborhoods, to community parks and amenities and to the regional park in the center of the Specific Plan area. Trails and paseos shall be established within the minimum 30 ft. wide lettered lots.

5.1.7 Parks

The Ontario Plan (Policy PR1-5) has established a standard of 5 acres of parkland (public and private) per 1,000 residents, with a minimum of 2 acres of developed private park space per 1,000 residents (Policy PR1-6). Private parks are required to be within a quarter mile walking/biking distance from each residence. This private park requirement may be met within any residential development or by satisfying the in-lieu park development impact fee as approved by the City. Fees will be paid to fulfill the balance of the City's park requirement (the remaining 3 acres per 1, 000 residents).

As discussed in the previous *Section 4.2, Parks and Recreational Facilities*, parks will be provided throughout CenterPark (**Exhibit 7-10, Landscape Framework Plan**).

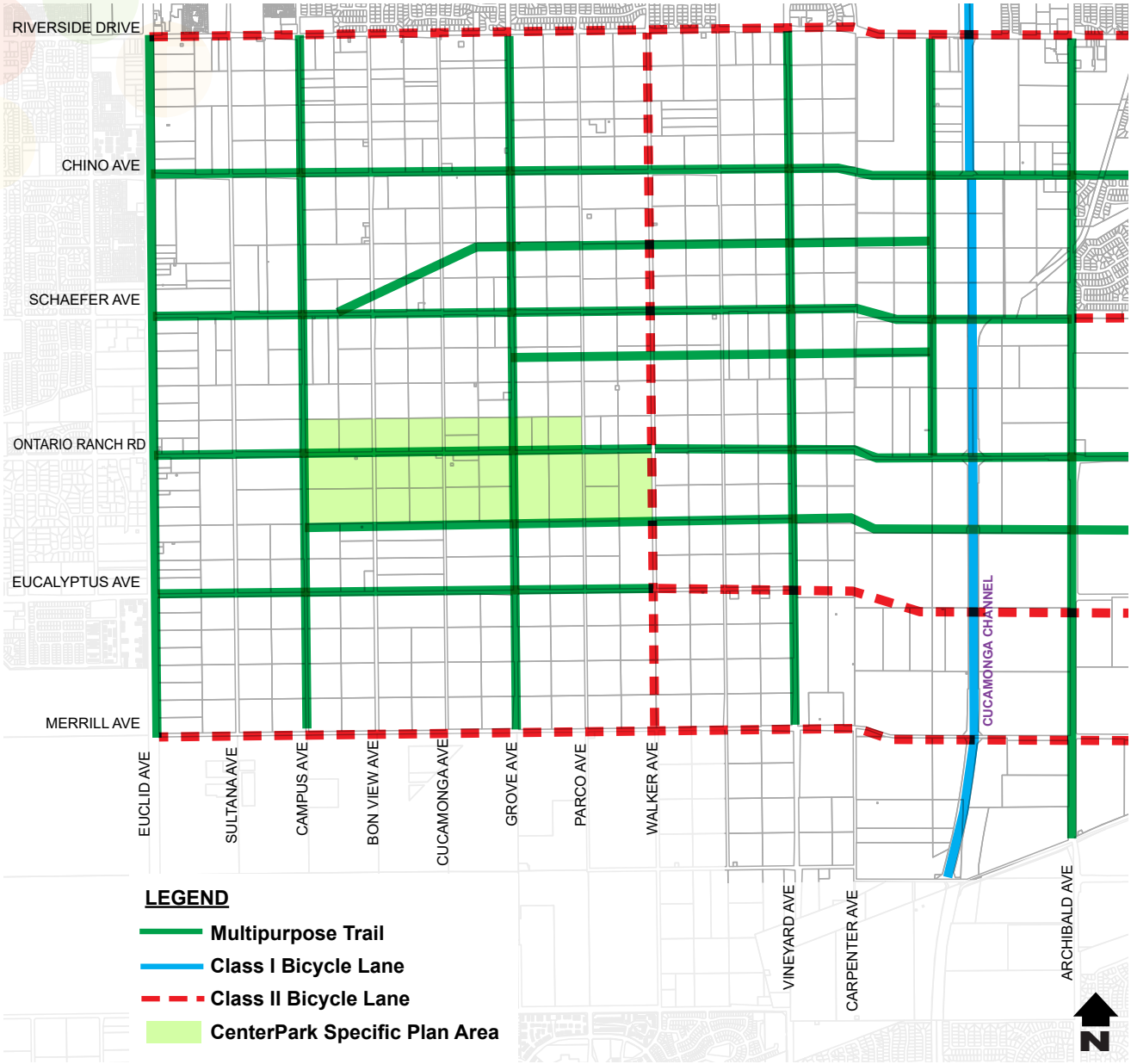
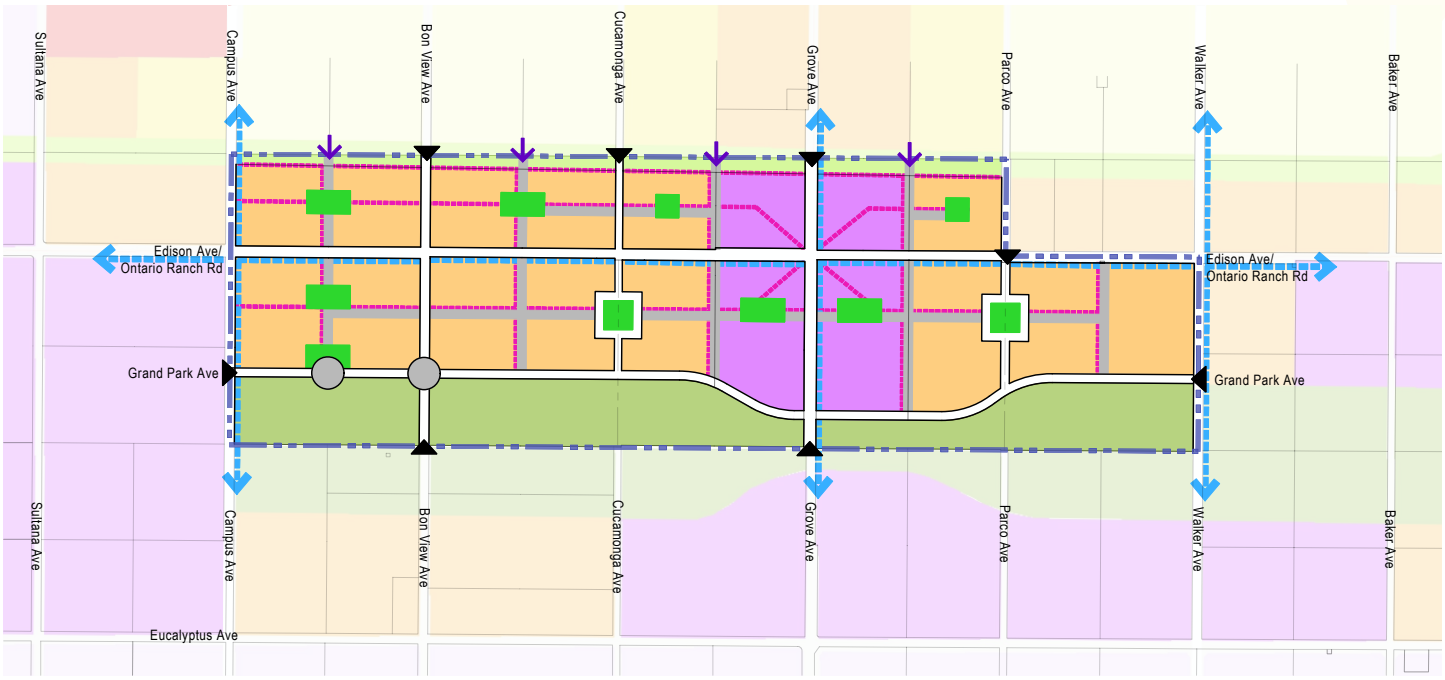


EXHIBIT 5-11 CONCEPTUAL PEDESTRIAN AND REGIONAL TRAIL CIRCULATION PLAN



SPECIFIC PLAN BOUNDARY

FULL ACCESS

POTENTIAL ACCESS POINT

PUBLIC STREET

BACKBONE PRIVATE STREET

CITY MASTER PLANNED MULTI-USE TRAILS

NEIGHBORHOOD PARK (CONCEPTUAL LOCATION)

SIDEWALKS / PEDESTRIAN CONNECTION (CONCEPTUAL LOCATION)

ROUND-A-BOUT (CONCEPTUAL LOCATION)

N

EXHIBIT 5-12 INTERNAL PEDESTRIAN CIRCULATION PLAN

5.2 PUBLIC UTILITIES

Potable water, recycled water, sewer and storm drain utilities may be designated as "public utilities" located within a public street. The minimum width of a PUE (Public Utility Easement) for each public utility main is 20 ft. centered on the public utility main. The minimum width of a PUE and curb-to-curb width for two public utility mains (depending on utility sizes) is 24 ft. The minimum width of a PUE and curb-to-curb width for three public utility mains (depending on utility sizes) is 30 ft. Private utilities are not allowed within PUEs. Any proposed public utilities within private streets shall be subject to City approval and contained within acceptable easements, access, and separation requirements. The CenterPark Covenants, Codes, and Restrictions (CC&Rs) shall contain language that requires all proposed work by the Homeowner Association (HOA) within said easements, be plan-checked and inspected by the City, including all applicable fees. Generally, utilities will not be accepted as public within dead-end private alleys, parking areas or driveways.

Master planned utilities serving the development, as identified in the approved respective Master Plan, shall be constructed prior to issuance of first occupancy. Exhibits shall show all frontage improvement requirements per the City adopted Master Plans. The project shall comply with the requirements as set forth in the Standard Conditions of Approval adopted by the City Council (Resolution No. 2017-027). The ultimate sizing and alignment of utilities (potable water, recycled water, sewer, and storm drain) will follow the most current approved Master Plan and/or hydraulic analysis approved by the City.

5.3 POTABLE WATER PLAN

Potable water will be provided by the City of Ontario. The City's Potable Water Master Plan identifies new water facilities to serve the Ontario Ranch area, which will need to be constructed prior to or concurrent with onsite water improvements. Construction of the on-site and off-site Master Plan water service improvements shall be the responsibility of the developer.

Potable water improvements to be constructed in order to serve the CenterPark Specific Plan will consist of the following: a 16-inch water main on Campus Avenue, from Eucalyptus Avenue to the northerly boundary of CenterPark, a 12-inch water main on Bon View Avenue, from Eucalyptus Avenue to the northerly boundary of CenterPark, a 16-inch water main on Walker Avenue, from Eucalyptus Avenue to Ontario Ranch Road, a 16-inch water main on Ontario Ranch Road, from Walker Avenue to Campus Avenue, and a 30-inch master planned water line on Grove Avenue.

The Required Potable Water Infrastructure is subject to change based upon findings of City approved hydraulic studies, master plan updates, and project final designs. Any existing utilities, including IEUA mains, that do not meet minimum depths, standard alignment locations, and/or minimum horizontal and vertical separation requirements shall be subject to relocation/replacement by the developer(s) of the Specific Plan.

Other elements of the Phase 2 Water System are shown on **Figure 5-14, Conceptual Potable Water System**. The elements shown north of Chino Avenue will be constructed by others. The balance of Phase 2 Water System will be completed as required by future development of Ontario Ranch. The Project will be required to participate in the future Phase 2 Water System improvements, as detailed in the development agreements with the City.

Phase 2 Water Improvements are required to support all development in the west side of Ontario Ranch including this Specific Plan area, therefore this project is required to participate financially in the Phase 2 Water Improvements. Depending on construction timing of this Specific Plan area in relation to the construction of the rest of the development in the west side of Ontario Ranch, completion of Phase 2 Water Improvements may be required prior to the completion of this Specific Plan area construction.

Master planned potable water main lines serving the development, as identified in the Specific Plan, shall be constructed prior to issuance of building permits.

For wells found within the Specific Plan area, see Section 3.7.

Within the CenterPark Specific Plan, a network of 8-inch and 12-inch water lines will be constructed to serve each neighborhood. All on-site intract improvements are required to have hydraulic studies to determine infrastructure improvements needed to support each area and shall be at the responsibility of the developer. Any changes in land use not limited to units, density, or intensity, that are not previously accounted for, shall trigger a revised updated hydraulic study and any new findings of infrastructure improvements needed are required at the responsibility of the developer. The proposed on-site water system sizing is subject to the hydraulic criteria in the City's Water and Sewer Design Guidelines and future hydraulic studies at the time of development. The conceptual public potable water system is illustrated on **Exhibit 5-14, Conceptual Potable Water System**.

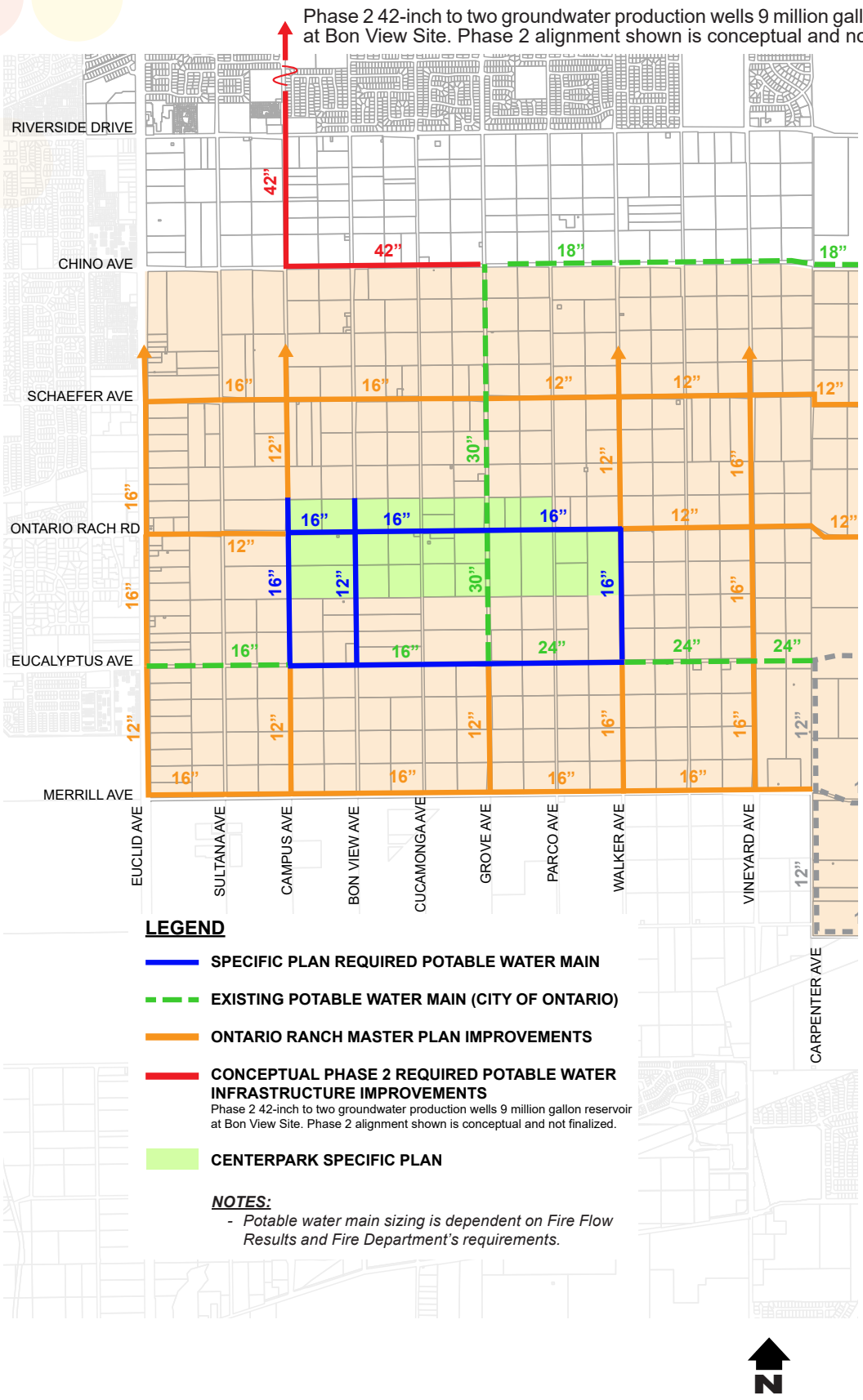
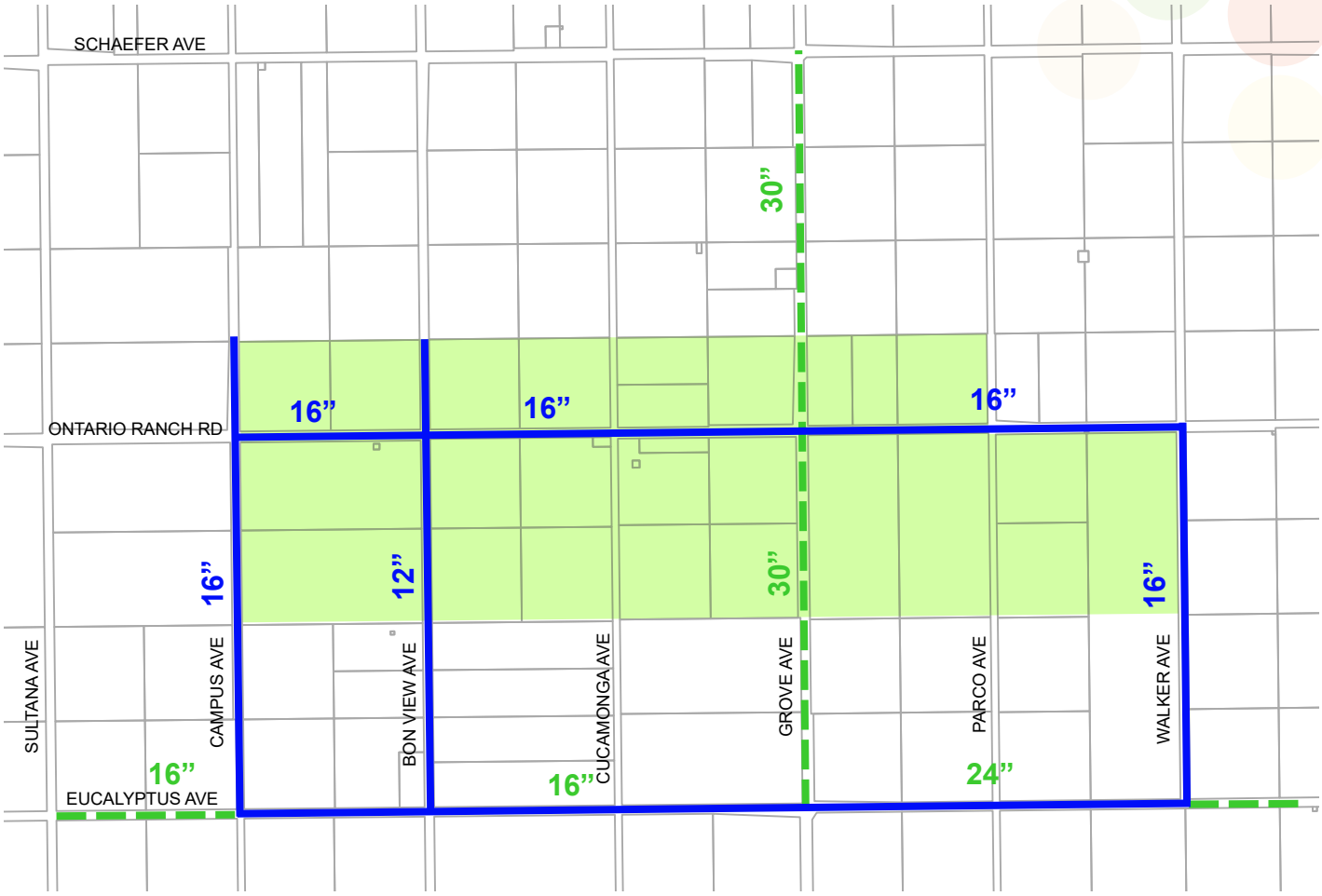


EXHIBIT 5-13 CONCEPTUAL POTABLE WATER PLAN



LEGEND

- **SPECIFIC PLAN REQUIRED POTABLE WATER MAIN**
- **EXISTING POTABLE WATER MAIN (CITY OF ONTARIO)**
- **CENTERPARK SPECIFIC PLAN**

N

NOTES:

- *Potable water main sizing is dependent on Fire Flow Results and Fire Department's requirements.*

EXHIBIT 5-14 CONCEPTUAL POTABLE WATER SYSTEM

5.4 RECYCLED WATER PLAN

Recycled water for the project site will be supplied by IEUA's existing recycled water infrastructure as presented in the City's Recycled Water Master Plan. The master planned 930 Pressure Zone 30-inch recycled water system exists in Bon View Avenue and Eucalyptus Avenue and Ontario Ranch Road and shall service the development of CenterPark.

The developer of CenterPark will construct all recycled water lines required to serve the project site. The off-site improvements include the construction of the 930 ft. Pressure Zone master planned recycled water system consisting of an optional 8-inch main in Campus Avenue from the northern to southern Specific Plan boundaries, if required to support development of parcels not fronting a master planned recycled water main, an 8-inch main in Bon View Avenue from the northern Specific Plan boundary to Ontario Ranch Road, an 8-inch main in Grove Avenue from the northern to southern Specific Plan boundaries, an 8-inch main in Walker Avenue from Ontario Ranch Road, and a 12-inch main in Ontario Ranch Road from Campus Avenue to Bon View Avenue. The off-site recycled water line locations are shown on **Exhibit 5-15, Conceptual Recycled Water Plan**.

The required Recycled Water Infrastructure is subject to change based upon findings of City approved hydraulic studies, master plan updates, and project final designs. Any existing utilities, including IEUA mains, that do not meet minimum depths, standard alignment locations, and/or minimum horizontal and vertical separation requirements shall be subject to relocation/replacement by the developer(s) of the Specific Plan.

Within the project site, 8-inch recycled water mains are proposed to serve the site. The CenterPark Specific Plan shall comply with City Ordinance 2689 and make use of recycled water for all approved uses, including but not limited to the irrigation of parks, street parkway landscaping, recreational trails, private pocket parks and any other HOA maintained common areas. The developer shall prepare and secure approval of an Engineering Report from the City of Ontario and State Department of Drinking Water Agency prior to the use of recycled water. Sizing of the on-site public recycled water system is subject to the hydraulic criteria in the City's Water and Sewer Design Guidelines.

The developer of the Specific Plan is required to obtain approvals from IEUA to construct the reclaimed water lines to serve the project, including the regional connections outlined in the CenterPark Specific Plan and additional regional connections as required for the median within Ontario Ranch Road and to support development not fronting a City recycled water main.

The conceptual recycled water system is illustrated on **Exhibit 5-16, Conceptual Recycled Water System**.

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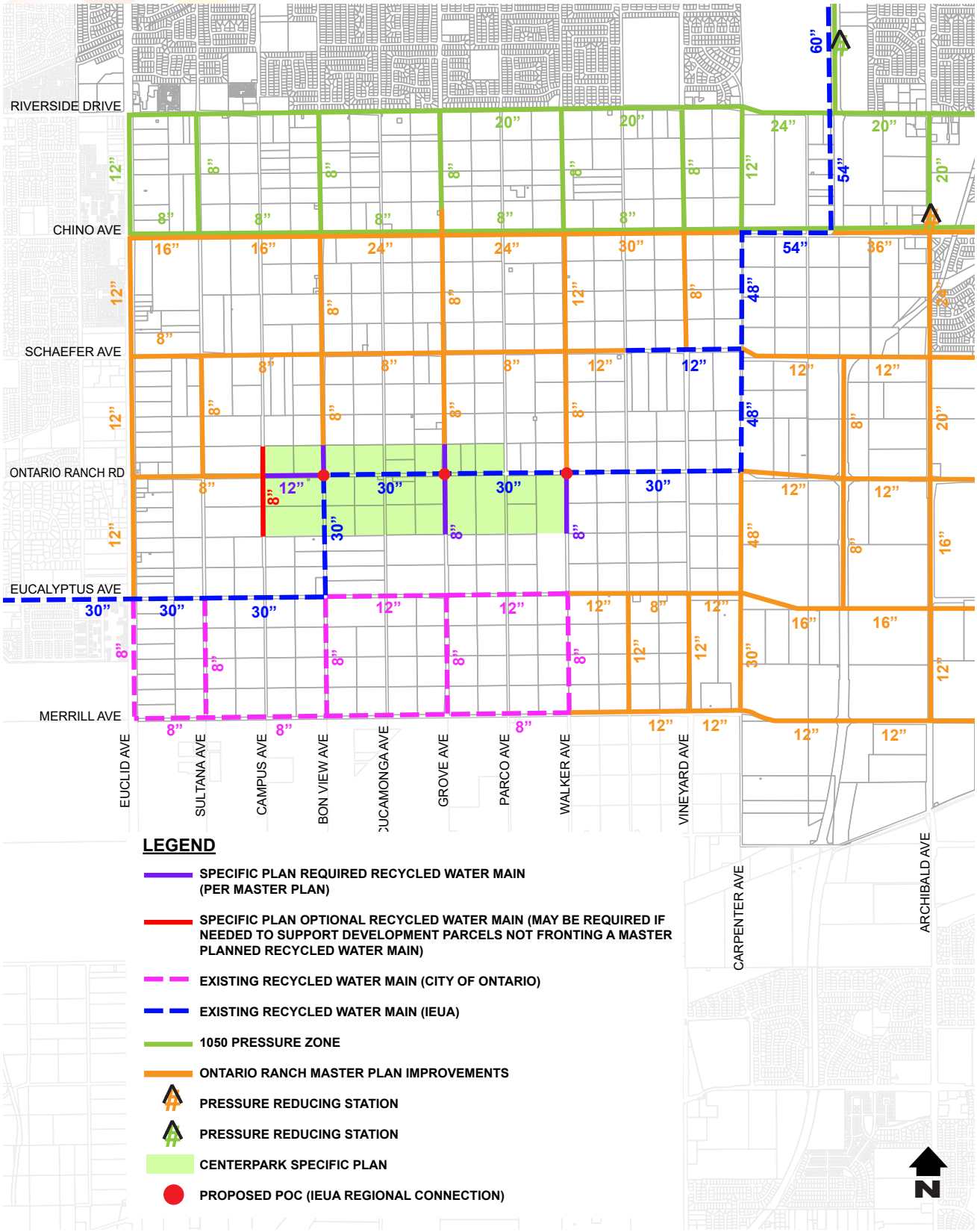


EXHIBIT 5-15 CONCEPTUAL RECYCLED WATER PLAN



LEGEND

- SPECIFIC PLAN REQUIRED RECYCLED WATER MAIN (PER MASTER PLAN)
- SPECIFIC PLAN OPTIONAL RECYCLED WATER MAIN (MAY BE REQUIRED IF NEEDED TO SUPPORT DEVELOPMENT PARCELS NOT FRONTING A MASTER PLANNED RECYCLED WATER MAIN)
- EXISTING RECYCLED WATER MAIN (CITY OF ONTARIO)
- EXISTING RECYCLED WATER MAIN (IEUA)
- CENTERPARK SPECIFIC PLAN
- PROPOSED POC (IEUA REGIONAL CONNECTION)

N

EXHIBIT 5-16 CONCEPTUAL RECYCLED WATER SYSTEM

5.5 SEWER PLAN

Sewer service for CenterPark will be provided by the City of Ontario. Off-site sewer improvements to serve the Specific Plan area will be implemented according to the most current version of the City's Sewer Master Plan. The City's Sewer Master Plan identifies sewer service to be provided by the existing sewer lines in Eucalyptus Avenue. The mains are in the intersections at Eucalyptus Avenue and Campus Avenue, Bon View Avenue, Grove Avenue and Walker Avenue. Any existing sewer mains not yet accepted by the City that are downstream of CenterPark are required at the responsibility of the developer to support the development of CenterPark.

Sewer Infrastructure improvements to be constructed to serve the CenterPark Specific Plan will consist of the following: 15-inch sewer main in Campus Avenue from the existing point of connection to the northern Specific Plan boundary, 18-inch in Bon View Avenue from the existing point of connection to the northern Specific Plan boundary, 21-inch in Grove Avenue from the existing point of connection to the northern Specific Plan boundary, and 21-inch in Walker Avenue from the existing point of connection to Ontario Ranch Road.

The required Sewer Infrastructure is subject to change based upon findings of City approved hydraulic studies, master plan updates, and project final designs. Any existing utilities, that do not meet minimum depths, standard alignment locations, and/or minimum horizontal and vertical separation requirements shall be subject to relocation/ replacement by the developer(s) of the Specific Plan.

Within CenterPark, a series of a minimum of 8-inch sewer mains are proposed to serve the residential development. Construction of the on-site and off-site sewer improvements shall be the responsibility of the developer. The proposed on-site public sewer system sizing is subject to the hydraulic criteria in the City's Water and Sewer Design Guidelines.

All on-site intract improvements are required to have a SSAMP to determine infrastructure improvements needed to support each area and shall be at the responsibility of the developer. Any changes in land use not limited to units, density, or intensity, that are not previously accounted for or changes in sewer tributary boundaries shall trigger a revised updated SSAMP and any new findings of infrastructure improvements needed are required at the responsibility of the developer.

Master planned sewer main lines serving, surrounding and within the Specific Plan area, as identified in the adopted Sewer Master Plan shall be constructed prior to issuance building permits.
The conceptual sewer improvements are illustrated on **Exhibit 5-17, Conceptual Sewer Plan**, and on **Exhibit 5-18, Conceptual Sewer System**.

The off-site public sewer shall be designed to meet all applicable City standards and requirements and designed in such a way so that the proposed on-site private sewer improvements shall be designed to meet all applicable building and plumbing codes. CenterPark's sewer tributary areas shall be determined in conformance with the latest City Sewer Master Plan while accommodating the off-site and on-site sewer standards, codes, and requirements, etc. If CenterPark's sewer tributary areas need to be revised to allow the public or private sewer to meet applicable requirements, and a revised SSAMP supports the revised sewer tributary boundaries, as approved at the City's discretion, then Exhibit 5-18 shall be revised to reflect CenterPark's new sewer tributary boundaries.

Size will be determined during final design by hydraulic calculations through a Sewer Study or Sewer Sub-Area Master Plan (SSAMP) per City's most current Sewer Master Plan. All intact sewers need to do a SSAMP.

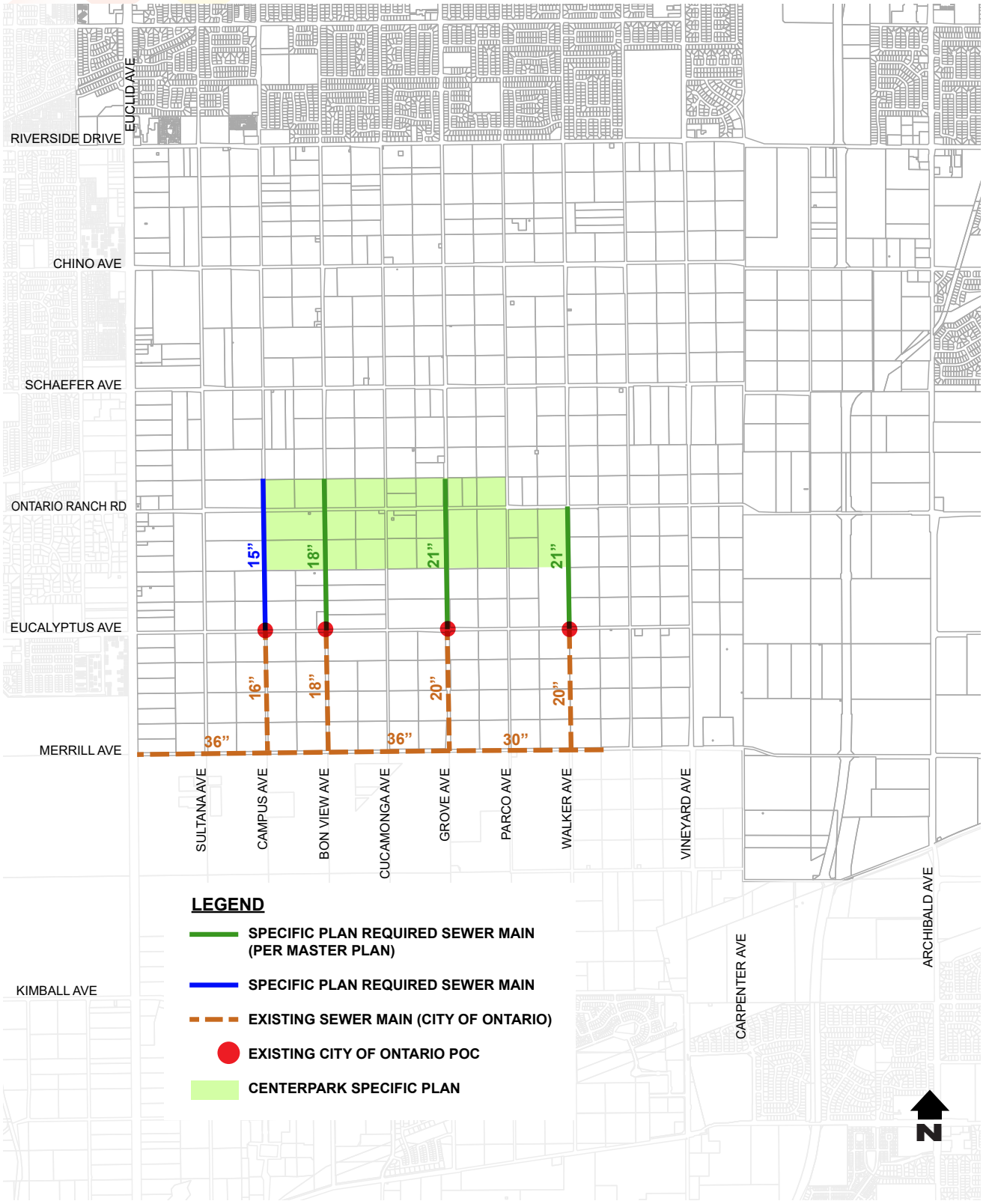


EXHIBIT 5-17 CONCEPTUAL SEWER PLAN



N

LEGEND

- **SPECIFIC PLAN REQUIRED SEWER MAIN (PER MASTER PLAN)**
- **SPECIFIC PLAN REQUIRED SEWER MAIN**
- **DIRECTION OF SEWER FLOWS WITHIN SEWER TRIBUTARY AREA**
- **CENTERPARK SPECIFIC PLAN**

NOTES:

- *Colors show tributary areas.*

EXHIBIT 5-18 CONCEPTUAL SEWER SYSTEM

5.6 DRAINAGE

For the eastern portion of the proposed development, the CenterPark will construct a master planned storm drain line in Grove Avenue starting with a 96-inch line from the SCE easement north of Ontario Ranch Road to the intersection of Grove Avenue and Ontario Ranch Road, and a 108-inch storm drain line from the intersection of Grove Avenue and Ontario Ranch Road south to Eucalyptus Avenue and a 108-inch storm drain line in Walker Avenue from the intersection of Walker Avenue and Ontario Ranch Road south to Eucalyptus Avenue.

For the western portion of the proposed development, the CenterPark will construct a master planned storm drain line in Bon View Avenue starting with a 78-inch storm drain line from the SCE easment north of Ontario Ranch Road to the intersection of Bon View Avenue and Ontario Ranch Road, and a 96-inch storm drain line from the intersection of Bon View Avenue and Ontario Ranch Road south to Eucalyptus Avenue and a 60-inch storm drain line in Campus Avenue from the intersection of Campus Avenue and Ontario Ranch Road south to Eucalyptus Avenue.

The City's Storm Drain Master Plan identifies storm drain improvements to serve the project site. Completion of these Master Plan improvements will provide permanent storm drain service to the project. That portion of the Master Plan storm drain system that lies within the project site will be constructed as part of the development of the project. The size and location will be based on the Approved Master Plan of Drainage. The City of Ontario Master Plan storm drain improvements are illustrated on **Exhibit 5-19, Conceptual Drainage Plan**.

On-site storm drains will be sized and constructed to convey the on-site flows to the proposed Master Plan system. The size and location of proposed on-site storm drains may change based on final design. Interim detention basins are not proposed and are not allowed by the City. The developer is required to construct the ultimate storm drain improvements as identified on the Master Plan of Drainage. The Master Plan of Drainage for CenterPark is illustrated in **Exhibit 5-20, Conceptual Storm Drain Improvements**.

If at the time of construction, Line I in Euclid Avenue in the City of Chino has not been constructed, the developments tributary to this line will need to detain their runoff to 80% of the pre-development flows.

5.6.1 NPDES Compliance

The grading and drainage of the Specific Plan area shall be designed to incorporate the treatment of surface runoff, to retain and infiltrate the Design Capture Volumes (DCV) to comply with the requirements of the San Bernardino County NPDES Storm Water Program. These DCV may be directed to underground storage/infiltration chambers beneath parklets and paseos for infiltration into the ground where site soils do not provide adequate infiltration or other means to control drainage.

Low Impact Development (LID) Site Design Best Management Practices (BMPs) will be implemented in accordance with the selection criteria and other requirements outlined in the San Bernardino County NPDES Storm Water Program's current Water Quality Management Plan (WQMP) as well as the City of Ontario's Water Quality Management Plan requirements. Appropriate pre-treatment BMPs, such as baffle boxes, filters or surface forebays, etc. can be installed upstream of underground storage/infiltration chambers to collect sediments and minimize deposition of sediments in the infiltration zone. The NPDES Areawide Stormwater Program requires the preparation of project specific WQMP.

The objective of the WQMP for the project is to minimize the detrimental effects of urbanization on the beneficial uses of receiving waters, which includes effects caused by increased pollutants and changes in hydrology. These effects shall be minimized through the implementation of on-site and off-site Low Impact Development (LID) Site Design Best Management Practices (BMPs) that provide appropriate treatment of the DCV.

In addition, Non-Structural and Structural Source Control Best Management Practices (BMPs), shall also be implemented and documented in the project's approved Water Quality Management Plan and Erosion Control with Grading Plan to reduce pollutant generation and transport from the project site.

Prior to the issuance of grading or construction permits for any parcel or area that disturbs 1 acre or more of land, within the CenterPark Specific Plan area, Erosion/Sediment Control Plans and Storm Water Pollution Prevention Plans (SWPPP) shall be prepared. The SWPPP shall be prepared to comply with California State Water Resources Control Board's (State Water Board) current "General Permit to Discharge Storm Water Associated with Construction Activity" and current "Area Wide Urban Storm Water Runoff" (Regional NPDES) Permits. The SWPPP shall identify and detail all appropriate Best Management Practices (BMPs) to be implemented or installed during construction of the project. In addition to the preparation of a construction SWPPP, any tract map or project that disturbs 1 acre or more of land area shall be required to obtain coverage under the State Water Board's General Permit to Discharge Storm Water Associated with Construction Activity and show evidence of permit coverage to the City of Ontario, prior to the issuance of any grading or construction permits.

NPDES BMPs are not allowed within public right-of-way. All BMPs shall be installed on site and maintained by the HOA. All Priority Land Use (PLU) areas within the Specific Plan Area shall comply with the statewide Trash Provisions adopted by the State Water Resources Control Board (SWRCB) and Trash Requirements in the most current San Bernardino County Area-Wide MS4 Permit.

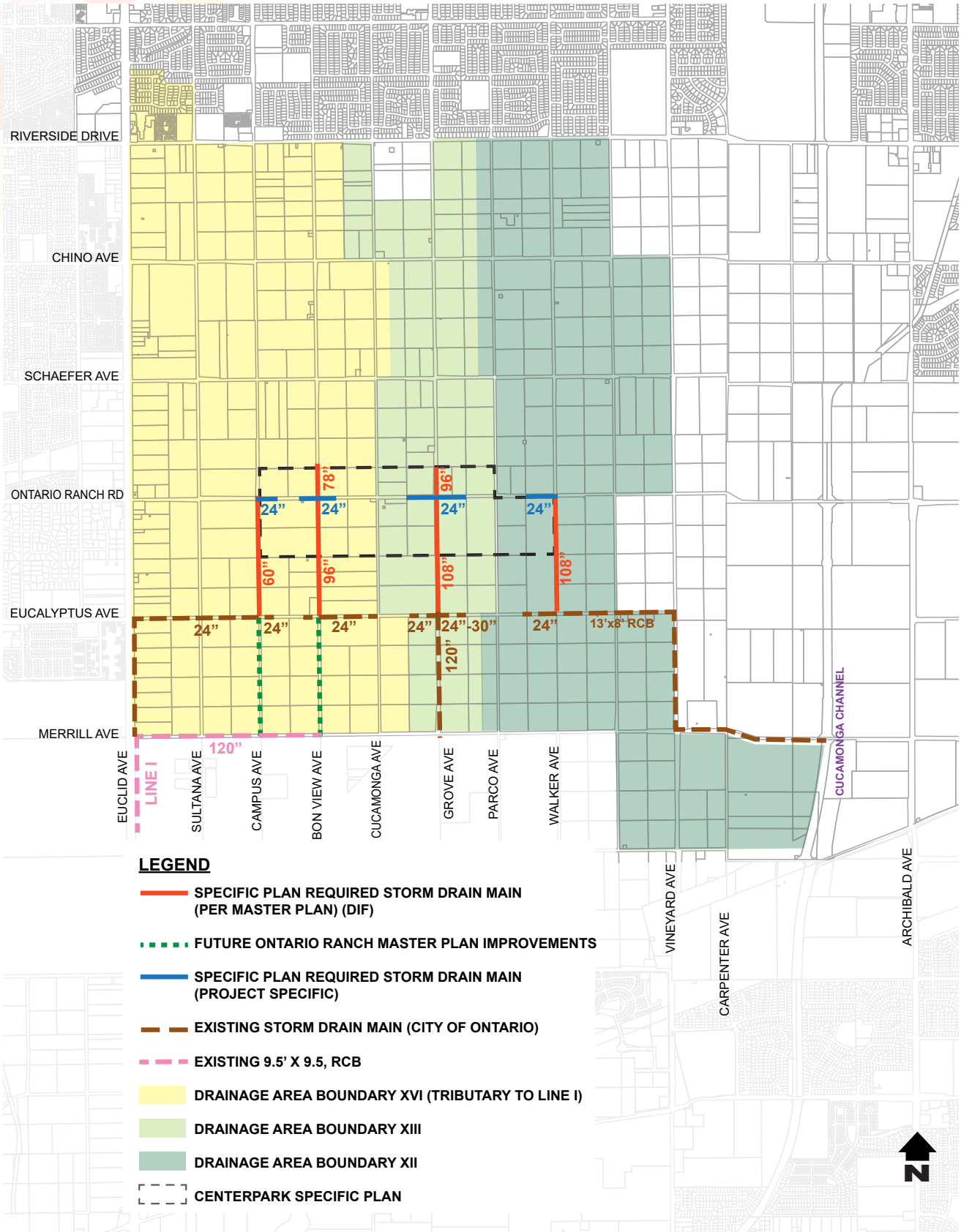
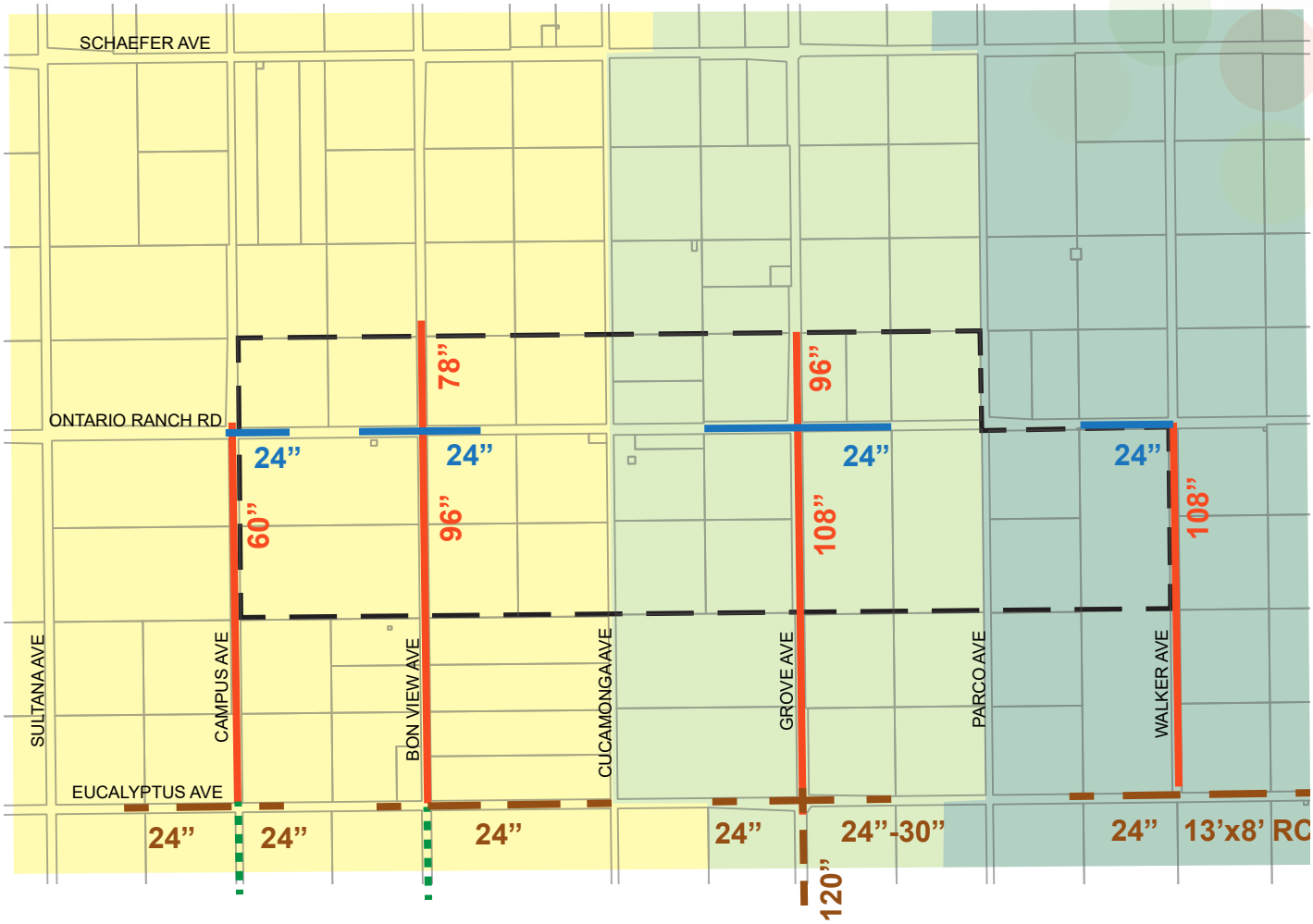


EXHIBIT 5-19 CONCEPTUAL DRAINAGE PLAN



LEGEND

- SPECIFIC PLAN REQUIRED STORM DRAIN MAIN (PER MASTER PLAN) (DIF)
- FUTURE ONTARIO RANCH MASTER PLAN IMPROVEMENTS
- SPECIFIC PLAN REQUIRED STORM DRAIN MAIN (PROJECT SPECIFIC)
- EXISTING STORM DRAIN MAIN (CITY OF ONTARIO)
- DRAINAGE AREA BOUNDARY XVI (TRIBUTARY TO LINE I)
- DRAINAGE AREA BOUNDARY XIII
- DRAINAGE AREA BOUNDARY XII
- CENTERPARK SPECIFIC PLAN

N

EXHIBIT 5-20 CONCEPTUAL STORM DRAIN IMPROVEMENTS

5.7 FIBER OPTICS

The proposed backbone street fiber optics (conduits, tracer wire, handholes and fiber) will be placed underground within a duct and structure system to be installed by the developer in a joint trench, as illustrated in **Exhibit 5-21, Fiber Optic Master Plan**. In-tract fiber and conduit shall be installed per the In-Tract Fiber Optic Design Guidelines. Maintenance of the installed system will be the responsibility of the City/Special District. Development of the project requires the installation of all fiber optic infrastructure and peripheral equipment necessary to service the project as a stand-alone development.

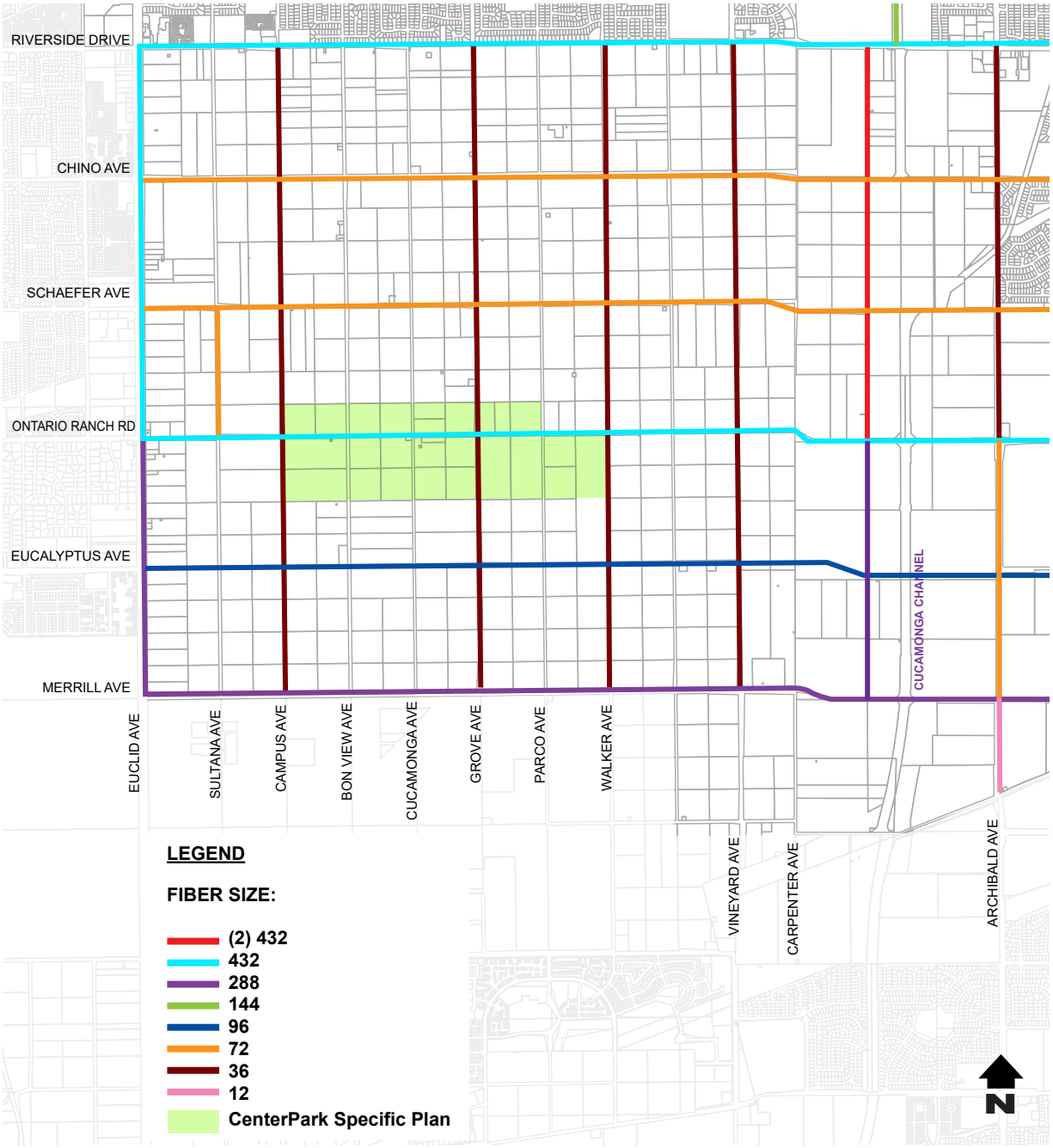


EXHIBIT 5-21 FIBER OPTIC MASTER PLAN

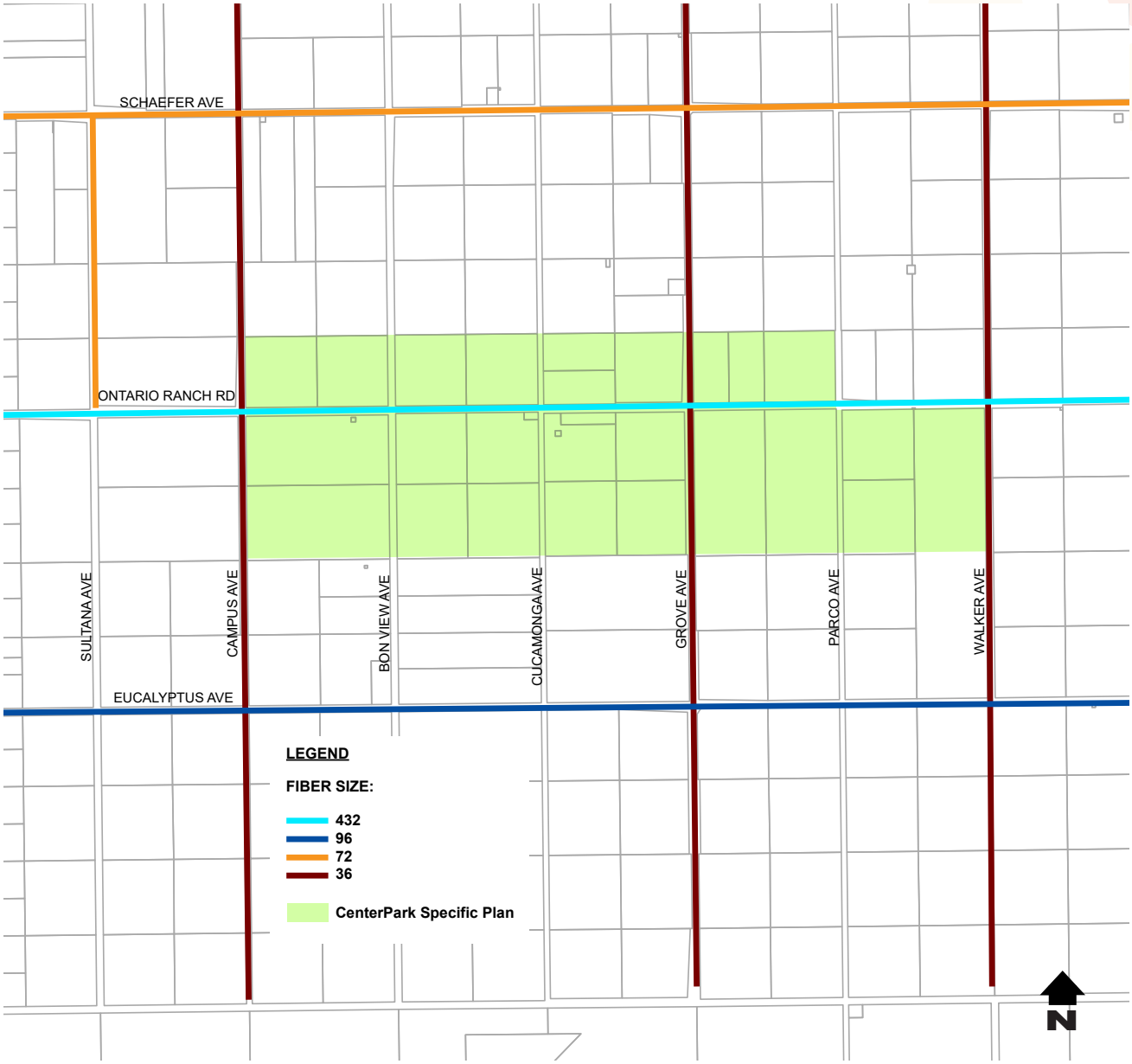


EXHIBIT 5-22 FIBER OPTIC PLAN

5.8 GRADING CONCEPT

The project site generally slopes to the south at approximately 1.0% to 2.0%. The grading activities for CenterPark will generally consist of clearing and grubbing, demolition of existing structures and moving surface soils to construct building pads and streets. Where slope conditions are present, the project lot line shall be located at the top of a slope. Dwelling units and structures adjacent to the sloped areas should be sited to:

- Use the natural ridge as a backdrop for structures;
- Use landscape plant materials as a backdrop; and
- Use structures to maximize concealment of cut slope. If retaining walls are required, the following criteria shall be used:
  - Exposed walls and fences facing roadways shall be no greater than 3 ft. retaining in height (9 ft. total wall), except as necessary for acoustical purposes as identified by the EIR or as required as a condition of approval.
  - Where retaining walls or fences face roadways, they shall be built of decorative materials consistent with the wall theme of the neighborhood.

The Conceptual Grading Plan, as illustrated in **Exhibit 5-23, Conceptual Grading Plan**, provides a balance of cut/fills for the project. Grading plans for each tract within the project shall be reviewed and approved by the City of Ontario Building, Planning and Engineering Departments prior to the issuance of grading permits. All grading plans and activities shall conform to the City's grading ordinance and dust and erosion control requirements.

All landscape areas adjacent to streets, including medians, parkways and neighborhood edges, in the Specific Plan area, shall be finish graded, at a minimum of 1-inch to 2-inch below top-of-curb or sidewalk finish surface, for conservation of irrigation water and increased retention of rainwater runoff. To the maximum extent practicable, all landscaped areas within the project shall be graded as swales and designed to accept runoff water from impervious surfaces.



LEGEND

DIRECTION OF GRADE

CENTERPARK SPECIFIC PLAN

N

EXHIBIT 5-23 CONCEPTUAL GRADING PLAN

5.9 SCHOOLS

The CenterPark Specific Plan is within the school districts of the Chino Valley Unified School District.

Chino Valley Unified School District will serve the school age needs of grades K–12, for the Specific Plan area. The nearest Chino Valley Unified School District elementary school location, within the vicinity of the CenterPark Specific Plan, is Dickey Elementary School, located at 2840 Parco Avenue. The nearest Chino Valley Unified School District middle school location is Woodcrest Junior High School, located at 2725 South Campus Drive. The nearest Chino Valley Unified School District high school location is Chino High School, located at 5472 Park Place, in the city of Chino.

Chino Valley has one high school called Chino High School within the vicinity of the CenterPark Specific Plan located at 5472 Park Place, in the city of Chino.

Development of the project will generate an estimated student population as described in **Table 5-1** below, based on the student generation numbers supplied by the City of Ontario. The project developer shall be required to pay school fees to mitigate school impacts as required by the State of California.

TABLE 5-1 STUDENT POPULATION

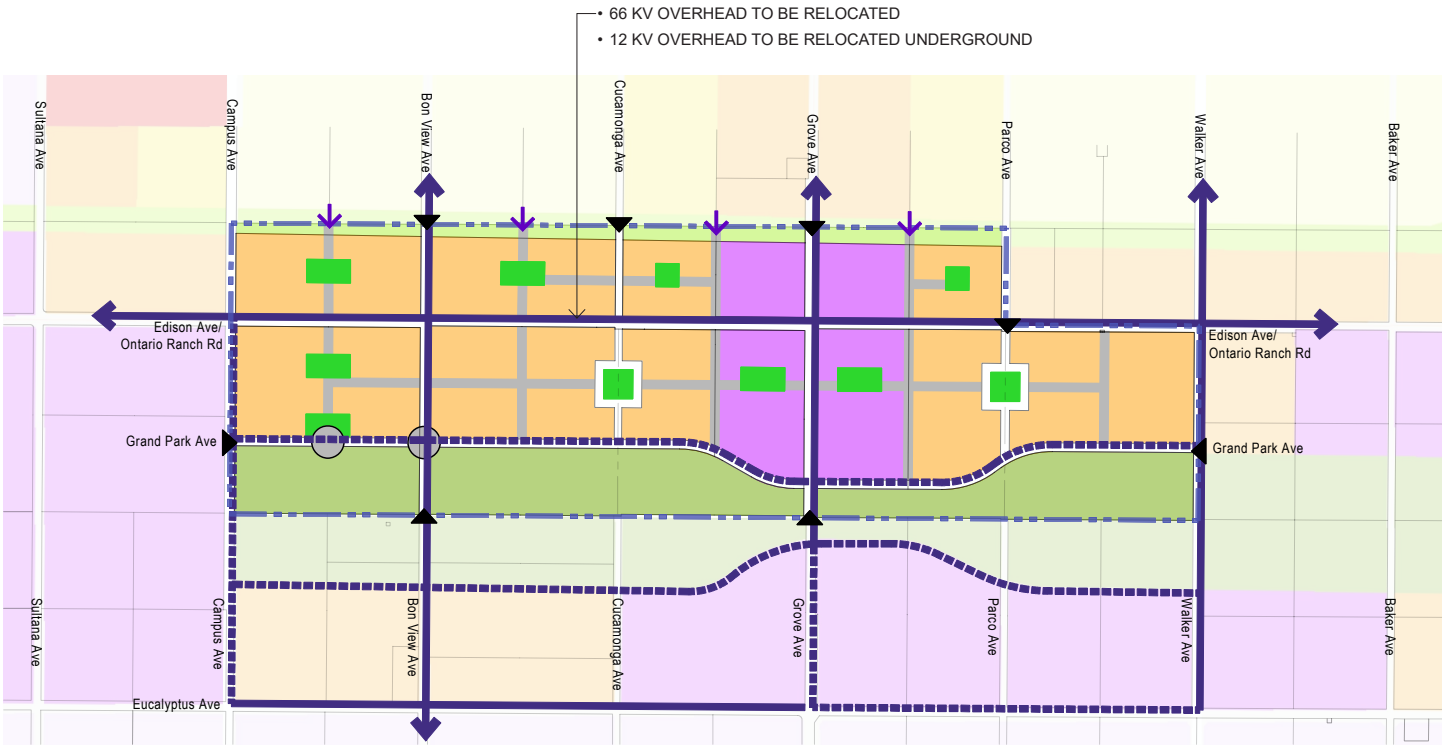
Grades K-5	Grades 6-8	Grades 9-12
Generation Factor 0.38/D.U.	Generation Factor 0.22/D.U.	Generation Factor 0.20/D.U.
0.38 x 4,293 = 1,631	0.22 x 4,293 = 945	0.20 x 4,293 = 859

5.10 NATURAL GAS

The Gas Company will provide natural gas to the project site and install gas mains to the project site as necessary.

5.11 ELECTRICITY

Southern California Edison Company (SCE) currently provides electrical service in the area. All new lines and all existing lines within the project less than 34.5 kV, shall be placed underground by the developer according to City of Ontario requirements and in accordance to City of Ontario undergrounding Ordinance.



SPECIFIC PLAN BOUNDARY

FULL ACCESS

POTENTIAL ACCESS POINT

12 KV OVERHEAD TO BE RELOCATED UNDERGROUND

12 KV UNDERGROUND TO BE ADDED

PUBLIC STREET

BACKBONE PRIVATE STREET

NEIGHBORHOOD PARK (CONCEPTUAL LOCATION)

ROUND-A-BOUT (CONCEPTUAL LOCATION)

N

EXHIBIT 5-24 EXISTING ON-SITE FACILITIES

5.12 SOLID WASTE DISPOSAL

CenterPark shall follow the City of Ontario's latest "Solid Waste Department Refuse and Recycling Planning Manual". City crews, through the Ontario Municipal Utilities Company, will provide solid waste collection and disposal service for the project. The project will participate in City sponsored recycle programs and diversion of special wastes such as tires and construction materials. Provisions for solid waste and recycling for the project are as follows:

- Residential – For curbside automated container service, developer shall comply with Municipal Code Section 6-3.308.9(a) and (d), Residential Receptacles, Placement.
- Recycling Requirements – The developer shall comply with Municipal Code Article 6 Recycling Requirements for Special Business Activity, Section 6-3.601 Business Recycling Plan and Section 6-602 Construction and Demolition Recycling Plan.
- Site Improvement Plans shall follow the City of Ontario refuse collection standards.
- Community trash enclosures ("dumpsters") may be utilized, dependent upon housing product types/ orientation.

SECTION 6: DEVELOPMENT REGULATIONS

6.1 INTRODUCTION

The provisions contained herein shall regulate design and development within the CenterPark Specific Plan. The regulations contained herein provide for the development of all land use categories with development regulations established for residential uses, commercial uses, recreational facilities, and landscaping.

6.2 DEFINITION OF TERMS

The meaning and construction of words, phrases, titles and terms shall be the same as provided in the City of Ontario Development Code Article 2, "Definitions", unless otherwise specifically provided for herein. The definitions of residential types shall be those defined in *Section 4, Land Use Plan* of the CenterPark Specific Plan within the discussion of each respective residential type. The definition of architectural and design terms shall be the same as those provided in the City of Ontario Development Code.

6.3 APPLICABILITY

The development regulations contained herein provide specific land use development standards for the project. Regulations address residential development and provide for general landscaping regulations. Application of the following regulations is intended to encourage the most appropriate use of the land, ensure the highest quality of development and protect the public health, safety and general welfare. Whenever the provisions and development standards contained herein conflict with those contained in the City of Ontario Development Code, the provisions of the CenterPark Specific Plan shall take precedence. Where the CenterPark Specific Plan is silent, City of Ontario codes shall apply. All architectural and landscape improvements shall be consistent with the Design Guidelines contained in *Section 7, Design Guidelines* of the CenterPark Specific Plan. All architectural and landscape plans shall be submitted to the City for approval.

6.4 ADMINISTRATION

The CenterPark Specific Plan is adopted by ordinance and serves to implement the City of Ontario General Plan (TOP) as well as the zoning for the Specific Plan area. The CenterPark Specific Plan addresses general provisions, permitted uses, development standards and design guidelines. The CenterPark Specific Plan Development Regulations address general provisions, permitted uses and development standards for the community. The Specific Plan has been prepared in conformance with the Goals and Polices of the City's Policy Plan as outlined in *Section 9, General Plan Consistency*.

6.5 GENERAL SITE DEVELOPMENT CRITERIA

The following general site development criteria shall apply to all development projects within CenterPark:

1. **Gross Acres** – Except as otherwise indicated, gross acres for all development areas are measured to the centerline of streets.

2. **Adjusted Gross Acres** – For the purpose of determining the proposed intensity of land uses, adjusted gross acres for all development areas are measured outside of the City's ultimate street ROW and adjoining neighborhood edge as required by the City.

3. **Building Modification** – Building additions and/or alterations permitted by the CenterPark Specific Plan shall match the architectural style of the primary unit and shall be constructed of the same materials, details and colors as the primary unit.

4. **Density Transfer** – The CenterPark Specific Plan allocates a target number, type and density of units to each Planning Area as indicated in the **Table 4-1, Land Use Summary**, in *Section 4* of the Specific Plan. Variations in the number and density of dwelling units within each residential Planning Area may occur at the time of final design of the Planning Area depending upon the residential type identified for development. Increases in the number of residential units, up to a maximum of fifteen percent (15%), are permitted among the residential Planning Areas within the project, subject to approval by the City of Ontario and upon agreement of each respective property owner or developer, provided the overall total number of units established for the CenterPark Specific Plan is not exceeded.

5. **Grading** – Development within the project site shall utilize grading techniques as approved by the City of Ontario. Grading concepts shall respond to the design guidelines included in the CenterPark Specific Plan which guide the development of land use toward the goal of providing for a livable community with streets and entries designed for walking and resident interaction.

6. **Maximum Number of Dwelling Units** – The maximum number of residential dwelling units permitted within the CenterPark Specific Plan is 4,293.

7. **Solid Waste/Recycling** - Development within the project shall comply with City requirements for the provision and placement of solid waste and recycling receptacles.

8. **Technology** – All homes and businesses shall accommodate modern technology for internet access, phone, fax, and television. Broadband fiber optics cable will be installed on all peripheral street per the approved Broadband Master Plan, as defined by the City Standards.

9. **Utilities** – All new and existing public utility distribution lines of 35.5 kV or less shall be subsurface throughout the CenterPark Specific Plan.

10. **Best Management Practices** – Development of storm water runoff improvements within the CenterPark Specific Plan shall adhere to currently adopted Best Management Practices (BMP's). The Site Design BMP's may include, but not be limited to, creating landscape strips and landscaped setback areas that can be graded and depressed to retain and infiltrate irrigation water and runoff from smaller storm events, drain rooftops into rain gutters which would drain into an area of porous subgrade and depressing the park areas to provide storm water infiltration and water quality treatment. Common area landscaping and parks shall be designed to function as a series of shallow storm water treatment basins and infiltration zones for storm water runoff from surrounding areas wherever moderately well-draining soils exist.

6.6 PERMITTED USES AND RESIDENTIAL DEVELOPMENT STANDARDS

6.6.1 Permitted Uses

Any land use that is not listed in the CenterPark Specific Plan shall be considered a prohibited land use. Land uses that are similar to one or more of the uses listed below but are not expressly stated as a Permitted or Conditionally Permitted use may be allowed subject to the approval of the Planning Director of the City of Ontario.

Permitted and Conditionally Permitted Land Uses within the Mixed-Use District and Residential Planning Areas of the CenterPark Specific Plan are described in **Table 6-1, Allowable Land Uses**.

Uses allowed within the Residential Planning Areas of the CenterPark Specific Plan include a variation of residential densities and uses consistent with the City of Ontario General Plan (TOP).

Permitted Uses are allowed by right and may be developed as the primary land use without additional discretionary approval subject to the development standards and guidelines outlined in the Specific Plan.

Conditionally Permitted Uses are allowed subject to the approval of a Conditional Use Permit (CUP) from the City of Ontario.

Allowed Uses include the development of residential single-family detached dwelling units including conventional, traditional and cluster detached housing types, and single-family attached and multi-family dwelling units that include townhomes, duplexes, triplexes, apartments and other attached housing types. Providing a variety of home types allows homeowners the opportunity to move up within the community as their lifestyles and needs change over time.

Permitted and Conditionally Permitted Land Uses within the Residential Planning Areas of the CenterPark Specific Plan are described in **Table 6-1, Allowable Land Uses**. Additional Land Uses within the Mixed-Use planning areas may be allowed subject to the approval by the Planning Director with an administrative minor Specific Plan amendment.

TABLE 6-1 ALLOWABLE LAND USES

LAND USE	MEDIUM DENSITY RESIDENTIAL	MIXED-USE DISTRICT
"**P**" = Permitted Land Uses "**C**" = Conditionally Permitted Land Uses "**A**" = Administratively Permitted Uses "**--**" = Prohibited Land Uses		
AGRICULTURAL USES		
Temporary and Interim Agricultural Uses	**P**	**P**
MANUFACTURING		
Artisan Crafts (Made by Hand) such as Glassworks, Jewelry and Pottery	**--**	**C**
HEALTH CARE AND SOCIAL ASSISTANCE		
Child Day Care Services (Commercial Facilities)	**--**	**P**
Urgent Care	**--**	**P**
COMMERCIAL USES		
INFORMATION		
Wireless Telecommunication Facilities	**--**	**C**
EATING AND DRINKING PLACES AND FOOD SERVICES		
Alcoholic Beverage Sales for Consumption on the Premises (includes all Retailer's On-Sale Licenses issued by the State of California Department of Alcoholic Beverage Control) as an Ancillary Use	**--**	**C**
Bakery Retail	**--**	**P**
Catering Services as an Ancillary Use	**--**	**C**
Coffee House/Cafe	**--**	**P**
Delicatessen/Cafeteria	**--**	**P**
Ice Cream Parlor	**--**	**P**
Restaurant, Family Full Service, Specialty and Fast Food	**--**	**P**
Restaurant		
- Without Drive-Thru	**--**	**P**
- With Drive-Thru	**--**	**C**
PERSONAL SERVICES		
Fitness and Recreational Sports Center		
Health Clubs	**--**	**P**
- Gross Floor Area less than 10,000 sq. ft.	**--**	**P**
- Gross Floor Area 10,000 sq. ft. or more	**--**	**C**
OFFICES		
Administrative and Support Services	**--**	**P**
General Offices	**--**	**P**
Government Offices	**--**	**P**
RETAIL		
Banks/Credit Unions/ATMs	**--**	**P**
Car Wash Full Service/Self-Service	**--**	**C**

LAND USE	MEDIUM DENSITY RESIDENTIAL	MIXED-USE DISTRICT
Commercial Recreation/Virtual Sports	--	C
Drug Store/Pharmacy as an Ancillary Use- no drive-thru	--	C
Electric Vehicle Charging Stations (Automobiles) as an Ancillary Use	--	C
Gas Station/Convenience Store (no Alcoholic Beverage Sales)	--	C
General Merchandise/Retail Store	--	P
Grocery Store/Health and Specialty Food Store	--	P
Hotels	--	C
Medical Clinic/Healthcare Center/Urgent Care	--	P
Places Of Worship	C	C
RESIDENTIAL USES		
Single-Family Detached /Attached / Multi-Family Residences		
- Single-Family Dwellings	P	P
- Attached and Detached Condominiums	P	P
- Townhomes	P	P
- Stacked Flats	P	P
- Multiple Family Dwellings/Apartments	P	P
Residential Community Care Facility (6 or Less)	P	P
Home Occupation	P	P
Public School K-12 in accordance with the City Development Code	P	P
Model Homes and temporary related Signage, Sales and Parking Facilities	A	A
Senior Center	C	C
Senior Housing	P	C
Convalescent Facility	C	C
Live/Work Units	C	C
Places of Public Assembly (including Places of Worship)	C	C
Residential Day Care Facilities serving up to 14 Children	P	P
Private Recreation	C	C
Single Room Occupancy (SRO) Facilities	--	C
Accessory Residential Structures		
- Accessory Dwelling Units	P	P
- Accessory Residential Structures (Includes Guesthouses, Garages, Carports, Garden and Tool Sheds and Other Ancillary Buildings and Structures determined appropriate by the Planning Director)	P	P
Animal Keeping		
- 4 or fewer Pets	P	P
Employee (Farmworker) Housing		
- 6 or fewer Employees	--	C

LAND USE	MEDIUM DENSITY RESIDENTIAL	MIXED-USE DISTRICT
Temporary Uses and Interim Uses		
Christmas Tree, Pumpkin and Similar Lots	--	**A**
Outdoor Displays	--	**A**
Parking Lot Sales	--	**A**
Street/Craft Fairs and Farmer's Markets	--	**A**
Temporary Structures	--	**A**
SPECIALTY USES		
Police Store Front/Sub Station/Fire Station/Emergency Services	--	**P**
Public Parks, Community Centers and Similar Facilities	--	**P**

6.6.2 Residential Development Standards

A variety of home types, composed of detached and attached residential buildings, are permitted within CenterPark. This variety optimizes a range of choices and a mix of homes within the community. Home types range from single-family detached residences and detached condominiums, to 5-story apartment buildings. Providing a variety of home types allows homeowners the opportunity to move up within the community as their lifestyles and needs change over time.

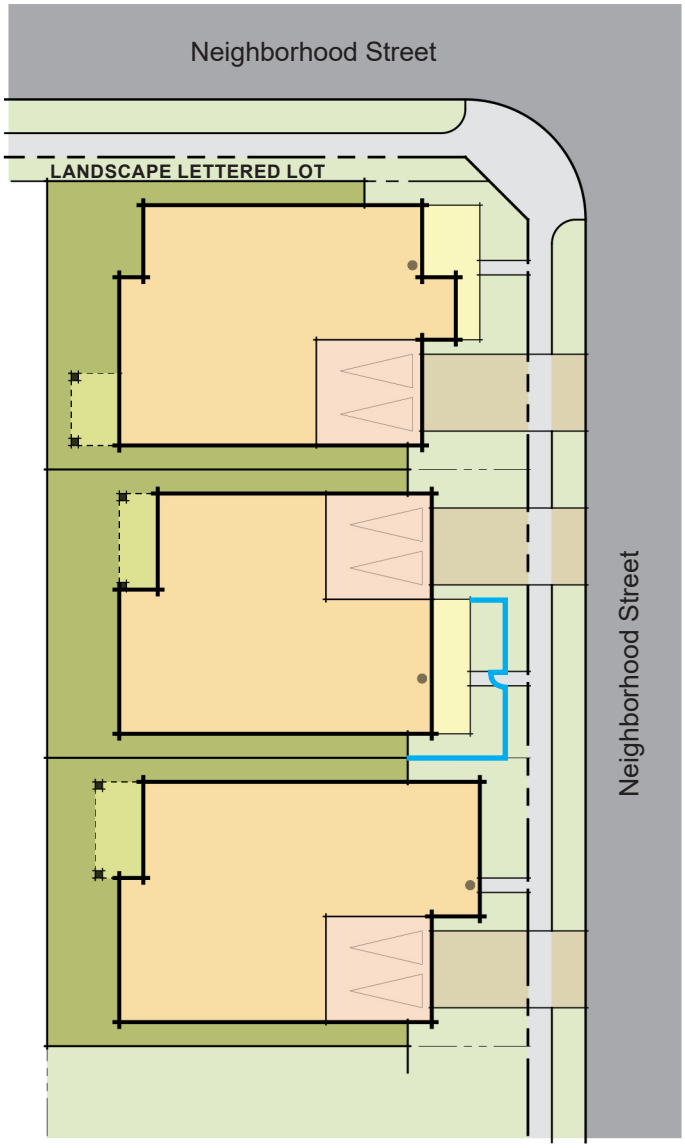
The following development standards for residential development establish the minimum criteria for the development within the CenterPark Specific Plan. The following exhibits depict the typical plotting for the anticipated detached and attached home types within the Specific Plan area.

Important to note: The following exhibits depict conceptual plotting only. The building footprints shown are not intended to represent actual floor plans or building configurations nor do they represent a comprehensive list of allowed home types.

The final product types within the Specific Plan area will be reviewed and determined at future TTM and Development Plan review

Additional residential designs that are consistent with the Specific Plan Development Standards and Design Guidelines may be approved by the City of Ontario Planning Director.

The development standards for residential development establish the minimum criteria within the CenterPark Specific Plan. Specific standards for each allowed building type are described in **Table 6-2, Residential Development Standards**.



NTS

DEVELOPMENT STANDARDS	DETACHED SFD
Lot Dimensions (Minimum)	
Net Lot Area	3,500 SF
Setback (Minimum) (1)	
Front Yard	10 ft.
Covered Porch	5 ft.
Low Wall (Front)	2.5 ft.
Front Facing Garage	18 ft.
Garage - Side Entry Door	10 ft.
Corner Side Yard (2)	10 ft.
Interior Side Yard	5 ft.
Rear Yard to Living	10 ft.
Rear Yard to Garage	4 ft.
Building Separation (Minimum)	
Living to Living	20 ft.
Side to Side (5)	8 ft.
Rear to Rear (Garage to Living)	14 ft.
Building Height (Maximum)	
Building Height	28 ft. (2S) 35 ft. (3S)
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	60%
Open Space Coverage (Minimum)	
Common Open Space Required	N/A
Private Open Space/Unit	250 SF
Maximum Wall and Fence Heights (3) (4)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from ROW/back of sidewalk.

(3) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(4) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

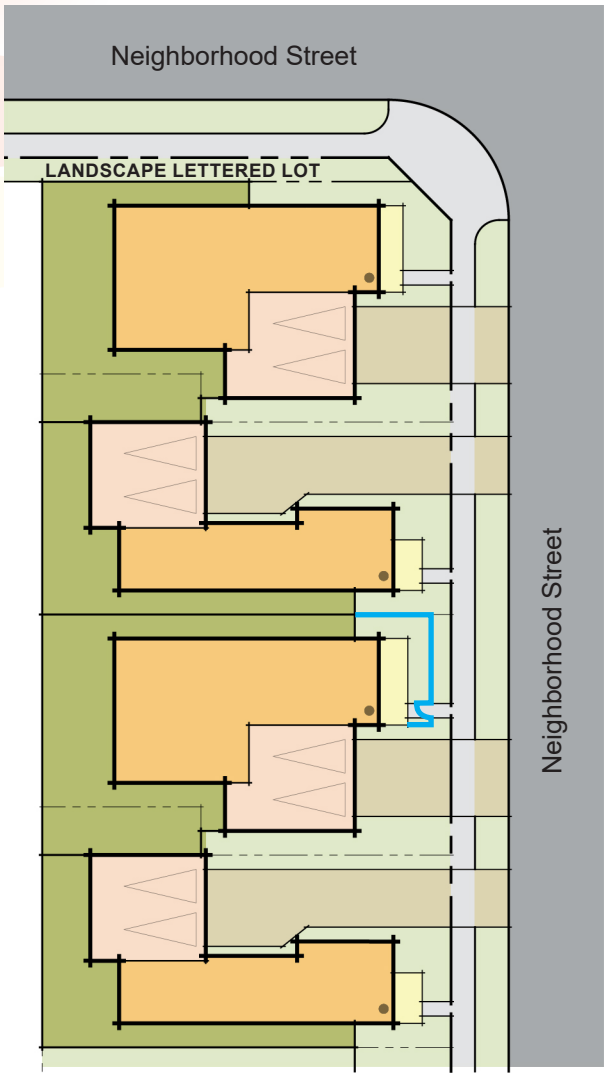
(5) Interior side yard setback may be reduced to 4 ft. in conditions where there is no side yard wall and the minimum usable side private yard area is 8 ft. min.

NOTE:
EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-1 CONVENTIONAL SFD



NTS

DEVELOPMENT STANDARDS	DETACHED SFD
Lot Dimensions (Minimum)	
Net Lot Area	2,500 SF
Setback (Minimum) (1)	
Front Yard	10 ft.
Covered Porch	5 ft.
Low Wall (Front)	2.5 ft.
Front Facing Garage	18 ft.
Garage - Side Entry Door	10 ft.
Corner Side Yard (2)	10 ft.
Interior Side Yard	N/A
Rear Yard to Living	10 ft.
Rear Yard to Garage	4 ft.
Building Separation (Minimum)	
Living to Living	20 ft.
Side to Side (5)	8 ft.
Rear to Rear (Garage to Living)	14 ft.
Building Height (Maximum)	
Building Height	28 ft. (2S) 35 ft. (3S)
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	60%
Open Space Coverage (Minimum)	
Common Open Space Required	N/A
Private Open Space/Unit	250 SF
Maximum Wall and Fence Heights (3) (4)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from ROW/back of sidewalk.

(3) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(4) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

(5) Interior side yard setback may be reduced to 4 ft. in conditions where there is no side yard wall and the minimum usable side private yard area is 8 ft. min.

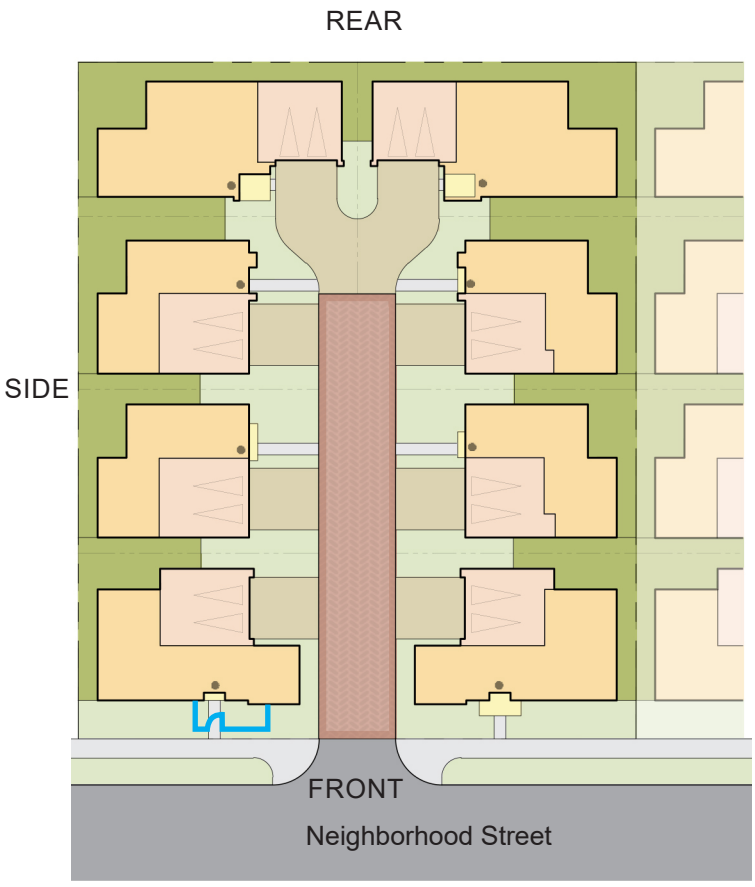
NOTE:

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LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-2 Z LOT/ZERO LOT SFD



NTS

DEVELOPMENT STANDARDS	DETACHED SFD
Lot Dimensions (Minimum)	
Net Lot Area	2,500 SF
Setback (Minimum) (1)	
Front Yard	10 ft.
Covered Porch	5 ft.
Low Wall (Front)	2.5 ft.
Front Facing Garage	18 ft.
Garage to Private Drive	10 ft.
Corner Side Yard (2)	10 ft.
Interior Side Yard	5 ft.
Rear Yard to Living	4 ft.
Rear Yard to Garage	4 ft.
Building Separation (Minimum)	
Side to Side	10 ft.
Rear to Rear	8 ft.
Building Height (Maximum)	
Building Height	28 ft. (2S) 35 ft. (3S)
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	60%
Open Space Coverage (Minimum)	
Common Open Space Required	N/A
Private Open Space/Unit	250 SF
Maximum Wall and Fence Heights (3) (4)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from ROW/back of sidewalk, including a 5 ft. mi. lettered lot.

(3) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

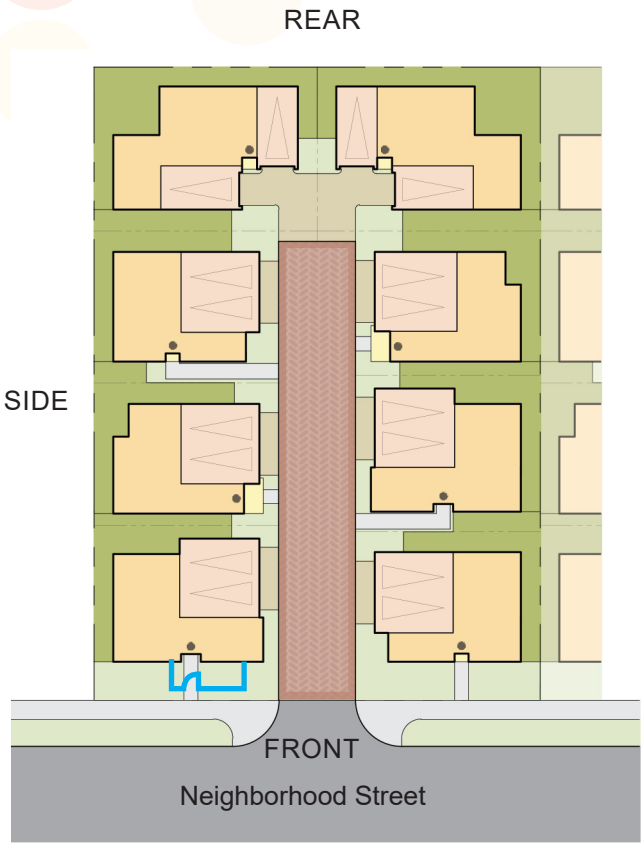
(4) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

NOTE:
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NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-3 LARGE CLUSTER SFD



NTS

DEVELOPMENT STANDARDS	DETACHED SFD
Lot Dimensions (Minimum)	
Net Lot Area	1,800 SF
Setback (Minimum) (1)	
Front Yard	10 ft.
Covered Porch	5 ft.
Low Wall (Front)	2.5 ft.
Front Facing Garage	18 ft.
Garage to Private Drive	3 ft.
Corner Side Yard (2)	10 ft.
Interior Side Yard	5 ft.
Rear Yard to Living	4 ft.
Rear Yard to Garage	4 ft.
Building Separation (Minimum)	
Side to Side	10 ft.
Rear to Rear	8 ft.
Building Height (Maximum)	
Building Height	28 ft. (2S) 35 ft. (3S)
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	60%
Open Space Coverage (Minimum)	
Common Open Space Required	N/A
Private Open Space/Unit	250 SF
Maximum Wall and Fence Heights (3) (4)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from ROW/back of sidewalk, including a 5 ft. mi. lettered lot.

(3) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

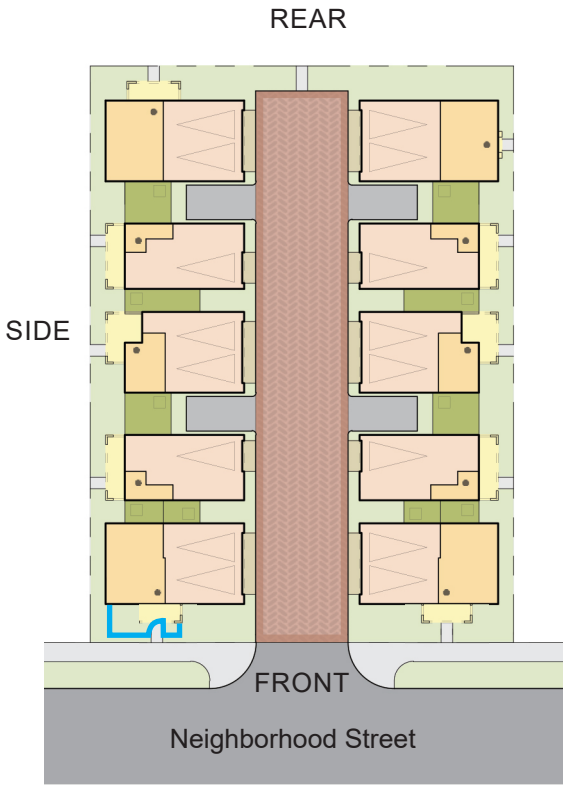
(4) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

NOTE:
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NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-4 SMALL CLUSTER SFD



NTS

DEVELOPMENT STANDARDS	DETACHED SFD
Lot Dimensions (Minimum)	
Net Lot Area	1,800 SF
Setback (Minimum) (1)	
Front Yard	10 ft.
Covered Porch	5 ft.
Low Wall (Front)	2.5 ft.
Front Facing Garage	18 ft.
Garage Door to Private Drive	3 ft.
Corner Side Yard	10 ft.
Interior Side Yard	10 ft.
Rear Yard to Living	8 ft.
Rear Yard to Garage	8 ft.
Building Separation (Minimum)	
Side to Side	20 ft.
Interior Parking Setback to Garage	1 ft.
Interior Parking Setback to Living	5 ft.
Rear to Rear	16 ft.
Building Height (Maximum)	
Building Height	28 ft. (2S) 35 ft. (3S)
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	65%
Open Space Coverage (Minimum)	
Common Open Space Required	N/A
Private Open Space/Unit	250 SF
Maximum Wall and Fence Heights (2) (3)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

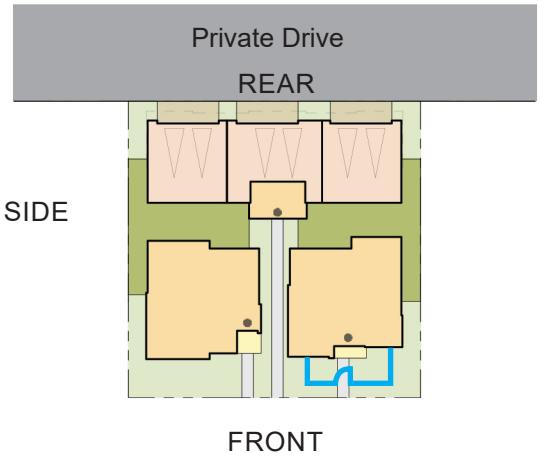
(3) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

NOTE:
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NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-5 COURTYARD SFD



NTS

DEVELOPMENT STANDARDS	DETACHED SFD
Lot Dimensions (Minimum)	
Net Lot Area	6,000 SF
Setback (Minimum) (1)	
Front Yard	10 ft.
Covered Porch	5 ft.
Low Wall (Front)	2.5 ft.
Front Facing Garage	N/A
Garage Door to Private Drive	3 ft.
Corner Side Yard (2)	9 ft.
Interior Side Yard	4 ft.
Rear Yard to Living	3 ft.
Building Separation (Minimum)	
Front to Front	20 ft.
Rear to Rear	30 ft.
Building Height (Maximum)	
Building Height	28 ft. (2S) 35 ft. (3S)
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	60%
Open Space Coverage (Minimum)	
Common Open Space Required	N/A
Private Open Space/Unit	250 SF
Maximum Wall and Fence Heights (3) (4)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

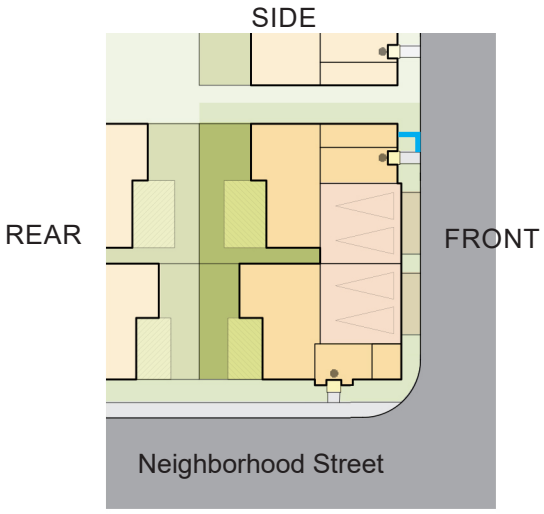
(1) Setback measured from property line unless otherwise noted.
(2) Corner side setbacks are measured from ROW/back of sidewalk.
(3) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.
(4) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

NOTE:
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LEGEND:

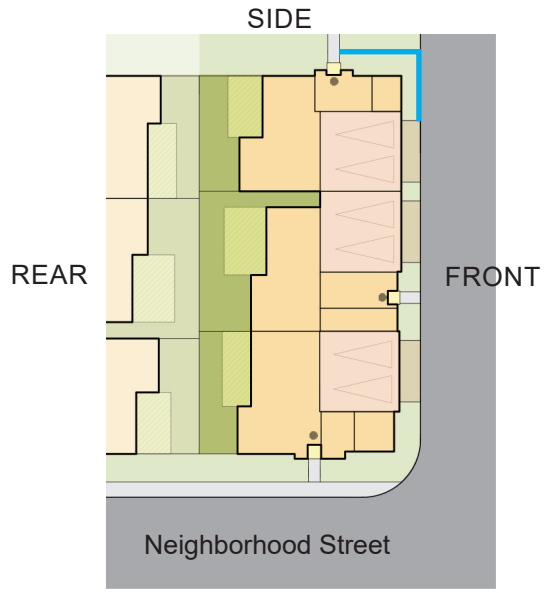
- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-6 COTTAGE SFD



DUPLEX

NTS



TRIPLEX

NTS

NOTE:

EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

DEVELOPMENT STANDARDS	ATTACHED (2 STORY)	ATTACHED (3 STORY)
Lot Dimensions (Minimum)		
Net Lot Area	N/A	N/A
Setback (Minimum) (1)		
Front Yard	10 ft.	12 ft.
Covered Porch	5 ft.	5 ft.
Low Wall	2.5 ft.	2.5 ft.
Front Facing Garage	3 ft.	3 ft.
Garage - Side Entry Door	N/A	N/A
Corner Side Yard (2)	10 ft.	12 ft.
Interior Side Yard	4 ft.	5 ft.
Rear Yard	10 ft.	10 ft.
Garage Door to Private Drive	3 ft.	3 ft.
Building Separation (Minimum)		
Side to Side	8 ft.	10 ft.
Side to Rear	14 ft.	15 ft.
Rear to Rear	20 ft.	20 ft.
Building Height (Maximum)		
Building Height	28 ft.	38 ft.
Accessory Structure	16 ft.	16 ft.
Building Coverage (Maximum)		
Building Coverage	65%	70%
Open Space Coverage (Minimum)		
Common Open Space Required	250 SF/DU	250 SF/DU
Private Open Space/Unit	150 SF (1ST FLR) 75 SF (UPPER FLRS)	75 SF
Maximum Wall and Fence Heights (3) (4)		
Walls and Fences	6 ft.	6 ft.
Walls/Fences w/Retaining	9 ft.	9 ft.

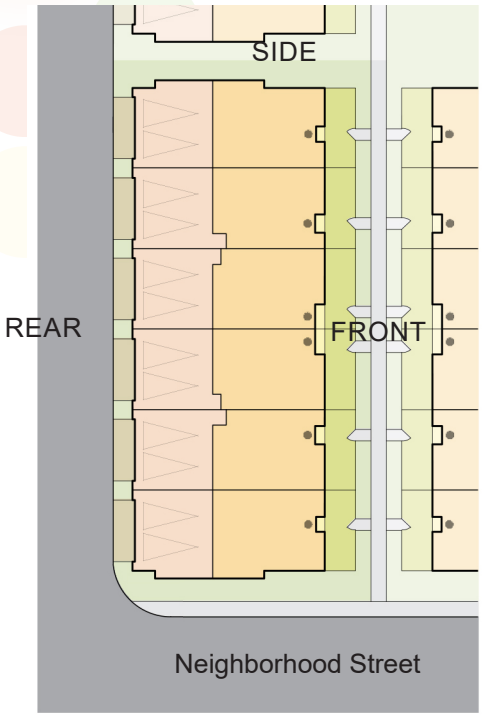
(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from curb.

(3) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(4) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

EXHIBIT 6-7 DUPLEX/TRIPLEX SFD



NTS

DEVELOPMENT STANDARDS	ATTACHED (2 STORY)	ATTACHED (3 STORY)
Lot Dimensions (Minimum)		
Net Lot Area	N/A	N/A
Setback (Minimum) (1)		
Front Yard	10 ft.	12 ft.
Covered Porch	5 ft.	5 ft.
Low Wall	2.5 ft.	2.5 ft.
Front Facing Garage	3 ft.	3 ft.
Garage - Side Entry Door	N/A	N/A
Corner Side Yard (2)	10 ft.	12 ft.
Interior Side Yard	N/A	N/A
Rear Yard	3 ft.	3 ft.
Garage Door to Private Drive	3 ft.	3 ft.
Building Separation (Minimum)		
Front to Front (includes porch) (3)	20 ft.	20 ft.
Front to Side	15 ft.	16 ft.
Side to Side	10 ft.	12 ft.
Side to Rear	N/A	N/A
Rear to Rear	30 ft.	30 ft.
Building Height (Maximum)		
Building Height	28 ft.	38 ft.
Accessory Structure	16 ft.	16 ft.
Building Coverage (Maximum)		
Building Coverage	65%	70%
Open Space Coverage (Minimum)		
Common Open Space Required	250 SF/DU	250 SF/DU
Private Open Space/Unit	150 SF (1ST FLR) 75 SF (UPPER FLRS)	75 SF
Maximum Wall and Fence Heights (4) (5)		
Walls and Fences	6 ft.	6 ft.
Walls/Fences w/Retaining	9 ft.	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from curb.

(3) Fronts door entries facing onto each other shall have a minimum setback of 24 ft. for 2 story buildings and 30 ft. for 3 story building elements.

(4) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(5) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

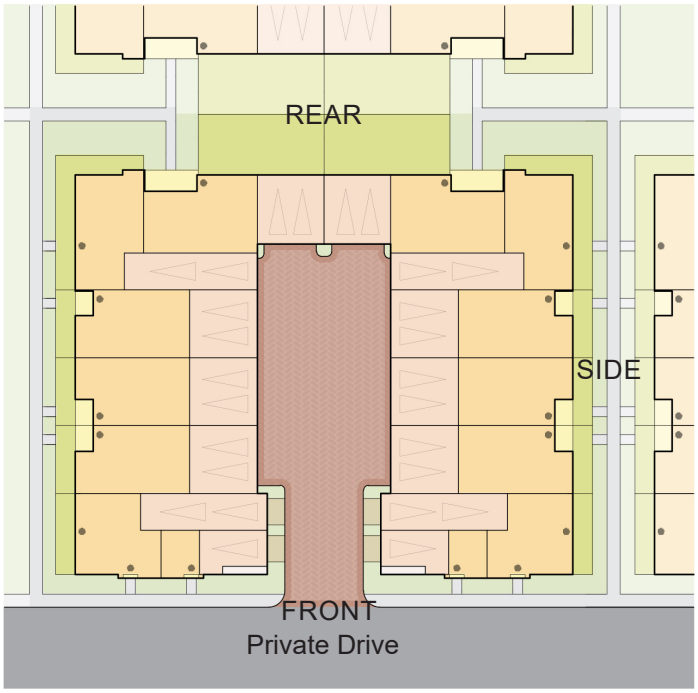
NOTE:

EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-8 TOWNHOME/ROWTOWN SFA



NTS

DEVELOPMENT STANDARDS	ATTACHED (2 STORY)	ATTACHED (3 STORY)
Lot Dimensions (Minimum)		
Net Lot Area	N/A	N/A
Setback (Minimum) (1)		
Front Yard	10 ft.	12 ft.
Covered Porch	5 ft.	5 ft.
Low Wall	2.5 ft.	2.5 ft.
Front Facing Garage	18 ft.	18 ft.
Garage - Side Entry Door	10 ft.	10 ft.
Corner Side Yard (2)	10 ft.	12 ft.
Interior Side Yard	10 ft.	12 ft.
Rear Yard	10 ft.	10 ft.
Rear Yard to Garage	N/A	N/A
Building Separation (Minimum)		
Front to Front (includes porch)	N/A	N/A
Front to Side	N/A	N/A
Side to Side (3)	20 ft.	24 ft.
Side to Rear	20 ft.	25 ft.
Rear to Rear	20 ft.	25 ft.
Building Height (Maximum)		
Building Height	28 ft.	38 ft.
Accessory Structure	16 ft.	16 ft.
Building Coverage (Maximum)		
Building Coverage	65%	70%
Open Space Coverage (Minimum)		
Common Open Space Required	250 SF/DU	250 SF/DU
Private Open Space/Unit	150 SF (1ST FLR) 75 SF (UPPER FLRS)	75 SF
Maximum Wall and Fence Heights (4) (5)		
Walls and Fences	6 ft.	6 ft.
Walls/Fences w/Retaining	9 ft.	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from curb.

(3) Fronts door entries facing onto each other shall have a minimum setback of 24 ft. for 2 story buildings and 30 ft. for 3 story building elements.

(4) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(5) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

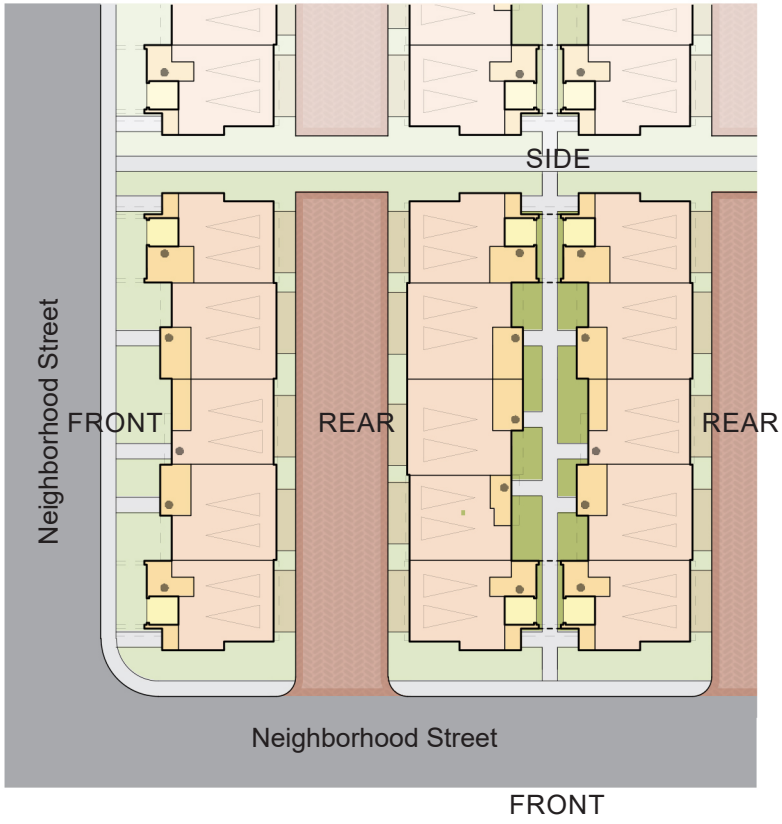
NOTE:

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LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-9 AUTOCOURT SFA



NTS

DEVELOPMENT STANDARDS	ATTACHED (3 STORY)
Lot Dimensions (Minimum)	
Net Lot Area	N/A
Setback (Minimum) (1)	
Front Yard	12 ft.
Covered Porch	5 ft.
Low Wall	2.5 ft.
Front Facing Garage	N/A
Garage - Side Entry Door	10 ft.
Corner Side Yard (2)	12 ft.
Interior Side Yard	6 ft.
Rear Yard	3 ft.
Rear Yard to Garage	3 ft.
Building Separation (Minimum)	
Front to Front (includes porch) (3)	N/A
Front to Side	N/A
Side to Side	15 ft.
Side to Rear	N/A
Rear to Rear	30 ft.
Building Height (Maximum)	
Building Height	38 ft.
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	70%
Open Space Coverage (Minimum)	
Common Open Space Required	250 SF/DU
Private Open Space/Unit	75 SF
Maximum Wall and Fence Heights (3) (4)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

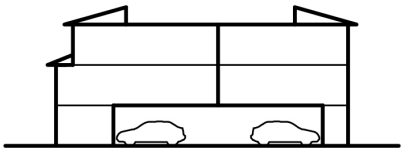
(1) Setback measured from property line unless otherwise noted.
(2) Corner side setbacks are measured from curb.
(3) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.
(4) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.
(5) Porch structure minimum depth and width and clear space size.

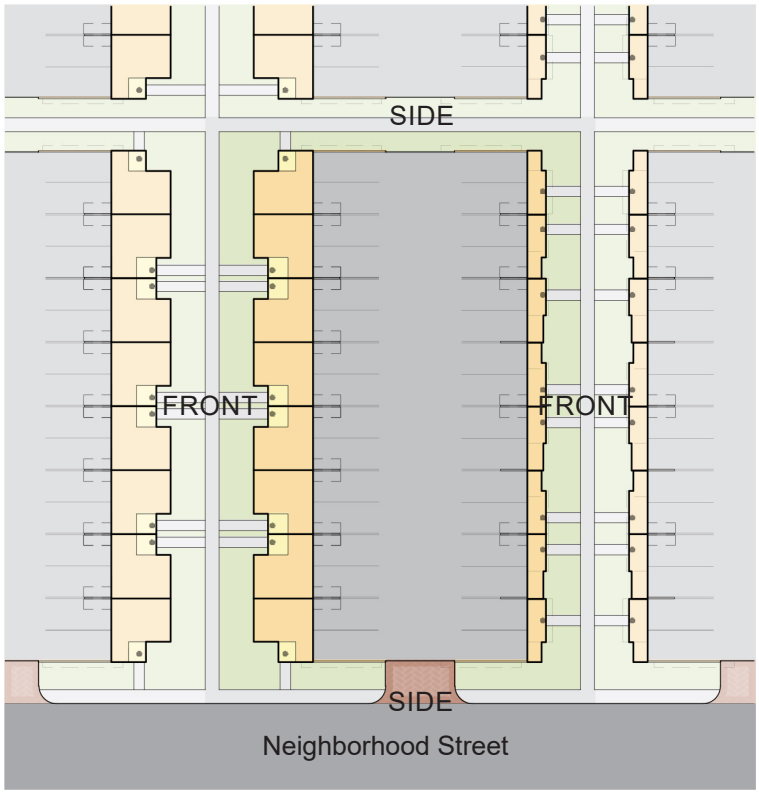
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LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-10 COURTYARD TOWNHOMES





NTS

DEVELOPMENT STANDARDS	ATTACHED (3 STORY)
Lot Dimensions (Minimum)	
Net Lot Area	N/A
Setback (Minimum) (1)	
Front Yard	12 ft.
Covered Porch	5 ft.
Low Wall	2.5 ft.
Front Facing Garage	N/A
Garage - Side Entry Door	N/A
Corner Side Yard (2)	12 ft.
Interior Side Yard	6 ft.
Rear Yard	N/A
Rear Yard to Garage	N/A
Building Separation (Minimum)	
Front to Front (includes porch) (3)	24 ft. / 30 ft.
Front to Side	15 ft.
Side to Side	15 ft.
Side to Rear	N/A
Rear to Rear	N/A
Building Height (Maximum)	
Building Height	38 ft.
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	70%
Open Space Coverage (Minimum)	
Common Open Space Required	250 SF/DU
Private Open Space/Unit	75 SF
Maximum Wall and Fence Heights (4) (5)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from curb.

(3) Fronts door entries facing onto each other shall have a minimum setback of 24 ft. for 2 story buildings and 30 ft. for 3 story building elements.

(4) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

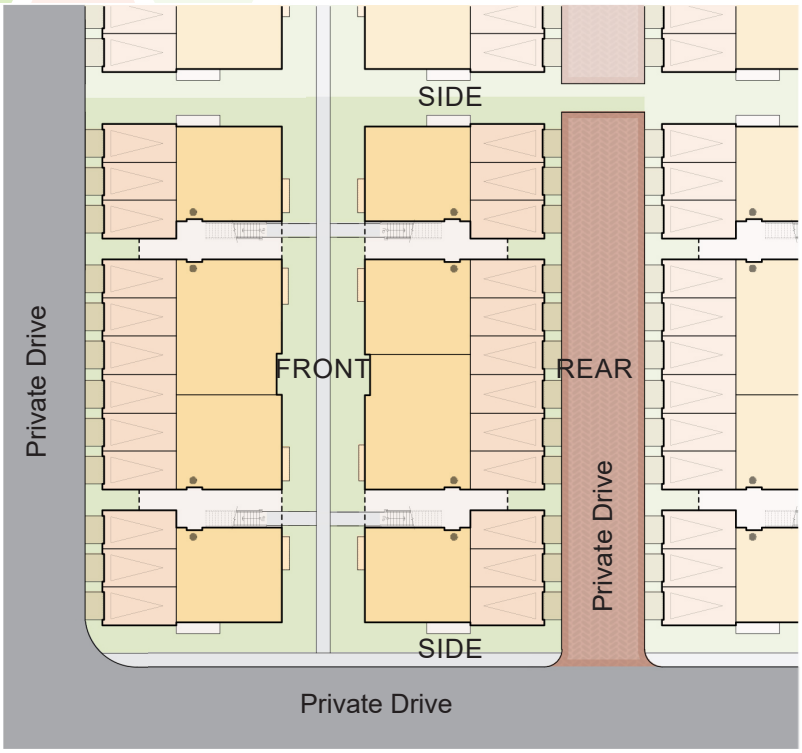
(5) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

NOTE:
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NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-11 3 STORY PODIUM SFA



NTS

DEVELOPMENT STANDARDS	ATTACHED (3 STORY)
Lot Dimensions (Minimum)	
Net Lot Area	N/A
Setback (Minimum) (1)	
Front Yard	12 ft.
Covered Porch	5 ft.
Low Wall	2.5 ft.
Front Facing Garage	N/A
Garage - Side Entry Door	N/A
Corner Side Yard (2)	10 ft.
Interior Side Yard	6 ft.
Rear Yard	3 ft.
Rear Yard to Garage	3 ft.
Building Separation (Minimum)	
Front to Front (includes porch) (3)	24 ft. / 30 ft.
Front to Side	15 ft.
Side to Side	20 ft.
Side to Rear	N/A
Rear to Rear	30 ft.
Building Height (Maximum)	
Building Height	38 ft.
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	70%
Open Space Coverage (Minimum)	
Common Open Space Required	250 SF/DU
Private Open Space/Unit	75 SF
Maximum Wall and Fence Heights (4) (5)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from curb.

(3) Fronts door entries facing onto each other shall have a minimum setback of 24 ft. for 2 story buildings and 30 ft. for 3 story building elements.

(4) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(5) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

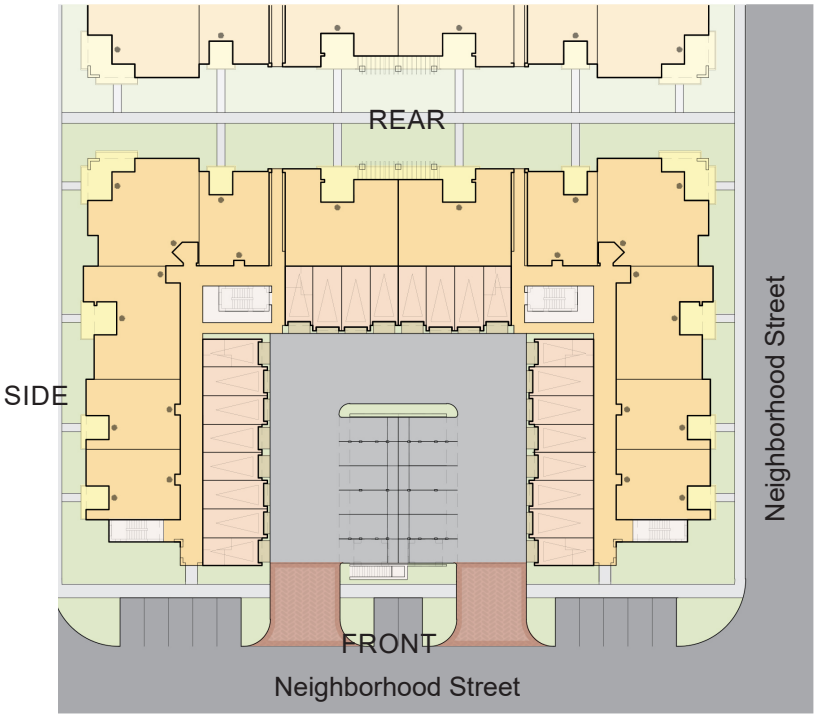
NOTE:

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LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-12 TUCK UNDER APARTMENT/CONDOMINIUM



NTS

DEVELOPMENT STANDARDS	ATTACHED (3 STORY)
Lot Dimensions (Minimum)	
Net Lot Area	N/A
Setback (Minimum) (1)	
Front Yard	12 ft.
Covered Porch	5 ft.
Low Wall	2.5 ft.
Front Facing Garage	3 ft.
Garage - Side Entry Door	N/A
Corner Side Yard (2)	10 ft.
Interior Side Yard	6 ft.
Rear Yard	10 ft.
Rear Yard to Garage	N/A
Building Separation (Minimum)	
Front to Front (includes porch) (3)	N/A
Front to Side	N/A
Side to Side	15 ft.
Side to Rear (3)	20 ft.
Rear to Rear (3)	30 ft.
Building Height (Maximum)	
Building Height	38 ft.
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	70%
Open Space Coverage (Minimum)	
Common Open Space Required	250 SF/DU
Private Open Space/Unit	75 SF
Maximum Wall and Fence Heights (4)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from curb.

(3) Fronts door entries facing onto each other shall have a minimum setback of 24 ft. for 2 story buildings and 30 ft. for 3 story building elements.

(4) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(5) Porch structure minimum depth and width and clear space size.

NOTE:

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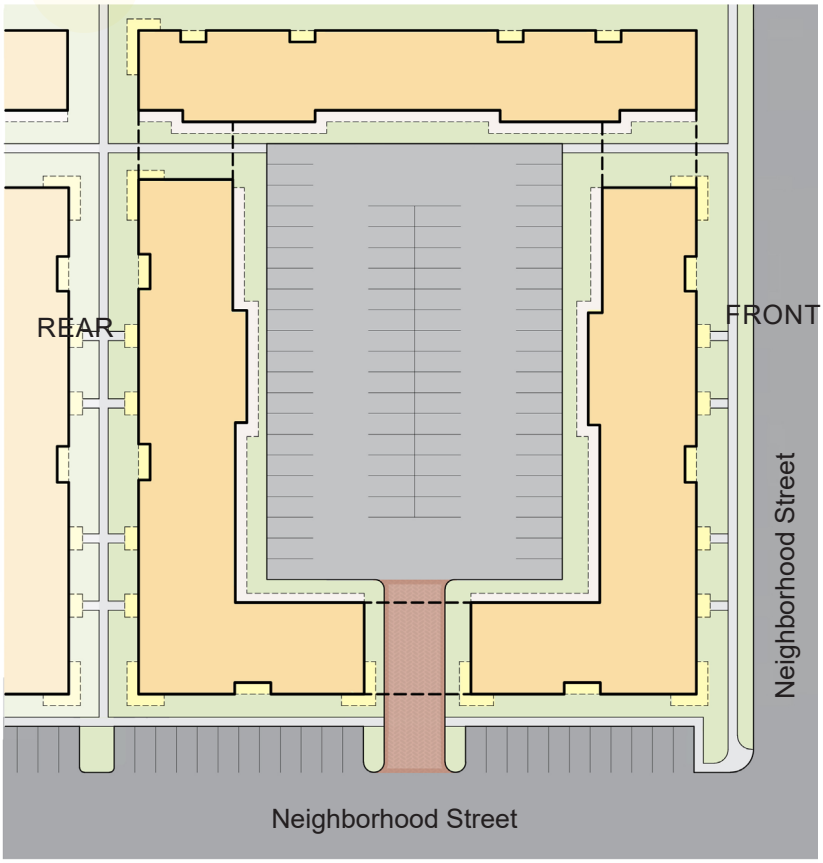
LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-13 MOTORCOURT APARTMENT/CONDOMINIUM



SIDE



NTS

DEVELOPMENT STANDARDS	ATTACHED (+3 STORY)
Lot Dimensions (Minimum)	
Net Lot Area	N/A
Setback (Minimum) (1)	
Front Yard	15 ft.
Covered Porch	5 ft.
Low Wall	2.5 ft.
Front Facing Garage	N/A
Garage - Side Entry Door	N/A
Corner Side Yard (2)	15 ft.
Interior Side Yard	15 ft.
Rear Yard	15 ft.
Rear Yard to Garage	N/A
Building Separation (Minimum)	
Front to Front (includes porch)	20 ft. (2 story) 30 ft. (3 story) 40 ft. (4+ story)
Front to Side	N/A
Side to Side	30 ft.
Side to Rear	30 ft.
Rear to Rear	30 ft.
Building Height (Maximum)	
Building Height	58 ft.
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	75%
Open Space Coverage (Minimum)	
Common Open Space Required	250 SF/DU
Private Open Space/Unit	75 SF
Maximum Wall and Fence Heights (4) (5)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from curb.

(3) Fronts door entries facing onto each other shall have a minimum setback of 24 ft. for 2 story buildings and 30 ft. for 3 story building elements.

(4) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(5) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

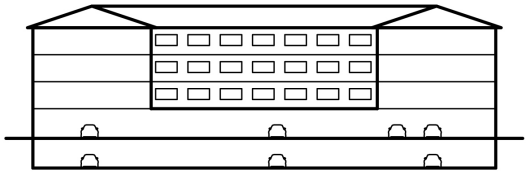
NOTE:

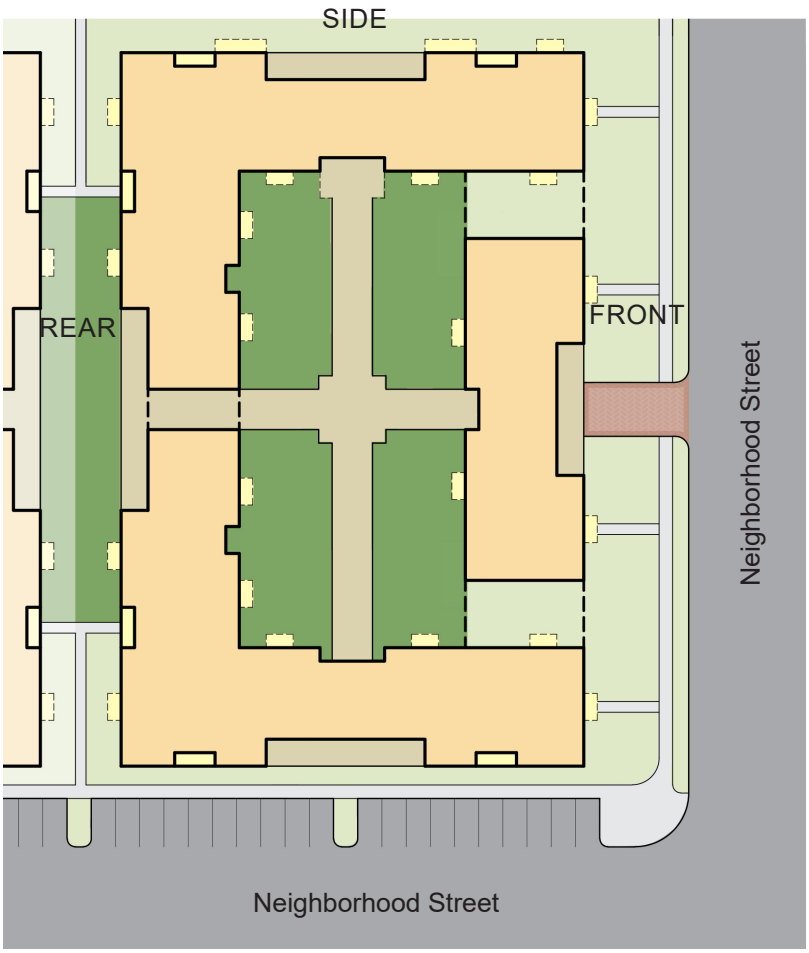
EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-14 WRAP MULTI-FAMILY





NTS

NOTE:
EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

DEVELOPMENT STANDARDS	ATTACHED (+3 STORY)
Lot Dimensions (Minimum)	
Net Lot Area	N/A
Setback (Minimum) (1)	
Front Yard	15 ft.
Covered Porch	3 ft.
Low Wall	2.5 ft.
Front Facing Garage	N/A
Garage - Side Entry Door	N/A
Corner Side Yard (2)	15 ft.
Interior Side Yard	15 ft.
Rear Yard	15 ft.
Rear Yard to Garage	3 ft.
Building Separation (Minimum)	
Front to Front (includes porch)	20 ft. (2 story) 30 ft. (3 story) 40 ft. (4+ story)
Front to Side	N/A
Side to Side	30 ft.
Side to Rear	30 ft.
Rear to Rear	30 ft.
Building Height (Maximum)	
Building Height	58 ft.
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	75%
Open Space Coverage (Minimum)	
Common Open Space Required	250 SF/DU
Private Open Space/Unit	75 SF
Maximum Wall and Fence Heights (4) (5)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from curb.

(3) Fronts door entries facing onto each other shall have a minimum setback of 24 ft. for 2 story buildings and 30 ft. for 3 story building elements.

(4) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(5) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

EXHIBIT 6-15 PODIUM MULTI-FAMILY

6.6.3 Use and Benefit Easements

In order to optimize usable yard area, decrease the visual impact of the garage from the street or otherwise provide a better quality of life, some single-family detached home types may utilize "use and benefit easements".

Higher density SFD neighborhoods are typically developed either as detached condominiums or as fee simple lots. The easements are an alternative to conventional "zero lot line" programs. Architecturally, it allows high windows on the non-active side of the house to allow natural light on three sides of the floor plan. Zero lot line programs generally have a large blank wall along one side yard.

The "use and benefit easements" (**See Exhibit 6-16, Use and Benefit Easements**) shall be recorded on the subject property's deed and shall be described in the Covenants, Conditions and Restrictions of the respective homeowners association.

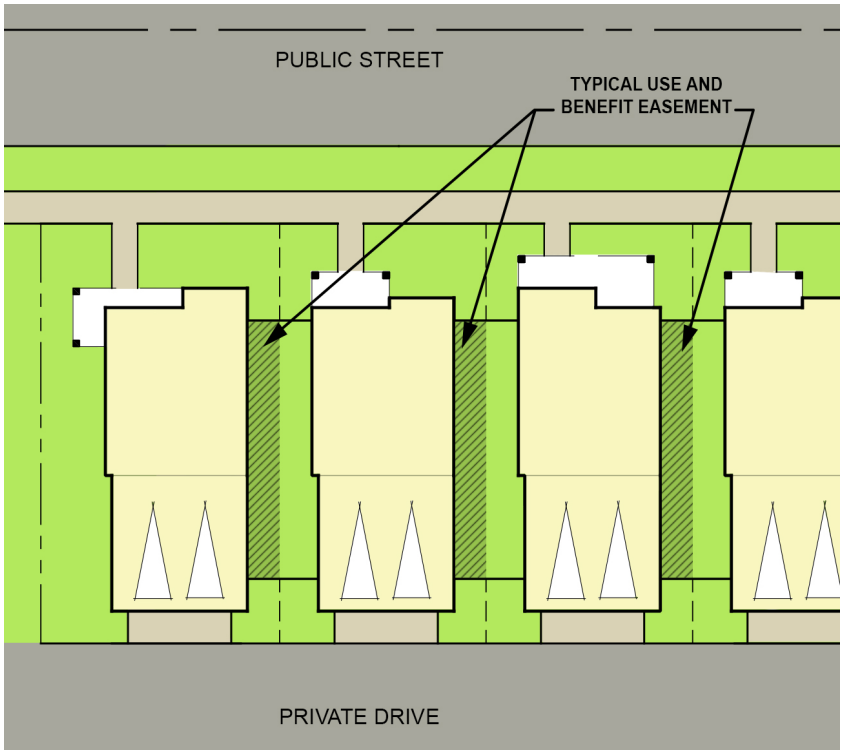


EXHIBIT 6-16 USE AND BENEFIT EASEMENTS

6.7 MIXED-USE DEVELOPMENT STANDARDS

Uses allowed within the Mixed-Use Planning Areas of the CenterPark Specific Plan include a variety of retail, office and higher density residential uses consistent with the City of Ontario General Plan (TOP).

Permitted Uses are allowed by right and may be developed as the primary land use without additional discretionary approval subject to the development standards and guidelines outlined in the Specific Plan. Conditionally Permitted Uses are allowed subject to the approval of a Conditional Use Permit (CUP) from the City of Ontario.

TABLE 6-2 MIXED-USE DEVELOPMENT STANDARDS

DEVELOPMENT STANDARD	RETAIL COMMERCIAL AND OFFICE
Minimum Lot Size/Area	**8,000 sq ft**
Floor Area Ratio (Calculated based on gross site average)	
Maximum Commercial	**0.3 FAR**
Maximum Office	**0.7 FAR**
Building Height (maximum) [5]	
Structures	**45 ft**
Architectural Projections (including towers, focal elements, cupulas, etc.)	**55 ft**
Minimum Landscape Coverage	10%, all setback from right-of-way areas shall be landscaped
Building Setbacks (minimum)	
From Ontario Ranch Road Right-Of-Way	**35 ft** [4]
From Grove Avenue Right-Of-Way	**20 ft**
From Private or Local Street	**10 ft** [2]
From residential structures	**25 ft**
From SCE Property Line/Easements	**0 ft**
Parking Setbacks (minimum) [1] [3]	
From Ontario Ranch Road Right-Of-Way	**35 ft**
From Grove Avenue Right-Of-Way	**20 ft**
From Private or Local Street	**10 ft**
From adjacent property	**5 ft**
From SCE Property Line/Easements	**0 ft**

Footnotes:

1. Per the City of Ontario Development Code. Commercial parking standards still apply.
2. Refer to Section 7, Landscape Design Guidelines for further setback/design requirements.
3. Parking stalls perpendicular to street shall be screened by landscaping, berms, or decorative walls that match architectural style of nearest development. Landscape screening shall mature to a minimum height of 36 inches (to screen car grilles).
4. Buildings shall be set back to the Neighborhood Edge or to the given setback from R.O.W., whichever is more restrictive. Where a Neighborhood Edge condition does not exist, setbacks from R.O.W. shall govern.
5. Maximum building heights shall comply with the requirements of Chino Airport Land Use Compatibility Plan ("CNO ALUCP").

6.8 RESIDENTIAL PARKING STANDARDS

6.8.1 Off-Street Parking Requirements

Off-street parking spaces shall be provided pursuant to **Table 6-3, Off-Street Parking Requirements**. If more than one land use is established on a lot or project site, the number of off-street parking spaces required shall be equal to the sum of the requirements prescribed for each individual land use.

The Omnitrans Bus Rapid Transit Corridor (BRT Corridor) is planned to be implemented along Ontario Ranch Road as a part of future development. The BRT Corridor is expected to provide convenient and accessible public transportation for future residents and visitors of CenterPark; and hence the potential for residents and visitors to have a reduced need for private transportation requirements. In anticipation of the future implementation of the high speed public transport route, developments which exceed the minimum density of 20 DU/Acre, located within 330 ft. of the BRT corridor along Ontario Ranch Road may be allowed to have reduced parking requirements. Refer to the Alternative Multi-Family Standards in the following **Table 6-3, Off-Street Parking Requirements**.

Minimum Standards

The parking requirements of **Table 6-3, Off-Street Parking Requirements** are expressed as minimum standards, which should be met and not exceeded. Nevertheless, if additional parking is essential to a project, the minimum parking standard may be exceeded as follows:

1. Residential Uses—Additional Parking Allowed Without Limit. For residential uses, there is no maximum limit as to the number of parking spaces that may be provided. As such, any additional parking may be provided as a matter of right.
2. Attached Residential Uses—The parking requirements for Attached Single Family Uses, including Multi-Family Residential Uses may be met using the City of Ontario Parking Standards for minimum parking or alternative minimum parking standards as defined in **Table 6-3**.
3. Residential development with a minimum density of 11 DU/AC (Net) including multi-family development, located within 330 ft. of Ontario Ranch Road may use the alternative parking standards as identified in **Table 6-3**.
4. Nonresidential Uses—Limited Additional Parking Allowed. Additional parking spaces provided in excess of the number required pursuant to **Table 6-3** of this Section may be provided for nonresidential uses or the nonresidential portions of mixed-use projects, as follows:
    a. Parking spaces may be provided up to a maximum of 10 percent above the required number as a matter of right, without any discretionary review by the City.
    b. Parking spaces provided in excess of 10 percent above the required number shall be allowed only upon approval by the Planning Commission, based upon proven need.

Gross Floor Area (GFA)

References to spaces per sq. ft. are to be computed based upon GFA, unless otherwise specified, and includes allocations of shared restrooms, and circulation and storage areas, and other similar common facilities.

Rounding of Off-Street Parking Calculations

If a fractional number results from calculations performed in compliance with this Section, one parking space shall be required for a fractional unit of 0.50 or greater, and no space shall be required for a fractional unit of less than 0.50.

TABLE 6-3 OFF-STREET PARKING REQUIREMENTS

OFF-STREET PARKING REQUIREMENTS		
	REQUIREMENTS	**NOTES**
CONVENTIONAL SINGLE-FAMILY	• 2 spaces per dwelling within a garage	
SINGLE-FAMILY DETACHED	• 2 resident spaces per dwelling • 1 guest/visitor space per 4 dwellings	• Guest parking spaces may be provided on-street, immediately adjacent to the development boundary, if available. • A minimum of 3 guest spaces shall be provided regardless of the number of dwellings proposed.
ATTACHED SINGLE-FAMILY	**ONTARIO MULTI-FAMILY STANDARDS** • Studio: 1.5 spaces per dwelling • 1-Bedroom: 1.75 spaces per dwelling • 2-Bedrooms: 2.0 spaces per dwelling • 3+-Bedrooms: 2.5 spaces per dwelling • Under 100 dwellings: 1 guest/visitor space per 5 dwellings • Over 100 dwellings: 1 guest/visitor space per 6 dwellings **ALTERNATIVE MULTI-FAMILY STANDARDS** • 1-Bedroom: 1.0 spaces per dwelling • 2-Bedrooms: 2.0 spaces per dwelling • 3+-Bedrooms: 3.0 spaces per dwelling • 1 guest/visitor space per 4 dwellings	• Guest parking spaces may be provided on-street, immediately adjacent to the development boundary, if available. • A minimum of 3 guest spaces shall be provided regardless of the number of dwellings proposed. • Development may utilize either standard to to fulfill the minimum parking requirements
MIXED-USE RESIDENTIAL	**ONTARIO STANDARD** • Studio: 1.5 spaces per dwelling • 1-Bedroom: 1.75 spaces per dwelling • 2-Bedrooms: 2.0 spaces per dwelling • 3+-Bedrooms: 2.5 spaces per dwelling • Under 100 dwellings: 1 guest/visitor space per 5 dwellings • Over 100 dwellings: 1 guest/visitor space per 6 dwellings **ALTERNATIVE MULTI-FAMILY STANDARDS** • 1-Bedroom: 1.0 spaces per dwelling • 2-Bedrooms: 2.0 spaces per dwelling • 3+-Bedrooms: 3.0 spaces per dwelling • 1 guest/visitor space per 4 dwellings	• Guest parking spaces may be provided on-street, immediately adjacent to the development boundary, if available. • A minimum of 3 guest spaces shall be provided regardless of the number of dwellings proposed. • Development may utilize either standard to fulfill the minimum parking requirements
MIXED-USE NON-RESIDENTIAL	**COMMERCIAL** • 4 spaces per 1,000 SF (0.004/SF) of GFA **OFFICE** • 4 spaces per 1,000 SF (0.004/SF) of GFA	
BRT CORRIDOR	• Studio: 1.0 spaces per dwelling • 1-Bedroom: 1.0 spaces per dwelling • 2-Bedrooms: 1.75 spaces per dwelling • 3+-Bedrooms: 2.0 spaces per dwelling • Under 100 dwellings: 1 guest/visitor space per 5 dwellings • Over 100 dwellings: 1 guest/visitor space per 6 dwellings	• A minimum of 3 guest spaces shall be provided regardless of the number of dwellings proposed. • Developments located within 330 ft. of the BRT Corridor may utilize the following standards to fulfill the minimum parking requirements

Note: Where proposed SP parking standards are not outlined, the City of Ontario parking standards will apply. Allowable uses within the Mixed-Use district are indicated in Table 6-1 and would be required to meet City parking standards. All parking spaces to be within an enclosed garage with a minimum clear dimension of 20 ft. x 20 ft. for two spaces and 10 ft. x 20 ft. for single or tandem spaces.

6.9 OPEN SPACE/AMENITY DEVELOPMENT STANDARDS

The development standards for open space and amenities establish the minimum criteria within the CenterPark Specific Plan. Specific standards for detached and attached residential development are described in **Table 6-4, Open Space/Amenities Standards**. The Amenity Standards shall be followed as prescribed in the City's Development Code.

TABLE 6-4 OPEN SPACE/AMENITIES STANDARDS

MINIMUM ON SITE PARK REQUIREMENTS	
	2 AC PARKLAND / 1,000 PEOPLE
Single-Family Residential	3.806 PPH
Multi-Family Residential	3.373 PPH

REQUIRED OPEN SPACE AMENITIES							
	<75	76-100	101-150	151-200	201-250	251-300	301+
Major Amenity	TBD (*)	1	1	2	2	3	TBD (**)
Minor Amenity	TBD (*)	1	2	2	3	3	TBD (**)

* Amenities to be determined on a case-by-case basis during the entitlement process for the project.
** Amenities to be determined on a case-by-case basis during the entitlement process for the project, with the idea being to allow flexibility in the amenity package to the benefit of the residents.

MINIMUM REQUIREMENTS
• 2 acres of parkland per 1,000 people (3.806 PPU for SFD, 3.373 PPU for multi-family)
• Community Pool (including restrooms/showers) required at >150 units
• Clubhouse/amenity center per below at >200 units
MAJOR AMENITIES
• Open lawn amphitheater (min. 100 ft. x 150 ft. or equivalent) OR Active lawn area (min. 150 ft. x 150 ft. or equivalent)
• Clubhouse/amenity center with minimum 3 amenities per list below (Larger clubhouses with more amenities - 2 additional amenities within the clubhouse counts towards a minor amenity):
- Multi-purpose room
- Kitchen facility
- Fitness Center
- Child-friendly amenity (Indoor play area, game room or educational center)
- Movie room
- Business Center/Co-working spaces
- Library/Study room
- Beverage area or Common meeting space
• Community pool min. 25 ft. x 60 ft. (1,500 sq. ft.) or equivalent; and associated restroom/shower building (Each additional 1,500 sq. ft. added to the size of the pool shall be treated as another major amenity):
- Additional swimming pools (e.g. Adult only, Children pool, Lap pool)
- Splash Pad or water play fountain
- Tennis/Pickleball Courts (1 tennis court = 1 amenity, 2 pickleball courts = 1 amenity)

- Childcare facilities
- Dog Park
- SCE Utility Corridor Trail
- Private parkland/pocket park in excess of 2.5 AC/1,000 People (Public parks count towards Quimby, not private/pocket parks)
- Other major amenities requiring significant investment and of appropriate size to serve the project residents, as determined by the City
MINOR AMENITIES
- Open lawn amphitheater (min. 100 ft x 150 ft or equivalent) OR Active lawn area (min. 150 ft. x 150 ft. or equivalent)
- Tot Lots for ages 2 to 5 and/or play areas/equipment for ages 5 to 12
- Spa or Saunas
- Picnic tables and barbecue areas
- Cabanas and shade structures
- Basketball courts
- Volleyball courts
- Community gardens
- Internal community trail(s) 13 ft. minimum with a minimum distance of 1/4 mile
- Outdoor fitness stations
- Pocket Parks
- Firepit
- Other similar appropriate amenities to serve the project residents, as determined by the City

6.10 LANDSCAPE DEVELOPMENT STANDARDS

6.10.1 General Provisions

1. All landscape and irrigation plans for streetscapes, entry monuments and common open space improvements within CenterPark shall conform to the Design Guidelines and Regulations set forth in this section of the Specific Plan, shall be subject to the review and approval by the City of Ontario. The form and content of landscape plans for streets, parks and other common areas shall conform to the requirements of the City of Ontario.

2. The landscape streetscape improvements for the Master Plan streets within the Specific Plan shall establish a landscape theme reminiscent of the regional landscape character of the surrounding area and shall conform to the City of Ontario requirements.

3. Landscape streetscape improvements within CenterPark including public and private neighborhood streets, private drives, and alleys shall conform to the landscape treatment described in *Section 7.11 Design Guidelines for Landscape Architectural Character* of the CenterPark Specific Plan.

4. The design and improvement of all parks within CenterPark Specific Plan shall be reviewed and approved by the City of Ontario and the requirements shall conform to the requirements of the City of Ontario's Community Development and Public Works Agencies.

5. The installation of landscaping and automatic irrigation systems within the front yards of all residential lots shall be installed by the developer. Various landscape designs shall be provided by the homebuilder to the new homeowner, at a minimum, the builder shall install turf, groundcover and appropriate shrubs, and trees in the front yards of homes within residential areas. Within single-family detached conventional home areas, a minimum of two 24-inch box trees shall be installed of which one shall be a shade tree. Within other single-family detached and single-family attached home type areas, including condominiums, a minimum of one 24-inch box tree per detached home type or one 24-inch box tree for every 30 ft. of the building elevation, shall be installed, where feasible.

6. Within residential multi-family areas, the developer shall be responsible for the installation of full landscape improvements. Areas not used for hardscape shall be planted with landscaping. All landscape plans shall be reviewed and approved by the City of Ontario.

7. All manufactured and cut/fill slopes exceeding 3 ft. in height shall be planted with an effective mixture of ground cover, shrubs and trees installed by the developer. Such slopes shall also be irrigated as necessary to comply with any required fuel modification requirements established by the City of Ontario erosion control requirements.

6.10.2 Landscape Standards

1. Landscaping within the Specific Plan shall be provided in accordance with the Design Guidelines for streetscapes and entries utilizing plant materials specified on the Plant Palette Matrix included in *Section 7, Community Design Guidelines* of the CenterPark Specific Plan.

2. Boundary landscaping shall be required along the perimeter edges of the Specific Plan area. Landscaping shall generally be placed along the entire perimeter property line and shall conform to the City's requirements.

3. Landscaping and automatic irrigation systems within the public rights-of-way of the CenterPark Specific Plan shall be installed by the developer.

4. Freestanding, decorative perimeter walls and view fencing shall be provided within and at the perimeter of the project site as specified in the Wall and Fence Master Plan contained within *Section 7, Community Design Guidelines* of the CenterPark Specific Plan. Such walls and fences will be constructed concurrently with the construction of improvements required for development of the neighborhoods of the project.

5. Walls and Fencing – Walls and fencing within the Specific Plan area shall be constructed of a design consistent with the "Wall Details" exhibits located within *Section 7, Community Design Guidelines* of the CenterPark Specific Plan. Perimeter walls shall not exceed 6 ft. in height from finished grade, however, if required for sound attenuation, perimeter walls may exceed six 6 ft. in height, subject to the recommendations of an acoustical study and approval by the Planning Department.

6. All perimeter wall and fence materials throughout the project shall be of uniform manufacture with colors specified for the overall design theme as discussed in *Section 7.16, Community Walls and Fencing* of the CenterPark Specific Plan.

7. Perimeter walls shall be constructed of either decorative masonry or other permanent, durable, low maintenance material. Thematic perimeter fencing shall be constructed of all durable materials, which may include materials with a wood-like appearance or tubular steel subject to City of Ontario approval. Wooden fencing is not permitted along perimeter conditions or where the wall/fence is visible from the adjacent properties.

8. Individual residential lot side and rear yard walls and fencing shall not exceed 6 ft. in height from highest adjacent finished grade. Side and rear walls may exceed 6 ft. in height, if required by the City of Ontario for sound attenuation pursuant to the recommendations of an acoustical report. Walls and fencing within the residential front yard setback area shall not exceed 3 ft., in height. Side and rear yard walls shall be of decorative masonry construction on both sides or of other permanent low maintenance materials as approved by the Planning Department. View fencing may be of a decorative wrought iron, tubular steel/aluminum glass panels or other durable material approved by the City of Ontario.

9. Multi-family areas shall be HOA maintained.

10. Landscape slopes shall not exceed 3:1.

6.11 SIGNAGE

A Master Sign Program shall be submitted by the developer of each land use component of CenterPark and approved by the City of Ontario to address residential project entries, residential neighborhood identification signs, and way-finding signs within the project. No project signs shall be permitted in the public right-of-way. All other signs shall be subject to the approval of a sign permit pursuant to the City of Ontario's Development Code.

6.11.1 Master Sign Program Contents

All sign programs shall address, at a minimum, the following:

1. Permitted signs.
2. Prohibited signs.
3. The hierarchy of signage.
4. Definition of types of signs.
5. Locations and dimensions for monument signs, neighborhood identification signs and public facilities signs.
6. Locations and dimensions of directional signage.
7. Provisions for size, location and duration of display of temporary signs.
8. Permitted sign types, styles, construction materials, colors and lettering styles.
9. Requirements for a sign permit application.
10. Procedures for obtaining approval of a sign permit.
11. Procedures for amending the sign program.

6.12 LIGHTING

6.12.1 Street Lights along Public Streets

Streetlights along public streets within the CenterPark Specific Plan shall be LED lighting. Design of fixtures shall be approved by the City of Ontario as part of the City of Ontario's Development Plan review.

6.12.2 Alley Lighting Fixtures

Alley lighting fixtures shall be on sensors for automatic nighttime lighting. Style and specifications for alley lights shall be approved by the City of Ontario as part of the City's Development Plan review.

6.12.3 Lighting within Parks, Paseos, Tot Lots, and Other Recreational Areas

Lighting within parks, paseos, tot lots and other recreational areas shall be approved by the City of Ontario as part of the City's Development Plan review of these facilities.

6.13 PARK FURNITURE

Park furniture, including but not limited to, benches, barbecues and picnic tables shall be approved as part of the City of Ontario's Development Plan review of parks, paseos and other public gathering places.

6.14 BUS SHELTERS

Bus shelters shall be installed in a number of locations as per Omnitrans, and as approved by the City of Ontario Engineer and shall be compatible with the community character of CenterPark.

6.15 MAILBOXES

Within residential Planning Areas, mailboxes shall be clustered and installed in locations and in a design approved by the City of Ontario as part of the City of Ontario Development Plan review of each residential project within CenterPark. The location of all mailboxes shall be approved by the U.S. Post Office.

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SECTION 7: COMMUNITY DESIGN GUIDELINES

7.1 INTRODUCTION

The unique location of the project site provides both opportunities and challenges. The design approach for the CenterPark Specific Plan recognizes the opportunities, including several major landscaped arterial roadways, regionally important intersections supporting pedestrians, bicyclists, vehicles and public transit systems and an adjacent 55 acre community park, and it responds to the challenges to balance retail, office and high density residential land uses with open space uses and planning for affordable neighborhoods within a transitional land use area and the Chino Airport influence zone.

The proposed community character for CenterPark will reflect the interactive and synergistic relationship between a planned residential community and a planned expansive open space. The CenterPark Specific Plan Design Guidelines will guide the physical character of all future multi-use and residential development, including retail, office and residential architectural buildings, community and neighborhood features and the overall landscape treatment within the project. The proposed community character will establish a unified aesthetic treatment responding to the community's location.

7.2 GENERAL DESIGN GUIDELINES FOR ARCHITECTURAL CHARACTER

7.2.1 Sustainability

"Green" or sustainable planning concepts, building designs and landscape treatments are encouraged within the project. The Community Plan for the CenterPark Specific Plan promotes pedestrian connectivity within and between the residential planning areas. The design of residential areas incorporates tree-lined parkways providing shade for pedestrians and parked cars. Safe and efficient pedestrian connectivity is provided throughout the project.

The CenterPark Design Guidelines allow for a variety of architectural styles that respond to the regional climate conditions. All new construction shall utilize design features, fixtures, appliances and heating and cooling controls to conserve energy and water. The landscape concept for CenterPark incorporates a plant palette and a planting and irrigation system designed to conserve water. Park and recreation areas shall include shaded areas, bicycle racks and other amenity features to encourage pedestrian and other non-vehicular activities. The sustainable goals for the CenterPark Specific Plan include:

1. Encourage walking and other non-vehicular modes of travel.
2. Provide pedestrian connectivity throughout the project.
3. Provide shaded outdoor areas.
4. Encourage the use of architectural elements designed to reduce interior heat gain.
5. Encourage the use of recycled, recyclable and environmentally-friendly building materials.
6. Require the use of low energy glass, low water plumbing features and energy efficient appliances.
7. Encourage the use of drought tolerant landscaping and water efficient irrigation methods.

Neighborhood site planning, architecture and building design as well as landscape treatment and maintenance within the project should consider these sustainable goals and further the implementation of sustainable design within CenterPark.

7.2.2 Architectural Character

Architectural design should provide for high-quality neighborhoods.

1. Residential project design should consider the total context of the site with the incorporation of appropriate scale and proportions of building massing and details.
2. Architectural design should relate to human scale.
3. The variation of front, side and rear building elevations should be implemented to create visual variety.
4. The variation of garage placement in single-family neighborhoods is encouraged to provide a more diverse street scene.
5. Cluster detached and attached neighborhoods should emphasize residential design solutions that reduce or eliminate individual garages and driveways oriented onto neighborhood streets.
6. Architectural design themes should reflect historic and emerging Southern California styles.
7. Structures should incorporate architectural details and decorative features that reinforce the intended style.
8. Architectural designs should create a cohesive community without dominating the overall street scene.
9. Neighborhood character should be sustained over time.

Building design should be sensitive to climatic conditions and context.

1. Structures should be compatible with, and responsive to, the environmental setting.
2. Building elevations should include shaded and sheltered areas.
3. Building designs should incorporate spaces that encourage outdoor use.

Architectural design should incorporate materials and techniques that are cost-effective.

1. The use of building materials should reflect the implementation of efficient construction methods.
2. Building elevations should include compatible window and door sizes that create a consistent design theme.
3. Construction techniques should incorporate the use of standard components and dimensions.

Diversity is a fundamental design principle for CenterPark. To ensure that neighborhoods are varied and that blanket uniformity is avoided, the following criteria should be applied to all residential development projects within CenterPark:

Number of Dwelling Units	Number of Differing Floor Plans and Elevations	Required Number of Differing Exterior Elevations
5-10	2	2
11-25	2	3
26-50	3	3
51-75	3	4
76-100	4	4
Over 100	Requirement for 76 to 100 dwellings, plus one additional floor plan with 4 elevations for each additional 25 units exceeding 100	

Detached single-family homes configured in a cluster or courtyard, and attached single-family buildings are required to select elevation styles from within the same design influence to ensure compatibility between closely plotted residential homes.

7.3 ARCHITECTURAL CONTEXT

The City of Ontario and the surrounding region has a rich agricultural legacy of farming. Farming communities in Southern California established a rural character with houses and neighborhoods utilizing a variety of traditional architectural styles. Architectural styles inherent in the early development of the southwestern United States and traditional East Coast architectural styles were incorporated into the farm houses and early rural neighborhoods. Architectural styles, elements and massing were reinvented utilizing available indigenous building materials. Plan designs and elements, such as window sizes and proportions, were modified to address local climatic conditions which were warmer and drier. Southern California was also influenced by Spanish architectural styles brought to the region by Spanish settlers and missionaries. These homes were well-suited for the temperate climate of Southern California.

The urbanization of coastal and inland areas in Southern California has resulted in another emerging architectural influence often described as transitional or adaptive styles. These styles may involve interpretation of historical architectural styles as well as modern architectural movements occurring within the last decade. A variety of materials were dominant throughout these styles, such as plaster, stucco and siding with brick, stone or other masonry accent materials.

The community vision for CenterPark is based upon the architectural influences found in early rural areas of Southern California. These architectural styles have been selected because of their connection to older Ontario neighborhoods as well as their appropriateness to accommodate innovative adaptive architectural influences. Each architectural influence outlined in these guidelines should be detailed with elements that represent the character of that particular style.

Together, the styles should be designed to create a neighborhood character that will be sustainable over time.

Each home, building and street should be designed to contribute to the architectural character of the neighborhood. Design elements such as massing, proportions, balance, building and roof forms, entries, porches, window treatments, architectural details and accents, alternate garage configurations/orientations, balconies and roof form/pitch/detailing are should be considered to enhance individual structures and to promote the overall neighborhood character.

DESIGN OBJECTIVES

1. Interpret architectural styles that reflect the historical character of the region.
2. Emphasize styles of architecture that are compatible, yet vary enough to create interest and diversity.
3. Create visually interesting neighborhood streets by varying building plan and elevation plotting.
4. Utilize materials and colors that reinforce the overall design theme.
5. Emphasize front elevations that relate strongly to the street and contribute to pedestrian activity and interaction.

The CenterPark Design Guidelines are to be used as a tool to ensure the character and design quality anticipated and approved for the community is implemented as the Specific plan is implemented. The Guidelines express objectives and approaches rather than formulas and standards, allowing certain architectural creativity and flexibility. The images and sketches illustrated in the Guidelines are intended to be conceptual and are to be used as general visual aids in designing and reviewing the architectural design intent of CenterPark. They are not meant to depict specific floor plans or architectural elevations.

ARCHITECTURAL INFLUENCES

CenterPark strives to create a diverse but harmonious architectural palette. The architectural influences and selected styles share similar design attributes and have been selected in response to the following considerations:

1. They are representative of existing architecture within the City of Ontario and surrounding areas.
2. They are compatible and complementary.
3. They can be interpreted in a variety of ways.
4. They are generally accepted by the market.
5. They can be constructed using current building materials and methods.

The architectural character within each neighborhood shall consist of complementary traditional architectural styles accented or complemented by adaptive interpretations and styles. Architectural influences appropriate within CenterPark include the following:

ONTARIO HERITAGE PALETTE

1. Traditional Influences – including architectural styles such as Colonial, East Coast Traditional and American Farmhouse.
2. Spanish Influences – including architectural styles such as Spanish Colonial, Monterey and Santa Barbara styles.
3. Southern California Influences – including architectural styles such as Ranch and Craftsman styles.

TRANSITIONAL PALETTE

1. Adaptive Traditional Influence – including transitional interpretations of Colonial, East Coast Traditional and American Farmhouse.
2. Transitional Southern European Influence – including adaptive expressions of Spanish, Tuscan and Italianate styles.
3. Transitional California Influence – including transitional interpretations of Ranch and Craftsman styles.

7.3.1 Traditional Influences

Architectural styles such as Colonial, East Coast Traditional and American Farmhouse

The Traditional Influences, allowed within the CenterPark Specific Plan area, consist of architectural styles based on classical design principles established during the American Colonial period and interpreted or blended with various regional styles as development moved westward. Massing is horizontal in appearance with vertical proportioned windows and door surrounds. Front porches are common. The houses are composed of simple forms with centered entry elements over the front door.

Massing is simple and often symmetrical. Two-story rectangular masses are typical with added one-story elements such as porches and garages forming more complex building configurations. Both symmetrical and asymmetrical composition of doors and windows are used to create balanced building elevations.

General materials include horizontal siding or stucco with shingle, brick or stone veneer accents. Simple classical details include columns and door surrounds.

Roof forms include steep to medium roof pitch on the main building with shallow roof pitch used over porch elements. Roof materials are historically shake or shingle with more modern interpretations utilizing flat concrete roof tiles and architectural grade asphalt shingles. Roof dormers are often used to reinforce symmetrical elevations.

Typical design detail elements vary from simple to ornate and include shutters accented with color, front porches with wood or brick columns, gable accents and bay windows. Colonial and Traditional styles may include cupolas, weather vanes, decorative fascia details and other decorative roof ornamentations, while Farmhouse styles are generally less ornate, reflecting a more functional approach to architectural decoration.

Compatible alternative styles include Shingle, New England Monterey and Prairie styles.

Colonial style

Colonial style architecture reflects the historical homes originating along the Eastern coastal regions. Homes are characterized by simple building forms and gable roof design with symmetrical window arrangements and classical or simple architectural details. Window shutters, round or square columns and brick and/or decorative wood accents are examples of Colonial details.

East Coast Traditional style

East Coast Traditional styles are characterized by symmetrical building forms and simple rectangular massing. This style evolved across the Midwest States to Southern California, responding to local construction methods and available materials. Roof forms are predominantly gables with dormer accents. Roof pitches are medium to steep (5:12 minimum). Classical porch columns and enriched wood detailing reinforce the symmetry of the building.

American Farmhouse style

American Farmhouse style homes evolved from the Traditional style to create a more rural interpretation of this popular suburban vernacular. The Farmhouse style utilizes simple window trim accents and a combination of vertical and horizontal siding. This style utilizes medium to steep gable roofs and an occasional gambrel form. American Farmhouse architecture often uses color to accentuate wood details.

Examples of Traditional Influence architectural styles are illustrated in **Exhibit 7-1, Traditional Influences**.

7.3.2 Spanish Influences

Architectural Styles such as Spanish Colonial, Monterey and Santa Barbara Styles

Spanish influenced homes, are based on early California buildings constructed after the great California Gold Rush and are often adapted and blended with traditional building forms and materials from the Eastern United States. Spanish styles reflect strong form and mass, plain wall surfaces and are characterized by low pitched tile roofs. The Spanish Colonial style is often characterized by a semi-formal plan arrangement such as a courtyard design. The Monterey style often includes cantilevered balcony colonnades as a primary design element.

Building massing is generally simple massing. Roof forms are varied and include both gable and hip design.

Overall building forms are generally straightforward rectangular or “L” shaped. Building materials are predominately stucco finished walls with wood or stucco columns. The Monterey style typically has wood siding on the second level. Thick walls with recessed openings and round arched openings are common. Window proportions are predominately vertical, especially on upper levels.

Roof materials and forms include low-pitched gable and shed roofs with various overhang dimensions. The roof designs generally have tight rake ends and/or extended eaves with exposed rafter tails. Spanish homes historically had clay tile roofs with the exception of Monterey styles, which often had wood shake roofs. Modern interpretations utilize concrete ‘S’ tile or flat concrete tile roof materials in colors that reference clay or shake roof colors.











TRADITIONAL INFLUENCES - SUMMARY OF ARCHITECTURAL FEATURES

- Symmetrical or balanced front building elevation.
- Siding and stucco materials with brick/stone accents.
- Gable roof forms with flat tile or architectural shingles – accent dormer windows.
- Classical columns or pillars.
- Porches at entries and front doors.
- Decorative window shutters and window boxes, bay windows.
- Classic detailing such as moldings, window trim, cornices, pediments and shingle accents.

EXHIBIT 7-1 TRADITIONAL INFLUENCES

Design details and features are characterized by ornate wrought iron accents such as balcony railings, window grills and architectural accents. Balcony railing materials include wood pickets as well as wrought iron. Decorative stucco chimneys, decorative columns and simple wood window shutters are characteristic of the Spanish influenced styles.

Compatible alternative styles include Mission and Adobe Ranch styles.

Spanish Colonial style

Spanish Colonial style is a historic style utilizing strong and simple massing and form as well as plain wall surfaces without heavy ornamentation. Curved profile tile roofs on gently sloping planes (4:12 and less pitch) and gable forms characterize this style, along with arched or recessed window forms with simple wrought iron accents. Spanish Revival style is an early 20th century adaptation of Spanish Colonial architecture utilizing both hip and gable roof forms and curved profile roof tiles. Clean lines and simple massing without masonry accent elements differentiate this style from the similar Spanish Colonial architecture.

Monterey style

Monterey style is a regional derivative of Spanish and Eastern Colonial architecture. An adaptive interpretation of the New England counterpart, the Monterey style is typically characterized by two-story structures of simple massing with extended front balconies, often cantilevered. Gable or hip roof forms with exposed rafters, wood posts and shutters reinforce the Monterey style.

Santa Barbara style

Santa Barbara style is another California regional style with Spanish Colonial influences, interpreted in a more informal expression. Similar to Spanish Colonial architecture, the Santa Barbara style utilizes recessed windows and low-pitched roofs (3 to 4:12 pitch) with extended overhangs to address the temperate climatic conditions. Large arched feature windows and stucco columns are elements of this style.
Examples of Spanish Influence architectural styles are illustrated in **Exhibit 7-2, Spanish Influences**.













SPANISH INFLUENCES - SUMMARY OF ARCHITECTURAL FEATURES

- Simple massing and building elevation.
- Thickened stucco walls with simple detailing.
- Low pitched hip and gable roof forms with concrete mission tile.
- Arched openings and decorative columns.
- Courtyards used at entries and covered patio areas
- Details such as wrought iron railing, ceramic tile and window shutter accents.
- Heavy wood members, extended rafters, simple and ornate precast window sills and door surrounds.

EXHIBIT 7-2 SPANISH INFLUENCES

7.3.3 Southern California Influences

Architectural Styles such as Ranch and Craftsman Styles

Varied architectural styles have evolved from the American Arts and Crafts movement including Ranch, Craftsman and Bungalow vernaculars. These moderately detailed buildings are characterized by the use of handcrafted architectural elements and details. The Ranch style is reminiscent of the early ranches and farms of the Southwestern United States.

Building massing is simple, dominated by horizontal massing and rectilinear forms. The styles, while varied, are all generally characterized by horizontal proportions, often with asymmetrical massing at the second level. Historically, several early architectural styles originated as one-story structures, but have been adapted and reinterpreted to two-story structures, especially in Southern California.

Deep, broad porch elements were developed to respond to warm climate conditions and inspired expressive structural elements such as rafters, posts and columns. A mixture of materials such as stucco, board and batten and horizontal siding, with stone, brick or shingle accents are commonly used. The use of wood, stone or brick at porch columns is typical. Asymmetrical doors and windows with simple wood trim surrounds are characteristic of styles within the Southern California architectural influence.

Roof forms of Ranch, Craftsman and Bungalow styles are predominantly low to medium pitched gable designs with occasional hipped or shed roof accents. Deep overhangs and roof dormers reinforce the overall character of these styles. Modern roof materials range from flat concrete tile to architectural grade asphalt shingle.

Compatible alternative styles include Bungalow and Coastal Cottage styles.

Design and detail elements include large gables, windows with accent mullions, triangular knee braces at porch supports, accent roofs and heavy columns or posts, window shutters, decorative gable vent details, and outdoor trellis features.

Ranch style

Ranch style is reminiscent of early country homes in Southern California. This style was popularized by Cliff May and other local architects. Covered porches and terraces utilize simplified architectural details from Colonial and Monterey styles. Horizontal massing and rectilinear forms with wood window surrounds, heavy wood columns and simple shutters characterize the Ranch style.

Craftsman style

Craftsman style homes evolved from the late 19th Century Arts and Crafts movement. Broad open porches covered with low sloping roofs with deep overhangs supported by tapered wood and masonry columns, decorative window patterns and trim, wooden braces and horizontal proportions reinforce the Craftsman style. Low to medium pitched roofs (5:12 or less pitch) are common.

Examples of Southwestern Influence architectural styles are illustrated in **Exhibit 7-3, Southern California Influences**.











SOUTHERN CALIFORNIA INFLUENCES - SUMMARY OF ARCHITECTURAL FEATURES

- Emphasis on horizontal massing and proportions.
- Horizontal and vertical siding materials with stucco walls.
- Low pitched roof forms with flat tile or shingles and extended eaves.
- Simple exteriors with functional ornamentation - brick and stone used for accent building forms.
- Details such as decorative bracing, brick and stone wall treatment, window shutter and accent colors.
- Exposed rafters, simple header and window sills and door surrounds.

EXHIBIT 7-3 SOUTHERN CALIFORNIA INFLUENCES

7.3.4 Art Deco/Modern Influences

Architectural Styles such as Art Deco and Modern Styles

Art Deco architecture emerged during the early 20th century and increased in popularity and influence until the mid-century. The bold geometric lines and rich ornamentation generated a luxurious and lavish character symbolized by the art and fashion of the Bohemian art period and became a representation of progress, modernism and luxury.

As construction technology trended to taller buildings, the Art Deco style, with emphasis on vertical elements such as towers, spires and planted-on column features. Inspired by the technological advancements associated with the industrialized machinery, the architectural forms and details reflected streamlined forms mimicking automobiles and trains of the era. Taller buildings incorporated symmetrical monumental designs while lower profile buildings and residential structures used asymmetrical balance to create interesting and contextual architectural elevations.

Art Deco/Modern style

The Art Deco style became a predominate style in larger, urban structures such as office buildings, large retail and residential skyscrapers that were designed in the first half of the twentieth century. In today's production building environment, the Art Deco influence has demonstrated to be suitable for larger single-family attached and multi-family buildings.

The streamlined detailing and softened building forms create an iconic character that is compatible with architectural styles, both old and new. Appropriate architectural interpretations within the Art Deco/Modern Influences should be compatible with other selected architectural styles within CenterPark.

Compatible architectural styles include Mid-Century Contemporary and Bauhaus styles.

General materials include stucco with geometric bands or accents. Roof forms are generally flat and roof materials include concrete tile, standing seam metal or a combination of roof materials.

Examples of appropriate architectural styles are illustrated in **Exhibit 7-4, Art Deco/Modern Influences**.











ART DECO/MODERN INFLUENCES - SUMMARY OF ARCHITECTURAL FEATURES

- Emphasis on simple, sleek lines and vertical proportions with asymmetrical balanced facades.
- Smooth stucco walls with regular or modular forms.
- Flat roof forms with minimal or no cap treatment - curved roof and corner elements.
- Uncluttered exteriors with geometric ornamentation - strong building forms provide detail.
- Accents include stylized motifs, intricate reliefs/ patterns – accent materials include terra cotta and metallic details.
- Bold accent forms, materials and colors to add visual interest.

EXHIBIT 7-4 ART DECO/MODERN INFLUENCES

7.3.5 Adaptive Traditional Influences

Adaptive Interpretations of the Architectural Styles of the Traditional Influence

Twentieth Century construction technology created an evolution of "new" architectural styles. Many of these styles were reinterpretations of classical styles (such as Neo-Classical) while others were simpler expressions that adapted to context and climate conditions. Appropriate architectural interpretations within the Transitional Palette should be compatible with other selected architectural styles within CenterPark.

Building massing within the Adaptive Transitional Palette is defined by its simplicity and follows the rule that "form follows function". It is intended to introduce style variations to provide a reasonable proportion to buildings that exceed the typical scale of architectural styles that were historically used in single-family detached houses and are suitable for larger buildings generally anticipated for single-family attached and multi-family structures.

Both rectilinear and softened building forms provide the aesthetic balance to this emphasis on function. Ornamentation is minimized and building character is established by the architectural mass and use of materials. Window patterns are geometrically composed.

The Traditional Influences within the CenterPark Specific Plan area include architectural styles from the American Colonial period. These styles have been reinterpreted or blended with various regional design elements and evolved into a cleaner, simpler overall character, omitting or de-emphasizing details in favor of strong contrasting colors.

General materials include horizontal siding or stucco with minimal or monochromatic accents. Roof materials may include concrete tile, standing seam metal, architectural grade asphalt shingles or a combination of roof materials.

Roof details reflect less ornamentation. Eaves and overhangs may be boxed-in or omitted. Roof materials do not utilize blended colors. Examples of appropriate architectural styles are illustrated in **Exhibit 7-5, Adaptive Traditional Influences**.









ADAPTIVE TRADITIONAL INFLUENCES - SUMMARY OF ARCHITECTURAL FEATURES

- Material and colors reinforce horizontal proportions.
- Wood planks, varied siding materials and stucco walls with accent brick or stone.
- Simplified roof forms with flat tile or shingles.
- Simple exteriors with minimal or light ornamentation – modern materials used to accent building forms.
- Formal window composition and simple entry doors reflect classic architectural influence.
- Extended overhangs and shaded windows provide functional design elements and shade.

EXHIBIT 7-5 ADAPTIVE TRADITIONAL INFLUENCES

7.3.6 Transitional Southern European Influences

Transitional Interpretations of the Architectural Styles from the Spanish Influences

The modern interpretations of Southern European architectural styles expressed a wider definition of "Farmhouse" as it infiltrated rural America. The functional simplicity of Spanish and other Southern European styles established a transitional interpretation of Spanish, Tuscan and Italianate architecture. Appropriate transitional architectural interpretations of Southern European influences should be compatible with other selected architectural styles within CenterPark.

The transitional influence includes several contemporary interpretations of the other historical and period architectural styles selected for CenterPark. It also anticipates modern building forms that provide a reasonable scale to buildings that exceed the typical size and massing of architectural styles that were historically used in single-family detached houses and are suitable for larger buildings generally anticipated for single-family attached and multi-family structures.

Spanish influenced homes, appropriate within the CenterPark Specific Plan area, reflect a blending with the influence of the early Catholic Mission. The simplicity of the historic form and mass is elegantly adapted to reflect a clean and simple design character.

Building massing is generally simple massing, allowing "form to follow function" to address solar orientation and other climatic considerations and to accommodate efficient design. Overall building forms are generally rectangular with simple low-pitched gable or hip roof forms.

Roof materials may include "S" tile and flat concrete tile, standing seam metal roofs or a combination of roof materials. Traditional roof overhang dimensions are often reduced and clean design lines are introduced to support the intended style.

Design details include minimal or simple wrought iron elements and no window surrounds. Examples of appropriate architectural styles are illustrated in **Exhibit 7-6, Transitional Southern European Influences**.









TRANSITIONAL SOUTHERN EUROPEAN INFLUENCES - SUMMARY OF ARCHITECTURAL FEATURES

- Simplified building forms and massing breaks to replicate traditional influences.
- Stucco walls with simple detailing and complementary masonry accents to reinforce massing.
- Low pitched hip and gable roof forms with concrete tile.
- Colonial details such as arches, precast surround and columns are omitted or reduced in scale.
- Authentic detailing such as railing, window trim and ornamentation is simplified or modernized.

EXHIBIT 7-6 TRANSITIONAL SOUTHERN EUROPEAN INFLUENCES

7.3.7 Transitional Southern California Influences

Transitional Interpretations of the Architectural Styles from the Southern California Influences

Varied architectural styles from rural towns from the early development of Southern California around the turn of the 20th century have evolved as new construction technology created an evolution of "new" architectural reinterpretations. Many of these reinterpretations of traditional styles that popularize minimal ornamentation and "non-functional" architectural elements create fresh and clean new expressions of Craftsman and Ranch style houses. Appropriate transitional architectural interpretations of Southern California influences should be compatible with other selected architectural styles within CenterPark.

Several roof forms and materials are characteristic within transitional styles. Appropriate forms in a residential context include traditional hip and gable designs, but also include flat roofs with parapet walls and shed roofs. Roof materials may include concrete tile, standing seam metal, architectural grade asphalt shingles or a combination of roof materials.

Traditional design elements are refined to reflect the simplicity of the building, incorporating material or color changes to provide accents and interest. Enlarged overhangs and sunshades, simple windows with thinner profiles and minimal or no trim details and contemporary metal railing are characteristic of transitional architectural styles. Extended roof and window overhangs and trellis elements are introduced in response to warm climate conditions.

Examples of Transitional Southern California Influence architectural styles are illustrated in **Exhibit 7-7, Transitional Southern California Influences**.











TRANSITIONAL SOUTHERN CALIFORNIA INFLUENCES - SUMMARY OF ARCHITECTURAL FEATURES

- Horizontal design emphasis used to reduce scale of larger buildings to reduce overall massing and promote single-story proportions.
- Building materials including siding and stucco with linear stone or brick detailing used as accents.
- Simplified symmetrical or asymmetrical roof forms and flat roofs - extended overhangs over windows.
- Simple exteriors with reduced ornamentation and details - brick and stone used for accent building forms.
- Simple outlookers/wood bracing, brick and stone accent materials and colored siding used to reinforce historic Southern California architectural influences.

EXHIBIT 7-7 TRANSITIONAL SOUTHERN CALIFORNIA INFLUENCES

7.4 MASSING PRINCIPLES

This section provides suggestions for creating neighborhoods and street scenes that have a variety of building forms that create an attractive and vibrant streetscape and public realm that is proportionate to a human-scale and inviting to the pedestrian.

GENERAL ELEMENTS:

1. Front Articulation.
2. Side Articulation
3. Rear Articulation.
4. Roof Form.
5. Balconies and Projections.
6. Building Composition.

OBJECTIVES:

1. Establish a residential scale through architectural design and detailing that reinforces the architectural style.
2. Avoid flat, unarticulated two- and three-story walls that do not reinforce the architectural style or add to the overall building composition.
3. Minimize two- and three-story dominance of the street scene, on sidewalks and open spaces.
4. Upper-level units shall include usable outdoor space/balconies.

7.4.1 Front Articulation

The front elevation of the building is an important element in creating a quality community at CenterPark. Close attention will be placed on all front elevations and how they address the street scene. Emphasis of the location of entries, living areas, and garages will provide a special street appeal.

Emphasis on a variety of building massing will create a diverse street scene.

Guidelines:

1. Building massing should reflect the architectural style.
2. Massing elements should avoid elevations that appear to be “tacked on”.
3. Building details such as doors and windows should be in proportion to the overall massing.
4. Front elevations for two-story buildings should incorporate a single-story element, if feasible.

5. Front elevations for three-story buildings should incorporate one- or two-story elements.
6. All detached homes should have at least two plane variations in the front elevation massing.
7. Blank or unarticulated (uninterrupted) two- and three-story walls are prohibited.
8. Corner homes/buildings should provide massing and details that reflect the visual prominence of this location at a pedestrian scale.

7.4.2 Side Articulation

Four-sided architecture is required throughout CenterPark; however, it is recognized that some buildings sited in close proximity along a street establish a side-to-side orientation where the interior side elevations are less visible from the street. This section shall address this portion of buildings within the context of a specific neighborhood. It is not applicable to side elevations where a front entry door is located (often referred to as a side entry), which should be designed in accordance with the criteria for front articulation.

Guidelines:

1. Architectural articulation should be consistent with the style of the home/building.
2. Vertical and horizontal plane breaks are encouraged.
3. Building details should be proportional to the overall massing.
4. Blank or unarticulated (uninterrupted) two- and three-story walls are discouraged in areas visible from the street and/or common areas.

7.4.3 Rear Articulation

The rear elevation of buildings is an important design consideration, especially with attached home types such as row townhomes and motorcourt buildings, since the rear elevation is often as visually prominent as the front elevation. All building elevations shall address the visual interest and human scale appropriate to the pedestrian activity within the neighborhood.

Special attention shall be given to the design of those dwellings adjacent to, or in close proximity of, arterial roadways, primary local streets, interior local streets, parks, common areas and open spaces. Whether viewed from distant or close range, massing requirements will be implemented to ensure positive community character in these conditions. Generally, repetitious elements such as similar building profiles and continuous gable ends are to be avoided.

Guidelines:

1. Architectural massing and articulation should be consistent with the style of the home.
2. Vertical and horizontal plane breaks are encouraged.
3. Building details should be proportional to the overall massing.

4. Blank or unarticulated (uninterrupted) two- and three-story walls are discouraged in areas visible from the street and/or common areas.
5. Buildings and homes directly adjacent to arterial roadways, collector roads, entry drives, common areas, lanes (alleys) and open spaces should be given particular attention in their rear articulation.

7.4.4 Roof Forms

Roof forms are another important design element as it relates to the massing and the overall character of the community, when seen from both the external edges and inside the neighborhood. A variety of roof forms along streets creates visual interest. Appropriate massing of roof forms helps to create human scale architecture to the street.

Guidelines:

1. Roof forms/pitch should reinforce the architectural style of the home.
2. Roofs shall be composed of simple roof forms.
3. Primary roof forms should be gable or hip designs or should be characteristic of the represented architectural style.
4. Changes in the primary roof (ridge) orientation are encouraged.
5. Flat roof elements should be incorporated only if appropriate to the architectural style.

7.4.5 Balconies and Projections

As part of the overall design of a two-story or three-story building, balconies and projections provide massing relief and interest at the second story. Balcony projections shall be consistent with the architectural character of the home. Additionally, these elements help to create ideal outdoor spaces.

Guidelines:

1. Balcony design should reinforce the architectural style of the building.
2. In multiple unit buildings, balcony composition should create visual interest and organization of forms.
3. Balconies should be designed to screen stored items.

7.4.6 Building Composition

The composition of a residential building should enhance and reinforce the intended architectural character. The building composition is a result of careful consideration of several architectural design components such as the overall building form, proportion and scale, fenestration and building offsets. Architectural design components such as the articulation of each elevation, the roof design, design of exterior features including balconies, window seats, dormers and architectural projections, as well as the arrangement of windows and doors contribute to an attractive and well composed building.

Guidelines:

1. The composition of architectural design components should be consistent with the style of the building or home.
2. Visual interest should be established by a variety of design techniques including fenestration, articulation, architectural projections, building offsets and/or architectural details.
3. Windows and other exterior openings should be stacked or otherwise arranged in an attractive manner that reinforces the architectural character of the building.
4. Entries should be articulated as an important architectural feature.
5. Focal windows should be articulated as important design features.

7.4.7 Front Porches and Entry Courtyards

Several of the architectural styles within the Ontario Heritage Architecture Palette and the Transitional Architecture Palette are characterized by front porches, covered entries and entry courtyards. These elements are important design features in the interpretation and reinforcement of the intended aesthetic character.

Guidelines:

1. Porches and covered entries are encouraged to enhance the entries to individual residences.
2. Porches should have a minimum depth of 5 ft.. 7ft. deep porches are encouraged for buildings within the Ontario Heritage Architecture Palette, including American Farmhouse, Ranch and Craftsman styles.
3. Wrap-around porches are encouraged at corner conditions.
4. Covered entries should be used on at least 50% of the entries on front elevations of attached residential housing types and all building elevations that are visible from public or private streets.
5. Entry courtyards, including enclosed patio areas, are characteristic of architecture styles within the Spanish and Southern European Influences. Entry courtyards shall be a minimum of 5 ft. in depth and 7.5 ft. deep courtyards are encouraged along public streets and adjacent to visible open spaces.

7.5 GARAGE PLACEMENT

The configuration, location and orientation of the garage are integral design elements, both for the composition of detached houses and attached residential buildings and for its visual and functional impacts to local neighborhood streets. De-emphasizing the garage is important in order to maintain the overall community design. Emphasizing the living areas of the home as they address the street will help achieve this goal. Single-family homes should orient garages onto private common driveways, wherever possible, to minimize the visual impact of garages facing neighborhood streets and individual driveway interruptions along these streets. Rear loaded homes, courtyard homes and cluster homes are effective home types and are encouraged. Preferred garage orientation onto private drives and driveways as illustrated in **Exhibit 7-8, Garage Placement**, reinforce the overall pedestrian experience within each neighborhood in CenterPark.

GUIDELINES:

1. Cluster homes and rear loaded homes which eliminate or minimize garages facing neighborhood streets are encouraged.
2. Standard double car garage doors are to be recessed a minimum of 8-inch from the face of the garage wall.
3. Standard street facing 3-car garage configurations are not allowed.
4. Shallow recessed two-car garages shall have a minimum setback of 3 ft. measured from the garage face to the back of the curb.

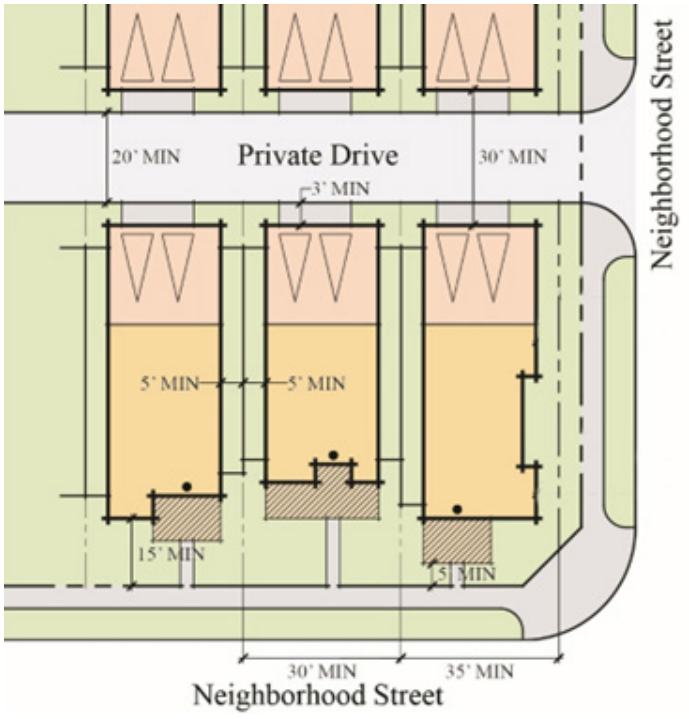


EXHIBIT 7-8 GARAGE PLACEMENT

7.6 MATERIALS AND DETAILS

Architectural materials and detailing are fundamental elements to creating quality communities. Appropriate focus should be given to the architectural details the design of the details, and architectural elements of the building.

GENERAL ELEMENTS

1. Wall Materials/Finishes.
2. Accent Materials.
3. Doors and Windows.
4. Roofing Materials and Slope.
5. Fascias, Eaves and Rakes.
6. Exterior Colors.

7.6.1 Wall Materials/Finishes

Approved Materials:

1. Board and batten siding.
2. Cement plank siding.
3. Stucco.
4. Exposed masonry walls (no unfinished precision block; decorative block only: brick, slump block, etc.).
5. Stone, brick, brick veneers (accent materials).

Approved Finishes:

1. Stucco finishes appropriate to the architectural style of the building.
2. Smooth or sand finishes are encouraged.
3. Vinyl siding prohibited.

Guidelines:

1. Building materials should reflect the architectural style of the building.
2. Masonry elements and accents should reflect building forms and not appear as an applied veneer.

7.6.2 Accent Materials

Accent materials promote individuality in each home and ensure diverse character within the neighborhood. Accents can be used to reinforce the architectural theme of the building.

Guidelines:

1. Accent materials should complement the overall color and style of the building.
2. Accent materials shall terminate at inside corners or be wrapped to coincide with an architectural element.
3. Accent materials may terminate at location of the lateral fence or at logical end, as approved by the Planning Department.
4. Architectural trim shall be applied to all elevations and shall be consistent with front elevation of the building.

7.6.3 Doors and Windows

The design and detail of the doors and windows on a home reinforce the architectural style and are key elements in the composition of the exterior elevation of the building.

Guidelines:

1. Door designs shall be consistent with the architectural style of the building.
2. Doors should be protected by porch elements or recessed entries.
3. Garage and entry door designs shall be appropriate to the style of the building.
4. Alignment and proportions of windows shall be appropriate to the architectural style of the building.
5. All windows (including garage door windows) are to be consistent with the architectural style of the building.
6. Divided light windows are encouraged, if they reinforce the intended architectural style.
7. Window details such as shutters, trim surrounds, window boxes and window recesses are encouraged to reinforce the intended architectural style.
8. Reflective glazing is not permitted.

7.6.4 Roofing Materials and Slope

Roofing materials as well as roof forms, pitch and design details are integral elements that reinforce the intended architectural style of the building. Proposed roofs should reflect the architectural style of the building. Roof slopes should be reflective of the character of the building and accent roof elements should reflect the appropriate architectural style.

Attention should be given to address the context of the roof of each home relative to the adjacent building along the street.

Approved Roofing Materials (subject to compatibility with the intended architectural style):

1. Concrete tile (flat or curved profile).
2. Clay tile.
3. Slate.
4. High profile composition shingle (3-dimensional).
5. Standing seam metal.

Prohibited Roof Materials:

1. Wood shake.
2. Wood shingle.
3. Low profile asphalt composition.
4. Corrugated metal.

Guidelines:

1. Roof materials and roof pitches need to be selected to reinforce the architectural style.
2. Standing seam metal roofs painted in non-reflective neutral colors are allowed in appropriate architectural styles.
3. Avoid repetition in continuous gable-ends and similar ridge heights.

7.6.5 Eaves, Fascias and Rakes

Guidelines:

1. Eave, fascia and rake proportions are to be appropriate to the architectural style.
2. Larger eave overhangs provide opportunities for shading and should be used in appropriate architectural styles.
3. Exposed rafter tails shall be a minimum of 4-inch in thickness.

7.6.6 Exterior Colors

Building colors are important to establishing a blended community at CenterPark, yet they should give the impression that each home was designed on its own. Appropriate color selections make each building unique, but still look natural and in place in the neighborhood context.

Guidelines:

1. Diversity of color is encouraged.
2. Color shall contribute to distinguishing the overall architectural style of the building.
3. Colors should reflect the natural hues found in Southern California.
4. Color and hue variation in adjacent homes shall be provided to create neighborhood diversity.

A minimum of four different color schemes shall be provided for each architectural style.

7.7 ADDITIONAL DESIGN ELEMENTS

Design elements that are utilitarian in nature should be designed as integral features that support the intended architectural style.

GUIDELINES:

1. Gutters and downspouts should be designed to minimize their visibility from streets and common areas.
2. Exposed gutters and downspouts shall match roof or wall color.
3. Faux copper patina is acceptable.
4. Rooftop mechanical equipment is prohibited.
5. Air conditioning/heating equipment shall be screened from the street and neighboring views and shall be ground mounted.
6. Pool, spa and water softening equipment shall be screened from neighboring views.
7. Meters shall be screened from public view to the extent possible.

8. Back flow preventers shall be adequately screened from public view.
9. Decorative paving shall be provided at appropriate locations, subject to approval of the Planning Director. Appropriate locations include, but are not limited to, pedestrian crossing locations and areas of high expected pedestrian travel, entry locations to common walkways, access to parks and common open space.

7.8 MIXED-USE COMMERCIAL/OFFICE GUIDELINES

CenterPark Specific Plan allows for Commercial and Office developments within Planning Areas 4, 5, 10 and 11 along Ontario Ranch Road and Grove Avenue. These areas combine for approximately 44.3 acres and will be designed to create a place for surrounding residents to have access to shopping and employment opportunities within CenterPark. Surrounding residents will have the ability to access services by foot or bicycle.

Mixed-use planning areas are oriented into this primary intersection connecting the community to the overall Ontario Ranch and the rest of the City of Ontario.

The location of PA 4, 5, 10 and 11 along Ontario Ranch Road create the opportunity for thematic intersection monumentation. This intersection will provide a sense of place for the CenterPark area and will establish a cohesive design character defining the CenterPark planned community. In order tomaintain an overall character of CenterPark area, combining commercial and office uses, development is expected to be designed with a compatible and harmonious character with quality that is harmonious and integral to the residential neighborhoods and the overall sense of place for CenterPark.

These Commercial/Office Design Guidelines will help facilitate the development of the area to enhance the pedestrian experience that positively contributes to the character of CenterPark Specific Plan area. These guidelines are general in nature and are not intended to be strictly enforced rules, but as a tool in aiding the design process. Developers of future commercial and/or office projects will be required to submit Development Plans to the City demonstrating consistency with the CenterPark Specific Plan that includes these Guidelines, for City approval.





7.8.1 Architectural Design

7.8.1.1 Guiding Principles

Guiding Principles for commercial/office design for CenterPark Specific Plan are:

Buildings should contribute to a qualitative nature of the overall neighborhood.

- Proper scale and proportions in massing and details should be used.
- Pedestrian open spaces should be provided.
- Massing and articulation should be varied.
- Buildings shall be designed at a human-scale.

Buildings should have an enduring quality.

- Design should draw inspiration from the rich and diverse Southern California architectural heritage.
- Materials and colors typical to Southern California should be used.
- Details and ornamentation should be authentic.
- Design shall create an inviting place to shop and work.





7.8.1.2 Site Planning

Orientation

Buildings should be oriented for optimal visibility from the street. Windows and entries should face the street avoiding blank walls dominating public views. Stores with entries not visible from the street may be oriented towards pedestrian open space and all primary entries should face onto a street or a connecting walkway.

Building clusterings are recommended to help define parking lot areas and encourage walking between stores. Building entries and storefronts should be positioned close to one another to reduce walking distances between them.

Driveways and Sidewalks

The site shall be provided with an adequate number of driveways to facilitate circulation and also reduce the traffic impact along the surrounding arterials. Pedestrian crossing distances should be minimized at driveways. All driveways and sidewalks shall be constructed per City Standards and to the satisfaction of the City Engineer. No decorative paving will be allowed in the public right-of-way unless otherwise approved by the City Engineer.

Street Frontage and Buildings

Streetside buildings, or those with no parking separating them from the street, should use windows and entry features to soften the building's appearance to the street.

Streetside Setbacks and Buildings

The sides of buildings along street edges shall be landscaped within the setback to soften the building's appearance as well as designed with windows or design elements.

Refuse Containers, Utility and Mechanical Equipment

Refuse containers and equipment shall be easily accessed by service vehicles. They shall be screened from view of the streets, parking lots, and connecting walkways through roof forms, walls and/or landscaping.

Screening details should incorporate elements that are compatible to the architectural style of the buildings. Proper landscaping, including trellises, may also help to screen these elements. Equipment and enclosures shall not be located near pedestrian walkways. Roof-mounted equipment shall be screened by the roof/ parapet and strategically located from the visibility of the public view.

Sidewalks

Public sidewalks shall be located along natural pedestrian travel paths and should be a minimum of 5 ft. wide. All walkways shall be a minimum of 4 ft. wide within developments in the Specific Plan area will comply withe ADA standards for accessibility.

7.8.1.3 Building Design

Massing

With larger buildings, appropriate massing becomes more important to maintain the human-scale of the development and create a visually pleasing environment. Bay windows, stepped buildings, height changes and setback variations between stores help to break up large buildings as well as indicate entries and store locations to customers. Tower elements or monumental features are encouraged at focal points, such as corners, plazas, major entrances, or where walkways meet streets.

Varying setbacks along the front façade of buildings are recommended to create small outdoor public spaces for pedestrians to gather and sit.

Roof Forms

Roof pitches shall be compatible to the architectural style of the buildings. Flat roofs should vary in height and be accompanied by cornice, trim or other accent features.

Arcades and Awnings

Outdoor arcades along store fronts are encouraged over pedestrian walkways. Arcades may be used to connect separate buildings providing a more pleasing experience for pedestrians. Trellises or awnings may also be used to create a covered walkway to protect pedestrians from the sun and rain.

Entry Design

Building entries shall be prominent and easily identified. Various elements can be used to enhance the entry features including massing variation, materials and color change, change in roof form, and awnings. For smaller retail buildings that are part of a cluster or strip, arcades, awnings and simple signage may be acceptable as entries.

No signs shall be placed in the public right-of-way and shall be in accordance with City standards regarding corner site distance.

Design Flexibility

Retail spaces exceeding 30,000 sq. ft. should be designed with the flexibility to be divisible into smaller retail spaces, should future market demand change.

Façades that are visible from adjacent streets or walkways should display even greater visual interest by using architectural elements that break up the massing of large buildings, such as windows, arcades, awnings, porticos, and other architectural features.

Base and Top Treatments

Base and top treatments help to balance the “weight” of the building visually. Bases should appear to “ground” the building, while tops create a defined edge to the roofline. Possible treatment techniques are as follows:

Base:

- Natural materials.
- Enriched landscaping with a mature height of at least 18-inch.
- Pre-cast materials.
- Other decorative, durable materials as approved by the City.
- Thicker walls.

Tops:

- Cornice treatments.
- Roof overhangs with brackets.
- Stepped parapets.
- Textured materials - Colored “stripes” are not acceptable as the only treatment.

Exterior Materials

Recommended materials include, but are not limited to stucco, exterior plaster, brick, wood siding, tile, pre-cast concrete or stone. Exterior materials that appear pre-fabricated are not recommended.

Selected materials and detailing should have an enduring appearance. Foam products should be avoided at the pedestrian level.

Roof Materials

Roofing materials that are generally acceptable include standing metal seam, concrete tile, tile and slate or slate-like materials. Asphalt or wood shingles are prohibited.

Colors

Color selection shall be consistent with the selected architectural style.





7.9 COMMUNITY STRUCTURES

Community structures should be designed to reinforce the architectural style of the surrounding neighborhood and the overall CenterPark Community.

GUIDELINES:

1. Detached structures, such as restroom buildings, pool cabanas and gate houses associated with individual neighborhoods shall be designed to match the style, detail, roof material/pitch and massing criteria of the primary buildings within the neighborhood.

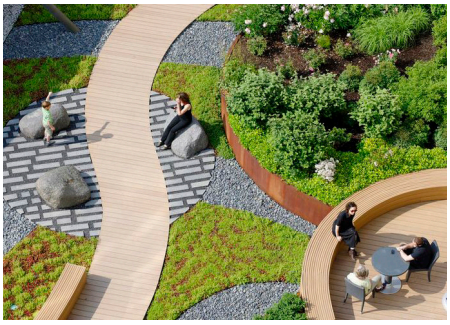
2. Detached garages, storage buildings and utility buildings should incorporate design features, materials and colors compatible with the primary buildings within the neighborhood.

7.10 DESIGN GUIDELINES FOR LANDSCAPE ARCHITECTURAL CHARACTER

The vision for CenterPark – the experience of scenery and the interface between urban design and natural landscape – inspired the overall community landscape character and treatment for the CenterPark Specific Plan. The following Design Guidelines are organized to define the basic landscape design principles for CenterPark. Observing these Guidelines will help to implement the overall design vision and assure the design integrity of CenterPark throughout implementation.

All landscape plans, streetscape plans and graphic designs with regard to community identity, neighborhood identity or entry monumentation shall conform to the guidelines as set forth herein and shall be subject to review and approval by the City of Ontario. Landscaping utilized for Ontario Ranch Road, Campus, Bon View, Grove and Walker Avenues shall be designed in accordance with the Ontario Ranch Streetscape Master Plan and Landscape Development Standards.







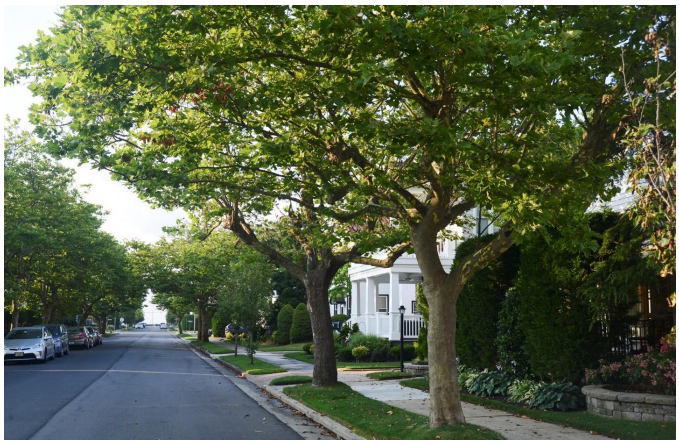
7.11 FRAMEWORK STREETSCAPE DESIGN

Streetscape design guidelines establish a hierarchy for the landscape development along the surrounding roadways, as well as establish a framework for consistency of design. Framework streets traverse the Specific Plan and intersect project site at the central mixed-use planning areas. They also provide a gateway to the City of Ontario Grand Park. See **Exhibit 7-9, Landscape Framework Plan**. The framework streets are defined as follows:

1. Ontario Ranch Road.
2. Grove Avenue.
3. Grand Park Avenue.

The design of neighborhoods within CenterPark further reinforces the hierarchy of streets within the Specific Plan. The neighborhood streets provide for local circulation and access for residents and visitors. These streets may be public or private. Local neighborhood streets will be designed to meet public roadway engineering and construction standards. The internal local streets include the following:

1. Cucamonga Avenue and Parco Ave.
2. Local Public Neighborhood Streets.
3. Private/Common Drives.
4. Private Driveways/Alleys.



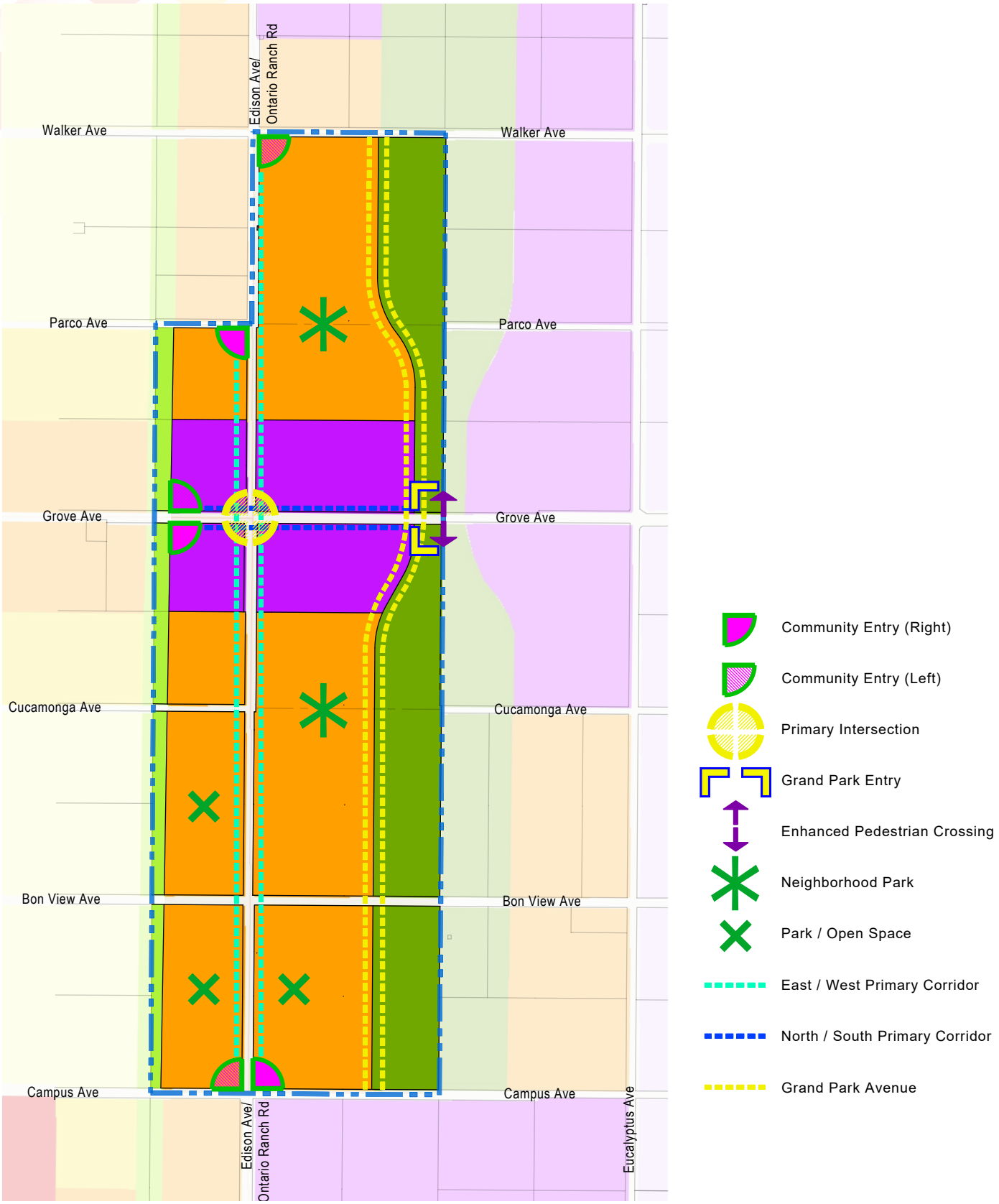


EXHIBIT 7-9 LANDSCAPE FRAMEWORK PLAN

7.12 LANDSCAPE STREETSCAPE TREATMENT

The overall landscape treatment along the streets within the CenterPark Specific Plan establish the general framework for the community. Tree plantings within landscape buffers and neighborhood edges combined with the master planned street trees and landscape treatment along public streets, private streets and private drives, create a spatial hierarchy and visual character throughout the community and within the residential neighborhoods of CenterPark.

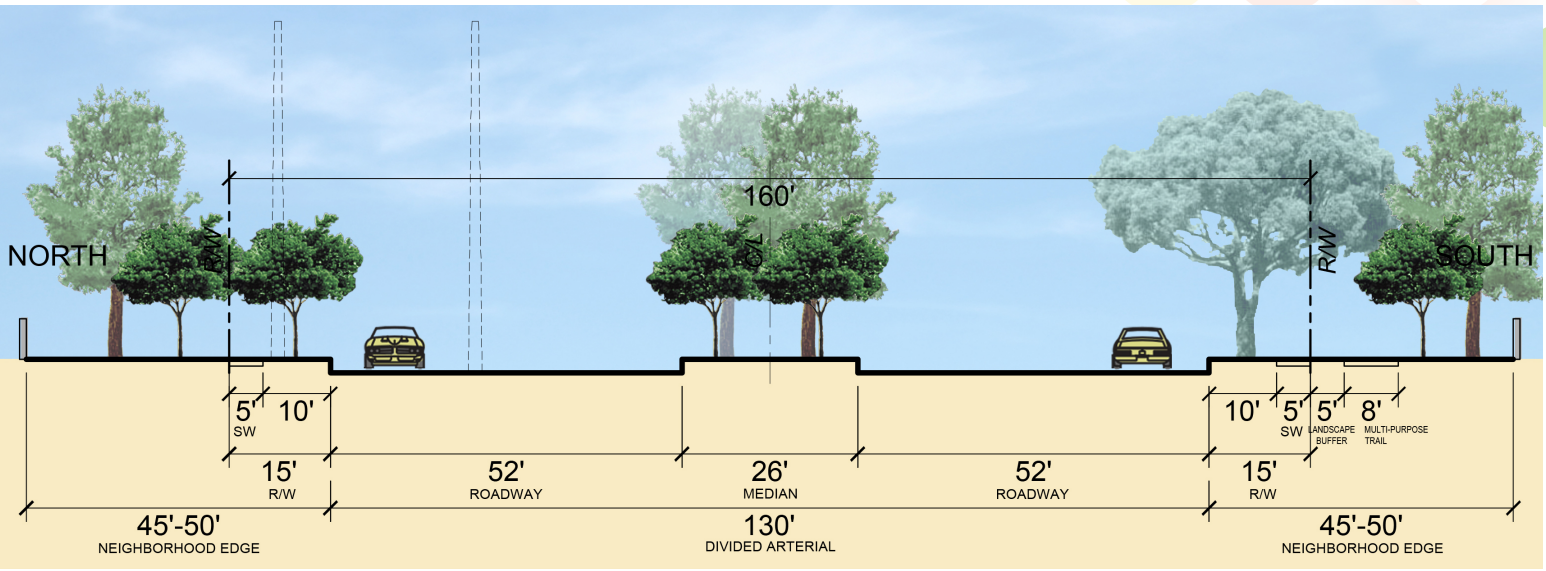


7.12.1 Ontario Ranch Road

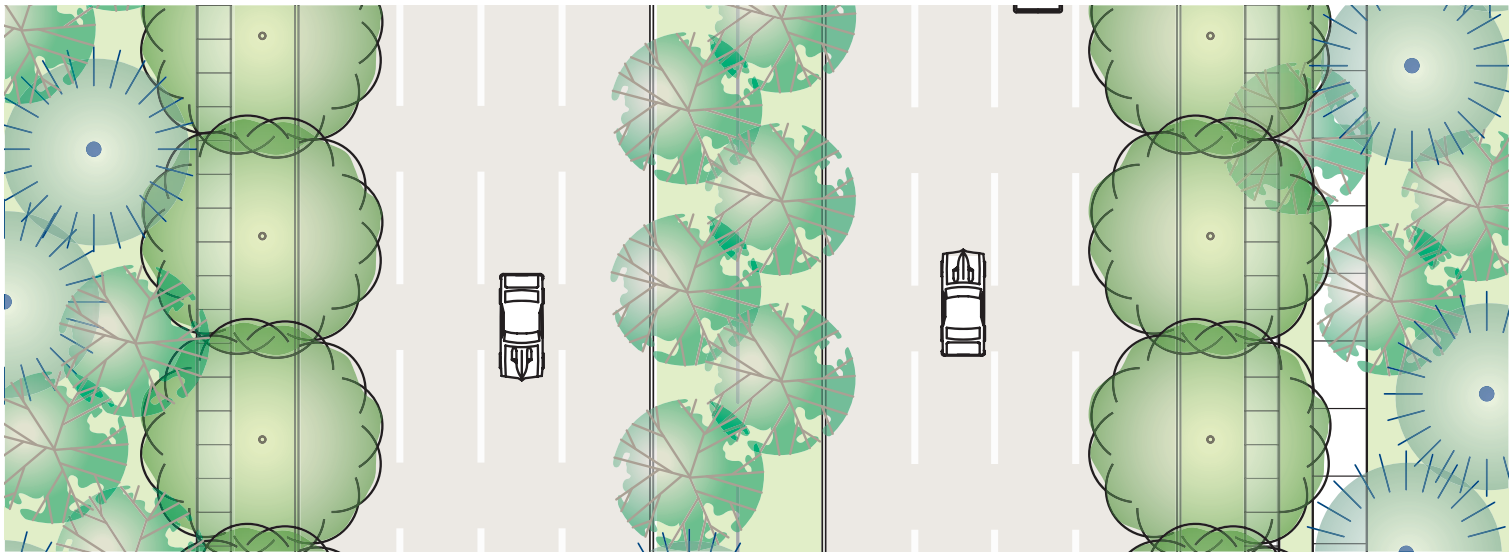
Ontario Ranch Road traverses the CenterPark Specific Plan area in an east/west direction from Campus Avenue to Walker Avenue. The Ontario Ranch Road streetscape will be developed in accordance with the Ontario Ranch Streetscape Master Plan 2018. On Ontario Ranch Road the streetscape trees are of the Quercus agrifolia (Coast Live Oak), Pinus eldarica (Afghan Pine) as well as Lagerstroemia 'Natchez' (White Crape Myrtle). Approved shrubs include Viburnum tinus 'Spring Bouquet'(Laurustinus) and Rosa 'Pink Iceberg' (Pink Iceberg Shrub Rose).

The streetscape plan for Ontario Ranch Road is illustrated in **Exhibit 7-10, Ontario Ranch Road Streetscape**. Improvements within the neighborhood edge of the CenterPark development may include monumentation within the landscape buffer area as shown on **Exhibit 7-9, Landscape Framework Plan**.

The typical cross section for Ontario Ranch Road in the Ontario Ranch Streetscape Master Plan 2018 includes a raised center median planted with deciduous trees. There are existing public utilities located within the future median area. There may be planting or other restrictions within these utility easements. These restrictions may conflict with the typical Master Planned street section. Any such conflicts will be discussed with the affected public agencies and resolved concurrent with TTM approval for the adjacent property.



STREET - CROSS SECTION



STREET - PLAN VIEW

TREE LEGEND

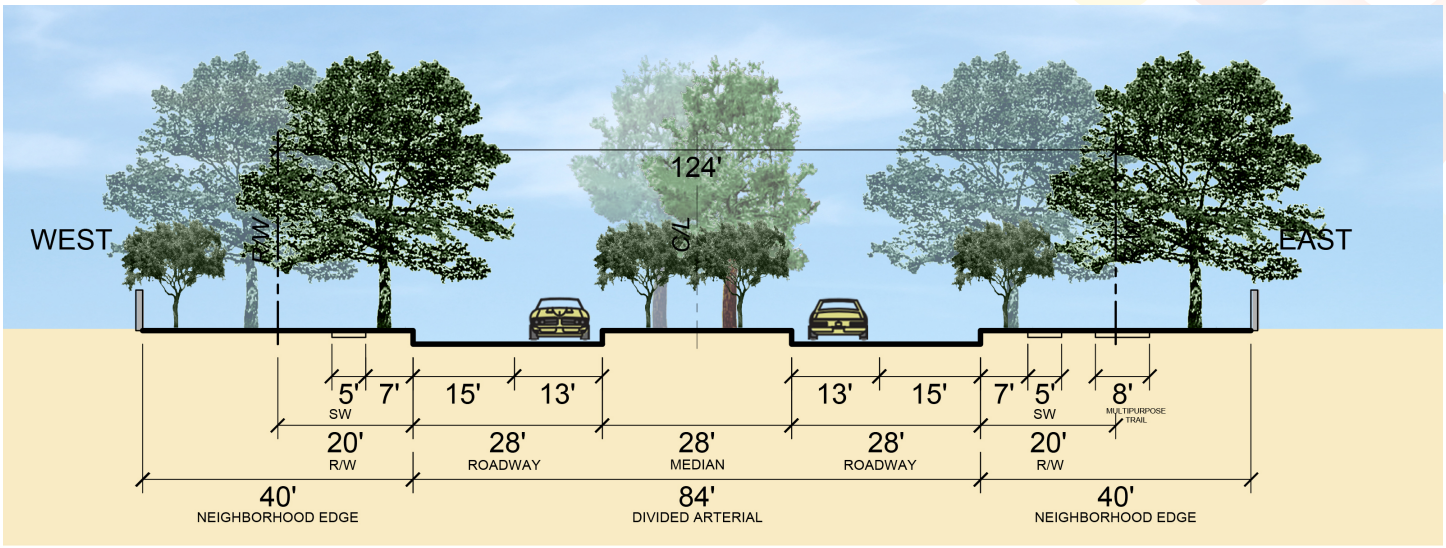
SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE HEIGHT X SPREAD	SPACING RESIDENTIAL	SPACING COMMERCIAL	TYPE
	QUERCUS AGRIFOLIA / COAST LIVE OAK	40' x 30'	at 30' o.c.	at 40' o.c.	Evergreen
	LAGERSTROEMIA INDICA 'NATCHEZ' / WHITE CRAPE MYRTLE	20' x 12'	at 15' o.c.	at 15' o.c.	Deciduous
	PINUS ELDARICA / AFGHAN PINE	40' x 30'	at 30' o.c.	at 40' o.c.	Evergreen

EXHIBIT 7-10 ONTARIO RANCH ROAD STREETSCAPE

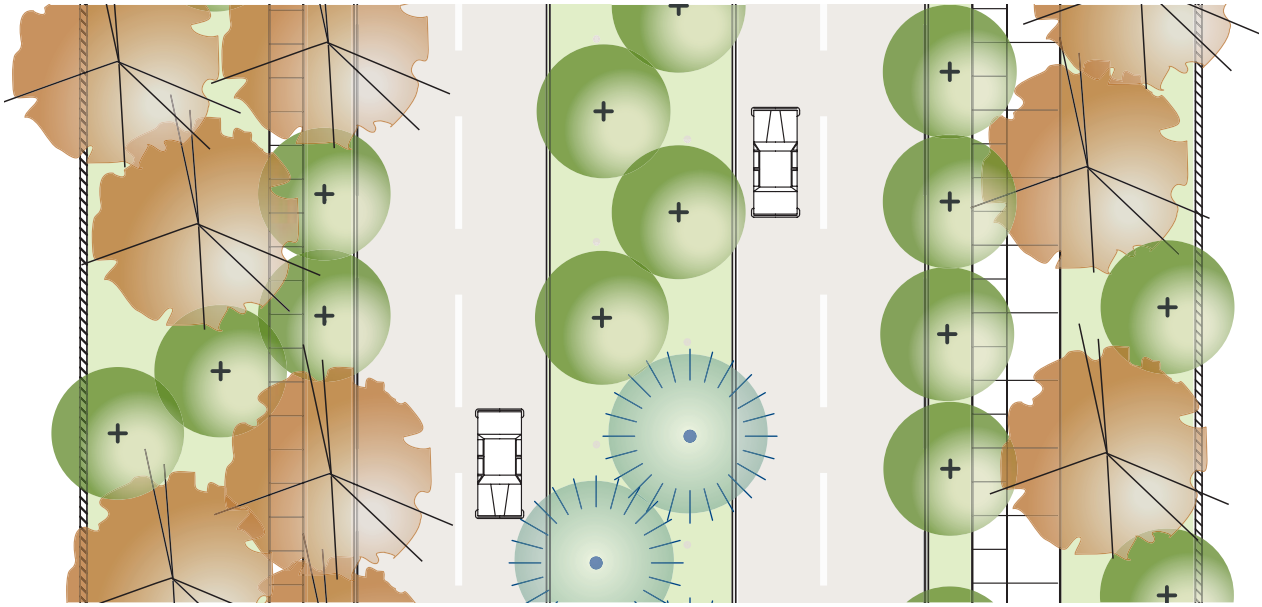
7.12.2 Grove Avenue

Grove Avenue traverses the CenterPark Specific Plan area in a north/south direction from the south side of the major SCE power line easement located approximately 400 ft. north of Ontario Ranch Road to the mid-point of the future Grand Park located one quarter mile south of Ontario Ranch Road. The Grove Avenue streetscape will be developed in accordance with the Ontario Ranch Streetscape Master Plan 2018. The streetscape trees on Grove Avenue will be a mix of Platanus X acerifolia 'Bloodgood' (London Plane Tree), Pinus eldarica (Afghan Pine) and Cercis occidentali (Western Redbud). Prunus caroliniana (Carolina Laurel Cherry) and Muhlenbergia capillaris 'Regal Mist' (Pink Muhly) are allowable shrubs on this street.

The streetscape plan for Grove Avenue is illustrated in **Exhibit 7-11, Grove Avenue Streetscape**. Improvements within the neighborhood edge of the CenterPark development may include monumentation within the landscape buffer area as shown on **Exhibit 7-9, Landscape Framework Plan**.



STREET - CROSS SECTION



STREET - PLAN VIEW

TREE LEGEND

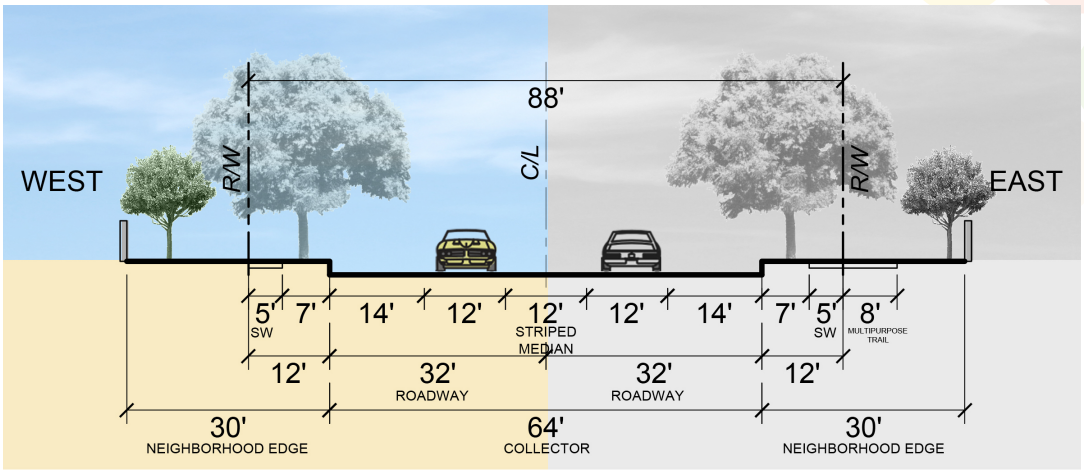
SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE HEIGHT X SPREAD	SPACING RESIDENTIAL	SPACING COMMERCIAL	TYPE
	PLATANUS ACERIFOLIA 'BLOODGOOD' / LONDON PLANE TREE	40' x 30'	at 30' o.c.	at 40' o.c.	Deciduous
	PINUS ELDARICA / AFGHAN PINE	40' x 30'	at 30' o.c.	at 40' o.c.	Evergreen
	CERCIS OCCIDENTALIS / WESTERN REDBUD	20' x 15'	at 12' o.c.	at 15' o.c.	Deciduous

EXHIBIT 7-11 GROVE AVENUE STREETSCAPE

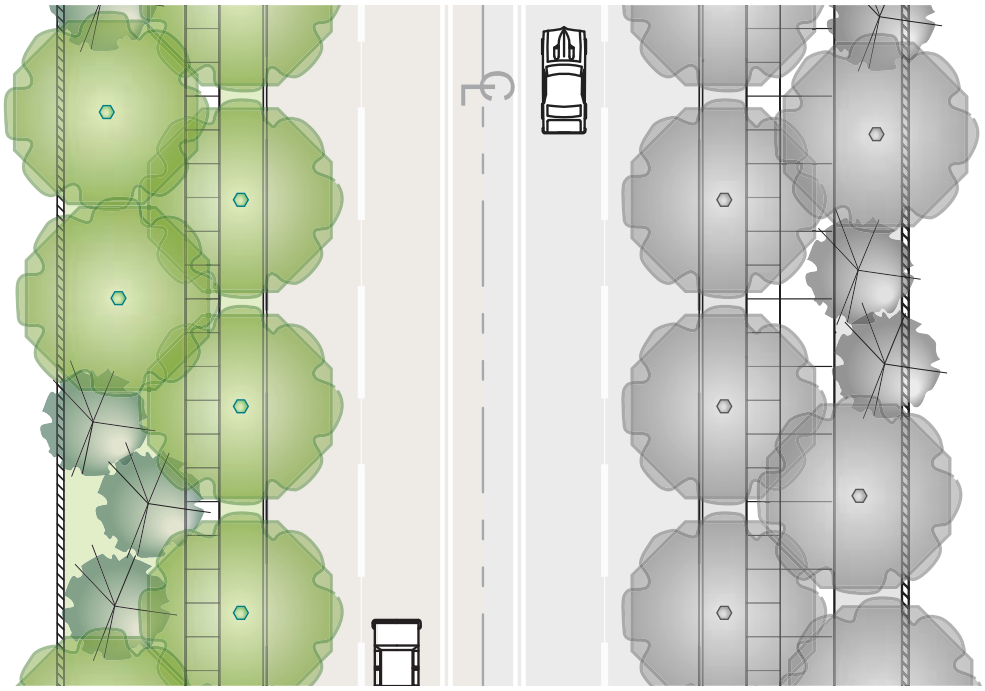
7.12.3 Walker Avenue

Walker Avenue is located along the eastern boundary of the CenterPark Specific Plan area. The Walker Avenue streetscape will be developed in accordance with the Ontario Ranch Streetscape Master Plan 2018. On Walker Avenue, Koelreuteria Bipinnata (Chinese Flame Tree) and Tristania Laurina (Water Gum) can be planted. Acceptable shrubs are Elaegnus Pungens (Silverberry) and Sesleria autumnalis (Autumn Moor Grass).

The streetscape plan for Walker Avenue is illustrated in **Exhibit 7-12, Walker Avenue Streetscape**. Improvements within the neighborhood edge of the CenterPark development may include monumentation within the landscape buffer area as shown on **Exhibit 7-9, Landscape Framework Plan**.



STREET - CROSS SECTION



STREET - PLAN VIEW

TREE LEGEND

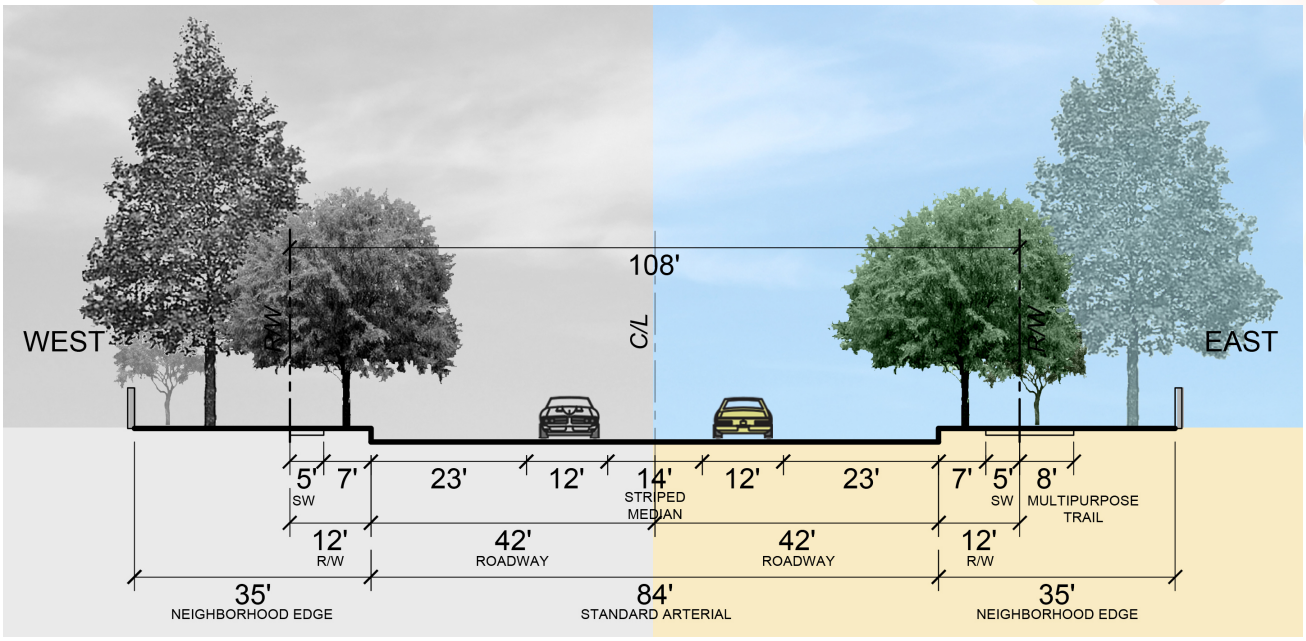
SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE HEIGHT X SPREAD	SPACING RESIDENTIAL	SPACING COMMERCIAL	TYPE
	KOELREUTERIA BIPINNATA / CHINESE FLAME TREE	30' x 30'	at 30' O.C.	at 40' O.C.	Deciduous
	TRISTANIA LAURINA / WATER GUM	15' x 15'	at 15' O.C.	at 20' O.C.	Evergreen

EXHIBIT 7-12 WALKER AVENUE STREETSCAPE

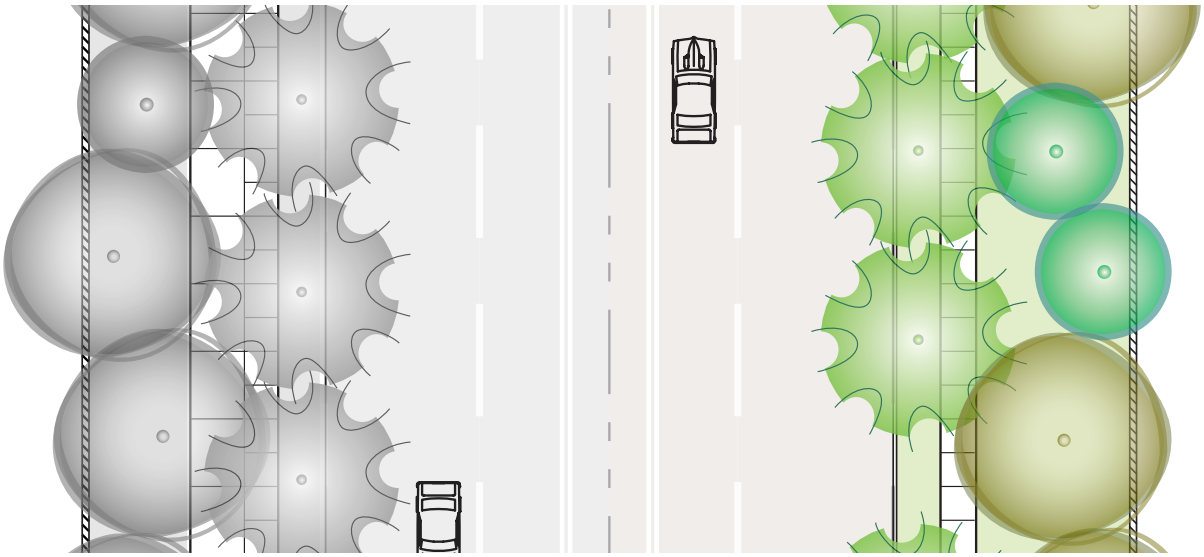
7.12.4 Campus Avenue

Campus Avenue is located along the western boundary of the CenterPark Specific Plan area. The Campus Avenue streetscape will be developed in accordance with the Ontario Ranch Streetscape Master Plan 2018. The streetscape trees on Campus Avenue should consist of Ulmus parvifolia 'Drake' (Drake Elm), Tabebuia chrysotricha (Golden Trumpet Tree) and Celtis sinensis (Chinese Hackberry). Acceptable shrubs are Cotoneaster lacteus (Cotoneaster) and Lonicera japonica (Japanese Honeysuckle).

The streetscape plan for Campus Avenue is illustrated in **Exhibit 7-13, Campus Avenue Streetscape**. Improvements within the neighborhood edge of the CenterPark development may include monumentation within the landscape buffer area as shown on **Exhibit 7-9, Landscape Framework Plan**.



STREET - CROSS SECTION



STREET - PLAN VIEW

TREE LEGEND

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE HEIGHT X SPREAD	SPACING RESIDENTIAL	SPACING COMMERCIAL	TYPE
	CELTIS SINENSIS / CHINESE HACKBERRY	30' x 50'	at 30' o.c.	at 30' o.c.	Deciduous
	ULMUS PARVIFOLIA 'DRAKE' / DRAKE ELM	50' x 30'	at 25' o.c.	at 30' o.c.	Semi-Evergreen
	TABEBUIA CHRYSOTRICHA / GOLDEN TRUMPET TREE	15' x 25'	at 20' o.c.	at 25' o.c.	Briefly Deciduous

EXHIBIT 7-13 CAMPUS AVENUE STREETSCAPE

7.12.5 Bon View Avenue

Bon View Avenue is located approximately one quarter mile east of the western boundary of the CenterPark Specific Plan area. The Bon View Avenue streetscape will be developed in accordance with the City of Ontario Master Plan of Streets and Highways.

On Bon View Avenue, Pistacia chinensis (Chinese Pistache) and Quercus agrifolia (Coast Live Oak) can be planted. Acceptable shrubs and groundcovers include Rhaphiolepis 'Majestic Beauty' (Majestic Beauty Indian Hawthorne) and Baccharis pilularis 'Twin Peaks' (Dwarf Coyote Brush).

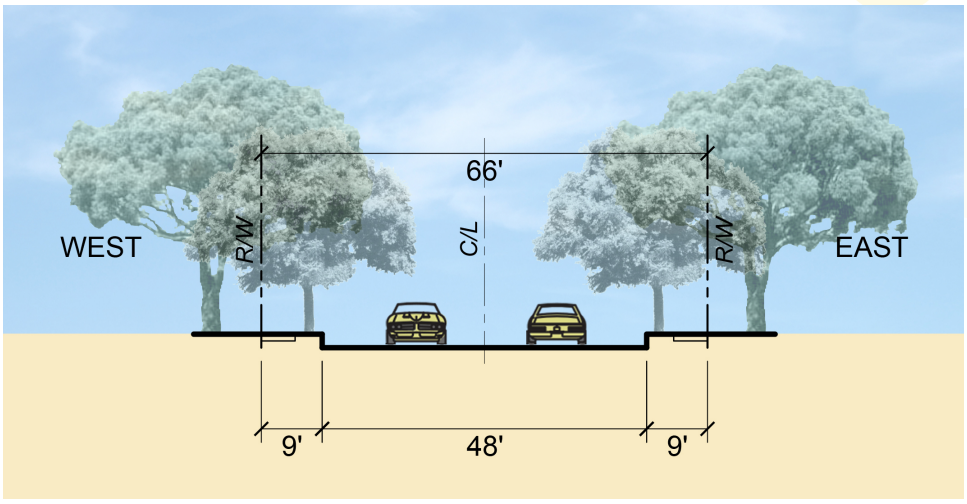
The streetscape plan for Bon View Avenue is illustrated in **Exhibit 7-14, Bon View Avenue Streetscape**. Improvements within the neighborhood edge of the CenterPark development may include monumentation within the landscape buffer area as shown on **Exhibit 7-9, Landscape Framework Plan**.

7.12.6 Cucamonga Avenue

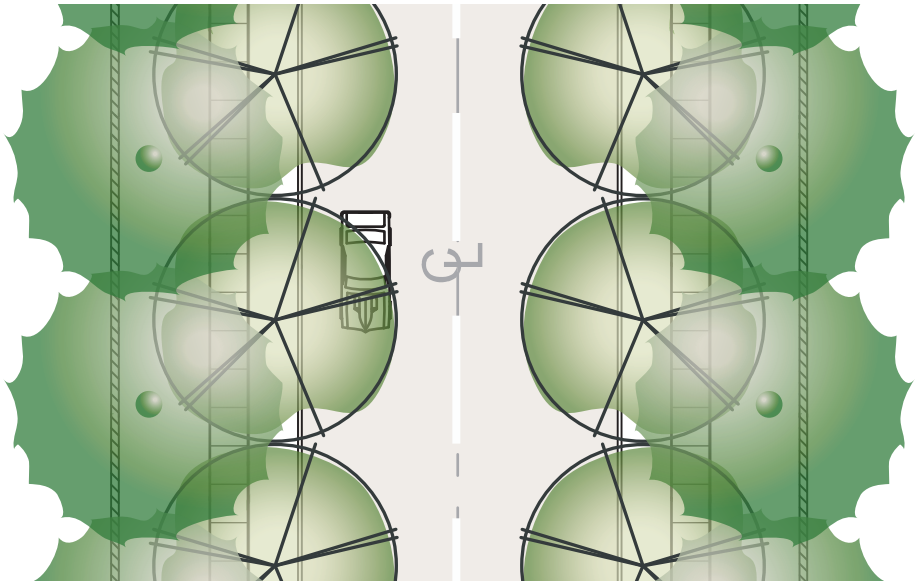
Cucamonga Avenue is a local north/south street providing access to the residential neighborhoods within the western portion of the CenterPark Specific Plan area. Cucamonga Avenue terminates on a neighborhood park and provides a connection and visual access to the Grand Park. The streetscape for Cucamonga Avenue will be developed in accordance with the City of Ontario Landscape Development Standards.

The Cucamonga Avenue streetscape tree will be Tristania Laurina (Water Gum). Acceptable shrubs and groundcovers include Pittosporum tobira 'Wheeler's Dwarf' (Wheeler's Dwarf Pittosporum), Rosmarinus 'Tuscan Blue' (Tuscan Blue Rosemary), and those in the Salvia (Sage) and Thymus (Creeping Thyme) species.

The streetscape plan for Cucamonga Avenue is illustrated in **Exhibit 7-15, Local Street Streetscape**. Improvements within the neighborhood edge may include monumentation within the landscape buffer area as shown on **Exhibit 7-9, Landscape Framework Plan**.



STREET - CROSS SECTION



STREET - PLAN VIEW

TREE LEGEND

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE HEIGHT X SPREAD	SPACING RESIDENTIAL	SPACING COMMERCIAL
	PISTACIA CHINENSIS / CHINESE PISTACHE	25' x 30'	at 30' O.C.	at 30' O.C.
	QUERCUS AGRIFOLIA / COAST LIVE OAK	35' x 35'	at 30' O.C.	at 40' O.C.

EXHIBIT 7-14 BON VIEW AVENUE STREETSCAPE

7.12.7 Parco Avenue

Parco Avenue is a local north/south street providing access to the residential neighborhoods within the eastern portion of the CenterPark Specific Plan area. Parco Avenue terminates on a neighborhood park and provides a connection and visual access to the Grand Park. The streetscape for Parco Avenue will be developed in accordance with the City of Ontario Landscape Development Standards.

The Parco Avenue streetscape tree will be Tristania Laurina (Water Gum). Acceptable shrubs and groundcovers include Pittosporum tobira 'Wheeler's Dwarf' (Wheeler's Dwarf Pittosporum), Rosmarinus 'Tuscan Blue' (Tuscan Blue Rosemary), and those in the Salvia (Sage) and Thymus (Creeping Thyme) species .

The streetscape plan for Parco Avenue is illustrated in **Exhibit 7-15, Local Street Streetscape**. Improvements within the neighborhood edge may include monumentation within the landscape buffer area as shown on **Exhibit 7-9, Landscape Framework Plan**.

7.12.8 Grand Park Avenue

Grand Park Avenue is an internal connecting street providing primary east/west access to the residential neighborhoods within the CenterPark Specific Plan area. Grand Park Avenue is not part of the Ontario Ranch Streetscape Master Plan, however, it is an important community design element and creates a scenic drive along the north edge of the Ontario Grand Park within the Mixed-Use and residential areas of CenterPark.

It is identified as a Framework Street on **Exhibit 7-9, Landscape Framework Plan**. The streetscape for the Grand Park Avenue will be developed in accordance with the City of Ontario Landscape Development Standards.

7.12.9 Neighborhood Streets

Public and private neighborhood streets are utilized to provide internal circulation and connections in and between neighborhoods in the Specific Plan area. Public neighborhood streets within CenterPark will be developed in accordance with the City of Ontario Landscape Development Standards.

- *Local neighborhood streets unify and identify smaller neighborhoods and/or housing types within the community. Primary identifiers include a common street tree type and similar hardscape materials.*
- *See Planning Area Lansdcape criteria (Section 6.4) for street tree designation on local neighborhood streets.*
- *Street trees shall be installed at 24 in. box size minimum at 30 ft. O.C.*
- *Street trees located within 5 ft. of walks, walls, or other hardscape shall have a linear root barrier installed per manufacturer's recommendation.*
- *Parkways between sidewalk and roadside curb shall be planted with low water using groundcover, turf or approved equal.*
- *Where a local neighborhood street exists adjacent to school property, there shall be an additional 8 ft. landscape edge provided on the school site to allow for a widened sidewalk and landscape buffer.*

Local neighborhood street streetscapes shall include the following:

1. Public and private neighborhood streets include a 12 ft. wide parkway on each side of the street within a 60 ft. ROW. A 7 ft. wide landscaped area located between the curb and a 5 ft. wide sidewalk, with upright medium-sized, evergreen or deciduous canopy trees, minimum 24-inch box size, from the approved plant list. A minimum of one tree shall be planted on or near the property line of each lot.
2. Low water groundcovers are to be used in traditional turf areas including landscaped parkways.
3. A maximum of 50% warm season turf in landscape areas, with automatic irrigation, is allowed in landscape parkway areas.
4. Shrub mass planting and vines will be planted within common 5 ft. deep lettered lots located behind the sidewalk on corner side yard conditions to help soften adjacent private yard wall.

The streetscape plan for public local neighborhood streets is illustrated in **Exhibit 7-15, Neighborhood Street Streetscape**.

Where interior streetscapes interface with neighborhood parks and open space, special consideration should be taken to integrate pedestrian circulation into these areas via a pedestrian walkway system that links sidewalk along streets to open space areas.

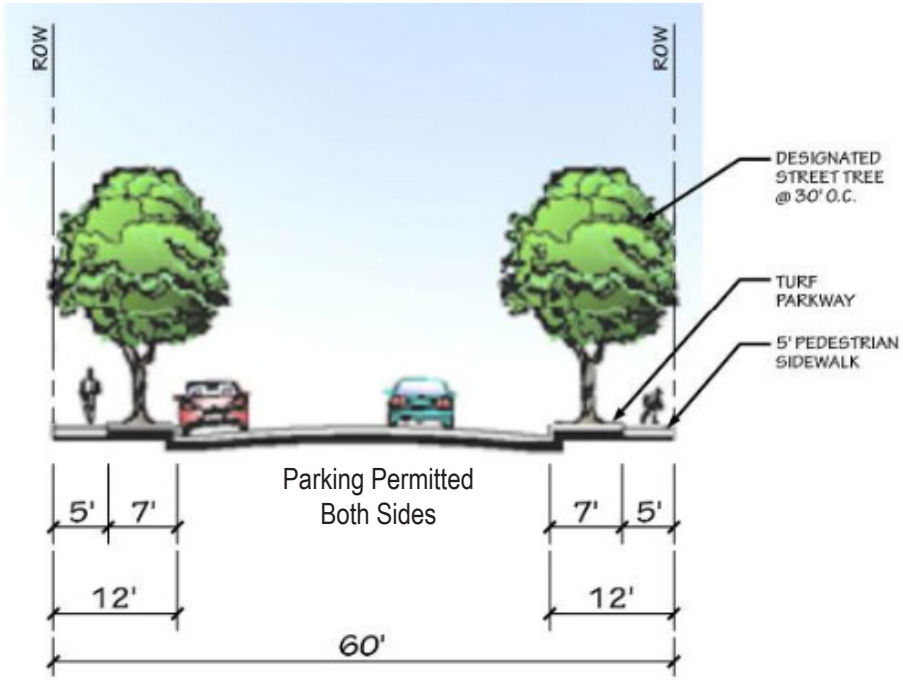


EXHIBIT 7-15 NEIGHBORHOOD STREET STREETSCAPE
(Cucamonga Avenue, Parco Avenue, Grand Park Avenue and Public and private Neighborhood Streets)

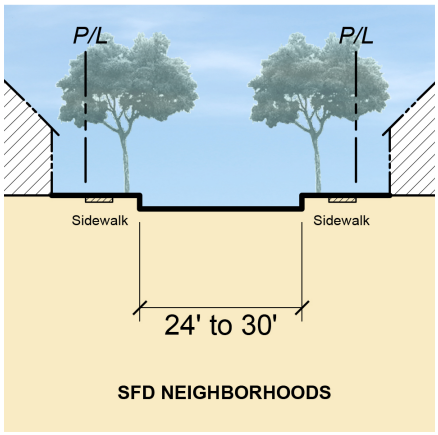
7.12.10 Private Drives

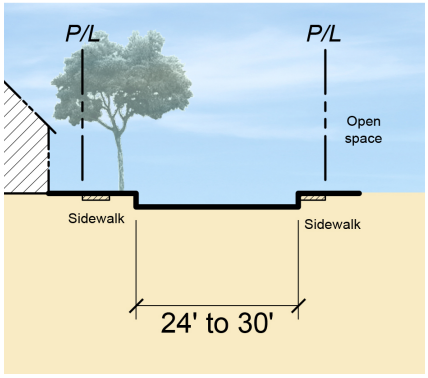
Private drives provide internal circulation within the residential neighborhoods in the Specific Plan area. The streetscape design of private drives shall be consistent in character with the overall landscape framework for CenterPark to provide an attractive and safe pedestrian circulation throughout the residential areas of the Specific Plan. Private drives may be used to provide access to open space and resident parking areas and neighborhood parks.

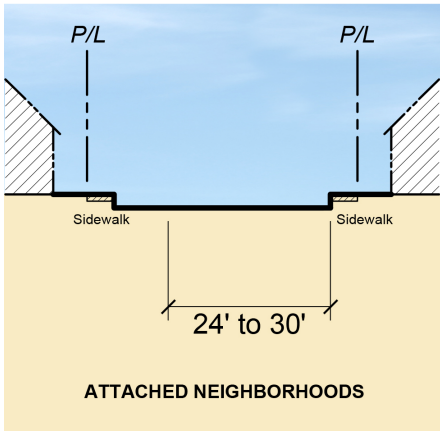
- *Landscape materials and details shall soften and enhance essential service and vehicular access, creating a utility oriented residential street type. Shrubs and vines shall be used in conjunction with screen wall and fence types to provide a cohesive circulation element for alley-loaded product types.*

Private drives differ from private common drives or alleys, both in function and appearance. Private drives are utilized to provide secondary vehicular and pedestrian access within each neighborhood. They may include landscaped parkways between the vehicular paved section and the pedestrian sidewalk to allow for regularly spaced street trees to replicate the aesthetics of a neighborhood streetscape at a scale that is proportional to the higher density residential planning area with urban building setbacks. Private drives reduce the paved section along streets where no parking is allowed. Private drives within CenterPark will incorporate the following design guidelines:

The streetscape plans for private drives are illustrated in **Exhibit 7-16, Private Drives Sections**.







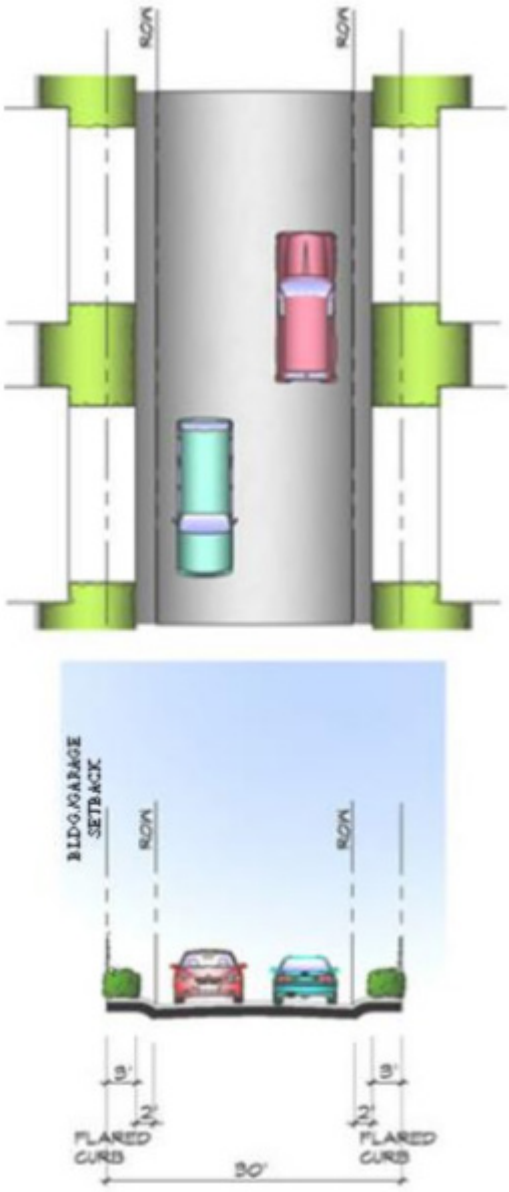


EXHIBIT 7-16 PRIVATE DRIVES SECTIONS

7.12.11 Common Drives/Alleys

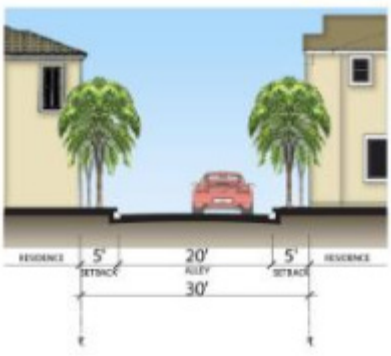
Common drives include through travel ways used primarily to provide access to residential parking and garages. Garages are also oriented onto dead-end travel way or alleys. Alleys do not typically include public utilities and are designed to meet minimum fire access requirements.

- *The intent is to provide access for vehicles and trash storage and removal in an attractive space that encourages neighbor interaction.*
- *The drive shall be 24 ft. where common drives provide emergency access.*
- *Garage to garage distance shall not be less than 30 ft.*
- *Living space facing a common drive shall allow for a minimum 5 ft. landscape setback measured from the curb or sidewalk (if any).*
- *Low patio walls shall allow for a minimum 3 ft. landscape setback measured from the curb or sidewalk (if any).*

Common drives streetscapes shall include the following:

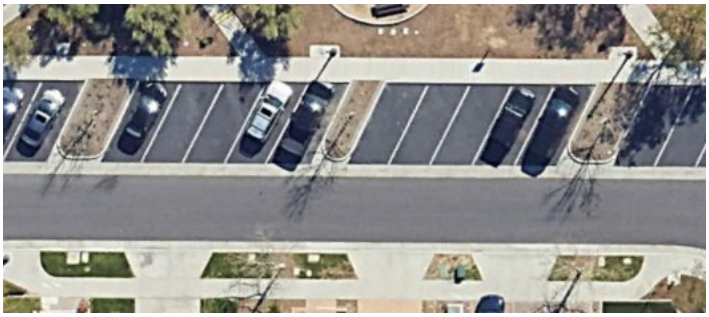
1. Common drives provide internal circulation and access to open parking and residential garages. Enhanced cross walks are encouraged at private drives where they intersect with public or private streets.
2. Where garages are oriented onto common drives, a landscaped planting area between garage driveways will be planted with upright shrubs, vines espaliers and/or groundcover plant material from the approved plant list. These areas will include automatic sprinklers.
3. Informal tree planting, groups of two or more, is encouraged adjacent to parks, common open space areas, and SCE easements. The minimum average requirement is one tree per 25 ft.
4. Parking along private drives shall include one 8 ft. wide planter island for every 8 adjacent parking stalls.





Minimum travel lanes on private drives and through private driveways/alleys shall be a minimum of 24 ft. wide. Additional paved width may be be required if there are public utilities within the private drive.

Parallel parking is not allowed on private drives less than 32 ft. wide. Diagonal and perpendicular parking stalls may be permitted on one or both sides of private drives as shown in **Exhibit 7-17, Private Drive Parking**.



Diagonal parking along open space

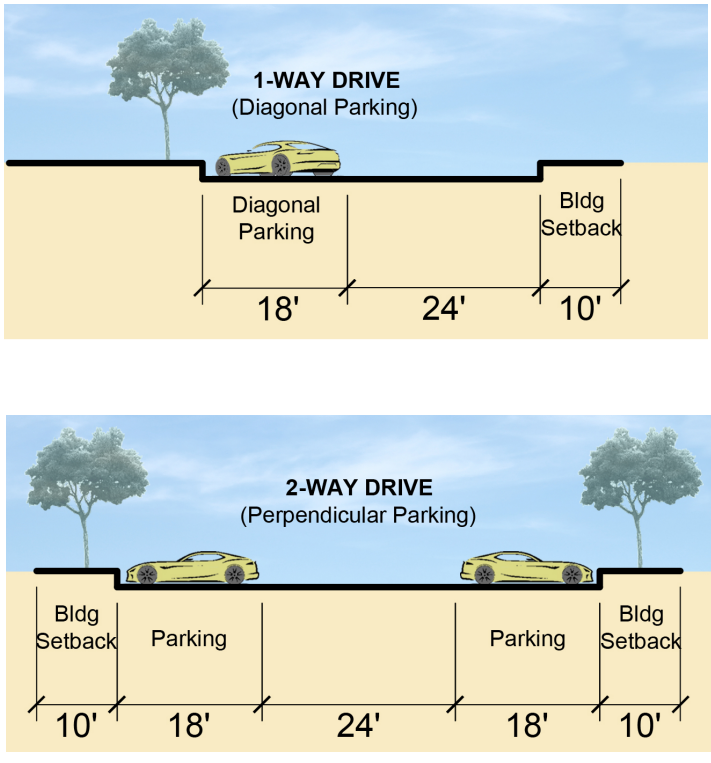
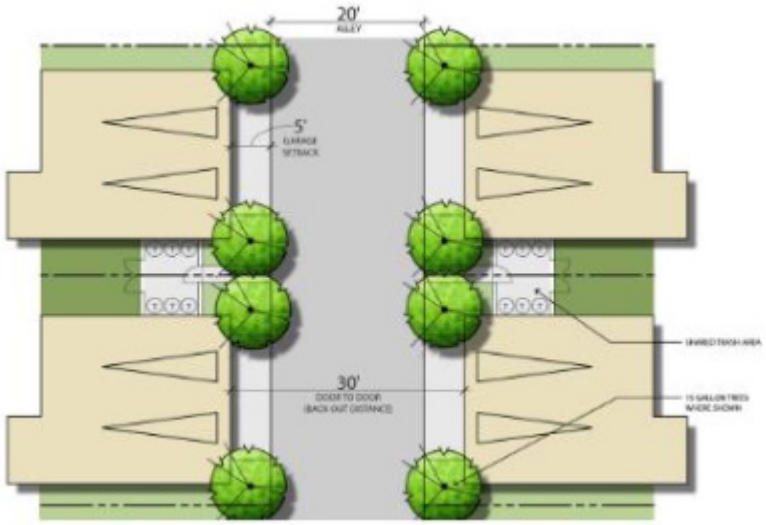


EXHIBIT 7-17 PRIVATE DRIVE PARKING

Alleys are typically dead-end private travel ways fronted by residential parking and garages. Private driveways streetscapes shall include the following:

1. Common drives and alleys are designed to provide safe and attractive access to residential garages, driveways, and parking spaces. Typical alleys are not through-streets and are intended to be pedestrian-friendly with low traffic volumes. Private drives consist of a 20 ft. wide paved section with rolled curbs. Buildings and garages facing each other are a minimum of 30 ft. apart. The areas on each side of the alley may be private front yards, parking spaces for residents and guests or access to garages. Landscaping in these areas will be installed by the builder and maintained by a homeowners association. These areas will include automatic sprinklers.
2. Where garages are oriented onto common drives and alleys, a landscaped planting area between the garage driveways will be planted with upright shrubs, vines espaliers and/or groundcover plant material from the approved plant list.

The streetscape plan for alleys is illustrated in **Exhibit 7-18, Common Drives/Alleys**.



Non-through common drives and alleys, which function primarily to provide access to garages within single-family detached neighborhoods, including cluster, courtyard and detached cottage home types, shall utilize enhanced paving materials such as concrete pavers, scored or colored concrete, stonework or other decorative hardscape approved by the City Planning Department.

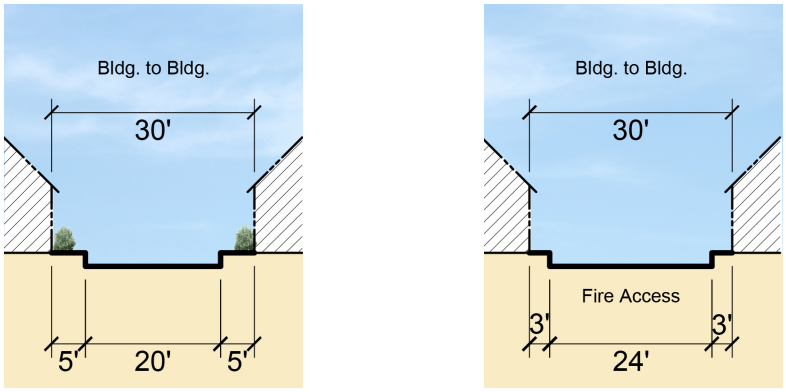


EXHIBIT 7-18 COMMON DRIVES/ALLEYS

The enhanced paving shall be designed to accommodate vehicular access to the garages and pedestrian access from sidewalks and walkways to front entry doors. See **Exhibit 7-19, Enhanced Driveway/Common Drives and Alley Paving Detail**.

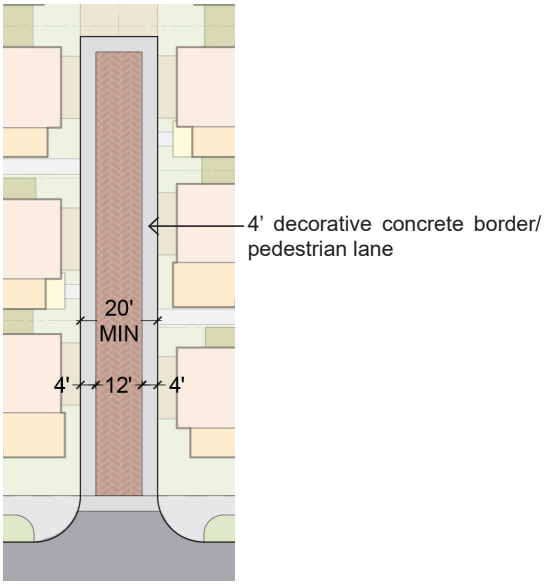


EXHIBIT 7-19 ENHANCED DRIVEWAY/COMMON DRIVES AND ALLEY PAVING DETAIL

7.13 ENTRIES AND MONUMENTATION

Community monumentation is an important community design element used to identify one's arrival at CenterPark and to establish the sense of place for the overall community. Community entries are proposed at the perimeter of the Specific Plan area along framework streets. These Community entry monuments are designed to establish a strong hierarchy of scale. They may be incorporated into the landscape plans for individual planning areas to identify attached residential and multi-family neighborhoods, neighborhood parks and open space amenities within the community. These monument elements are to be designed with durable, lasting materials approved by the City of Ontario. Placement of the monumentation shall be in accordance with line-of-sight requirements and outside of the public right-of-way.

Community entry monuments are located at the western edge of the Specific Plan area at the intersection of Ontario Ranch Road and Campus Avenue, at the northern Specific Plan boundary at Grove Avenue, at the northwest corner of the intersection of Ontario Ranch Road and Parco Avenue. These monuments announcing the arrival into the community of CenterPark, will reflect a transitional interpretation of the historical rural character of the area and reinforce the architectural theme established for the CenterPark Community to create a harmonious, identifiable and aesthetic arrival statement.

The community monuments establish an asymmetrical character, with the primary monument feature located on the right side of the street within a landscaped backdrop. A smaller monument feature on the left side of the roadway provides an offsetting balance. Serpentine stucco walls and formalized planting offset an arrangement of simple spheres creating a three dimension sculpture that is visually interesting at the pedestrian and vehicular level.

The Community monumentation features are illustrated in **Exhibit 7-9, Landscape Framework Plan**.

7.13.1 Community Entry and Monumentation

The community monumentation shall include the following:

1. A horizontally proportioned monument sign (6-8 ft. maximum height) with enhanced horizontal cladding and community identification, will be located within the landscape lot adjacent to the ROW at the following locations:

   a. Northeast and southeast corner of Ontario Ranch Road and Campus Avenue.

   b. East and west side of Grove Avenue at the south edge of the SCE easement north of Ontario Ranch Road.

   c. Northwest corner of the intersection of Ontario Ranch Road and Parco Avenue.

   d. Southwest corner of the intersection of Ontario Ranch Road and Walker Avenue.

2. Conceptual monumentation shown in the Specifc Plan depicts stucco with treated or simulated wood accent material. Stucco and simulated wood are sustainable materials. Stucco has been used as the primary material for exterior building surfaces in modern construction for this reason. The design and the material depicted reinforce the vision for the CenterPark master planned community, reflecting the relationship between the built environment and the natural landscape found in urban parks. Other enhanced or decorative materials that reinforce the overall community character for CenterPark are acceptable and may be allowed as part of development plan approval. Other acceptable sustainable materials for entry and community monuments include formed concrete, stone or tile cladding in a horizontal design pattern. Other accent materials include simulated or treated rusticated metal panels and durable extruded materials in accent colors. Signage lettering may be raised or back-lit.

3. Project logo with fabricated lettering mounted on a raised background panel.

4. A minimum of three (3) large multi-trunk specimen trees will be planted to frame each community monument. Specimen trees to be minimum 48-inch box size.

5. Evergreen shrubs and hardy perennial flowers to be used in a formal planting design as a foreground treatment. Planting at community monuments will provide a layering of ornamental shrubs and drought tolerant groundcover.

6. Accent lighting of landscape/monumentation will be low voltage LED lighting. Allowable lighting at community entries includes, but is not limited to, pathway lighting, up-lighting at walls and selected/focal trees and indirect or back-lighting of signage areas. Final landscape lighting design will be reviewed by the City as part of development plan approval.

The Community monumentation features are illustrated in **Exhibit 7-9, Landscape Framework Plan** and **Exhibit 7-20** and **7-21, Community Monumentation**.

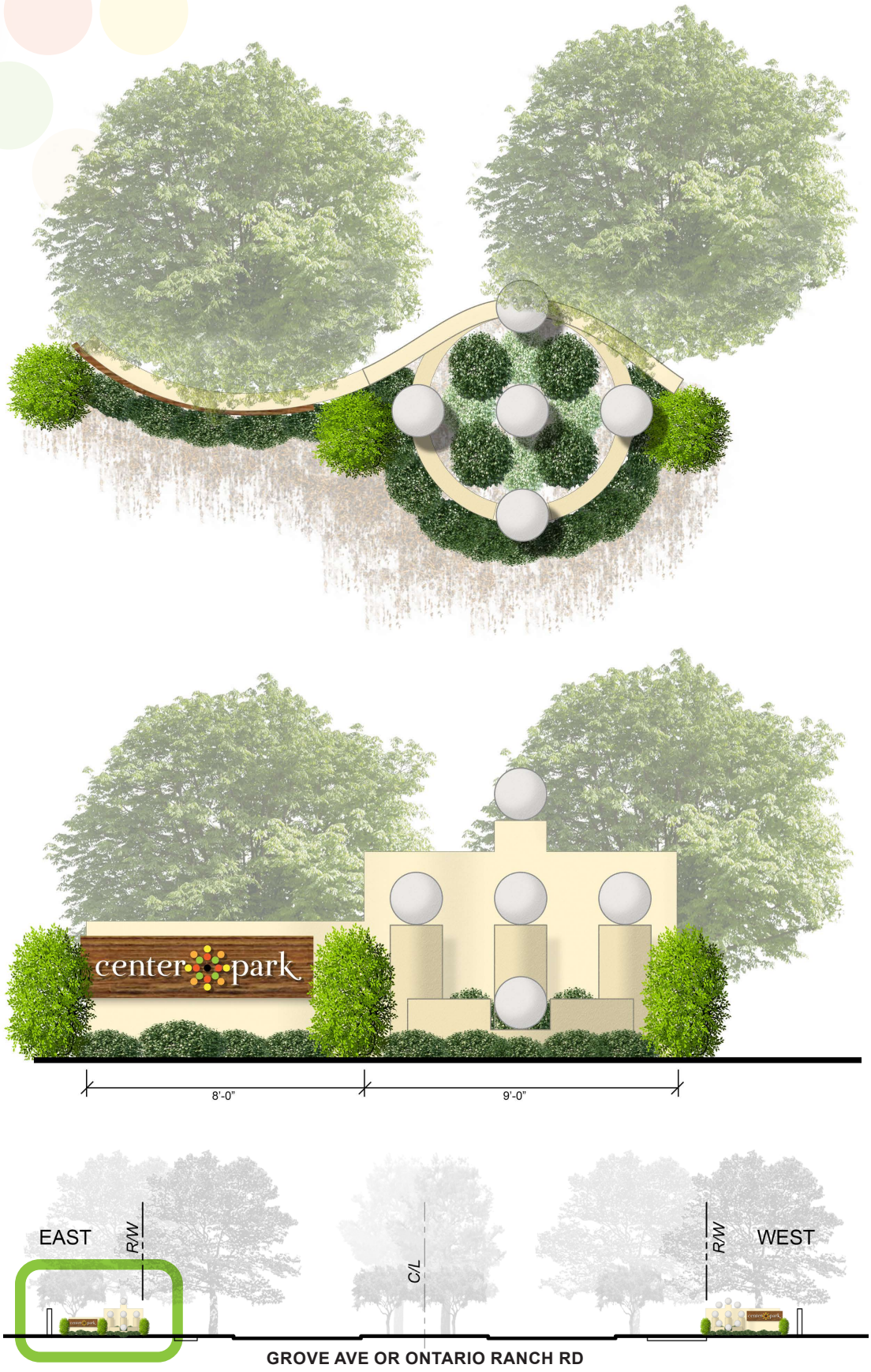


EXHIBIT 7-20 COMMUNITY MONUMENTATION (LEFT SIDE)

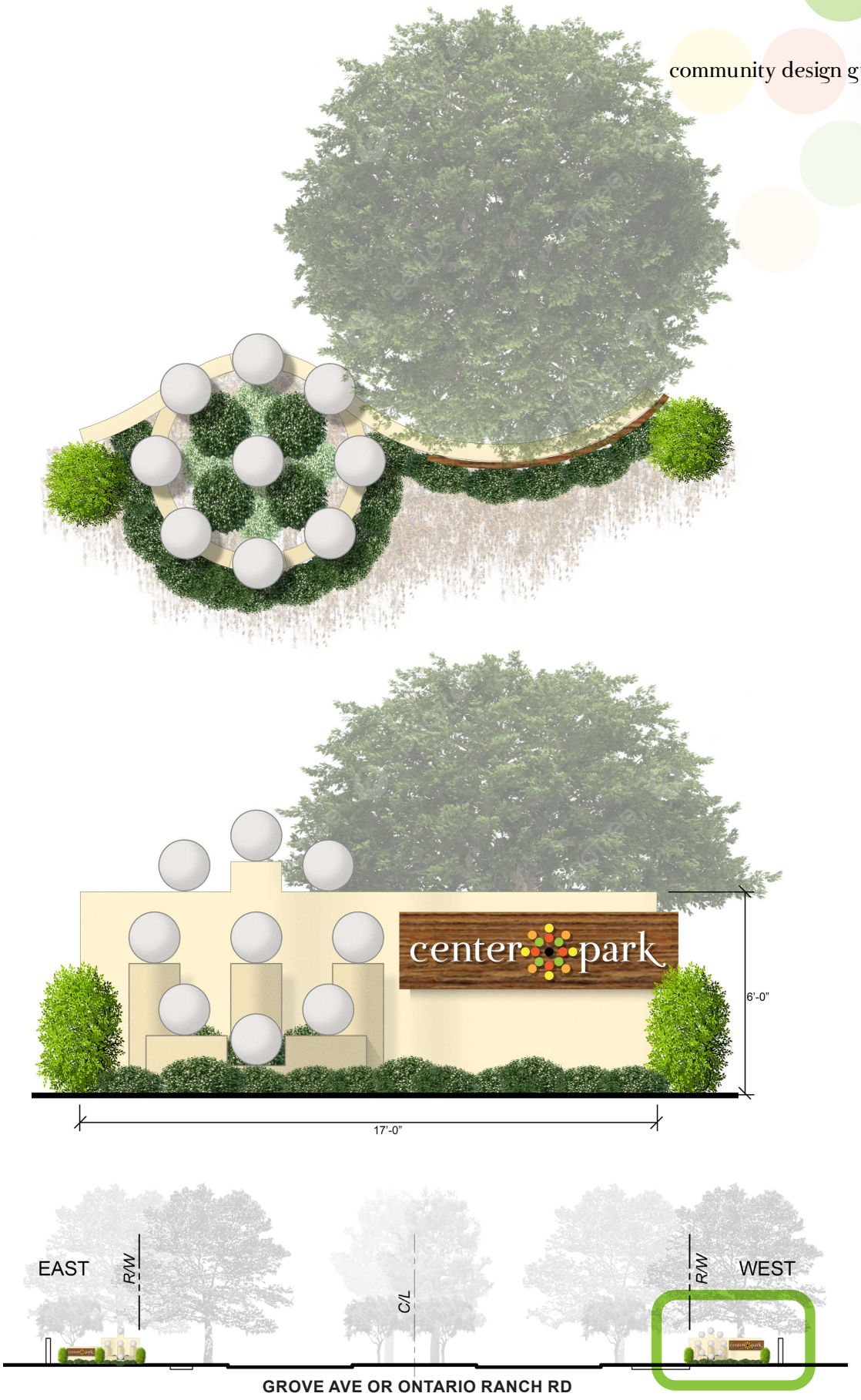


EXHIBIT 7-21 COMMUNITY MONUMENTATION (RIGHT SIDE)

7.13.2 Mixed-Use Intersection Monumentation and Signage

Community monuments are allowed within the neighborhood edge at the intersection of Ontario Ranch Road and Grove Avenue, at the "center" of the Mixed-Use portion of the Specific Plan area. These monuments/signage reinforce the overall character of the community of CenterPark and will reflect a transitional interpretation of the historical rural character of the area. The monuments create a harmonious, identifiable community character along these major intersecting framework streets.

The monument wall establishes a recognizable landscape/hardscape character, with single simple spheres creating a sculptural focal element that is visually interesting at the pedestrian and vehicular level. The monument wall provides space for project and tenant signage in accordance with the City of Ontario signage ordinance.

Thematic intersection monumentation and signage shall include the following:

1. A horizontally proportioned sign wall (4 to 5.5 ft. maximum height) with community identification, will be located within the landscape lot adjacent to the ROW at any of the four corners of the intersection of Ontario Ranch Road and Grove Avenue.
2. Primary material may include split-face or stucco. Other acceptable sustainable materials include formed concrete, stone or tile cladding in a horizontal design pattern.
3. Project logo with fabricated lettering mounted on a raised background panel.
4. Large multi- or single-trunk trees, minimum size is 36-inch box size, will be planted to anchor each monument/signage wall with background landscaping. A minimum of two trees will be planted to frame each monument.
5. Evergreen shrubs and hardy perennial flowers to be used as an accent and foreground treatment. Planting will provide a layering of ornamental shrubs and drought-tolerant groundcover. Seasonal perennial flowering may be planted to allow for seasonal flowering interest throughout the year.
6. Accent lighting will be low voltage LED lighting. Allowable lighting at community entries includes, but is not limited to, pathway lighting, up-lighting at walls and selected/focal trees and indirect or back-lighting of signage areas. Final landscape lighting design will be reviewed by the City as part of development plan approval.

Intersection monumentation and signage for the Mixed Used area of CenterPark is illustrated in **Exhibit 7-9, Landscape Framework Plan** and **Exhibit 7-22, Mixed-Use Intersection Monumentation and Signage**.

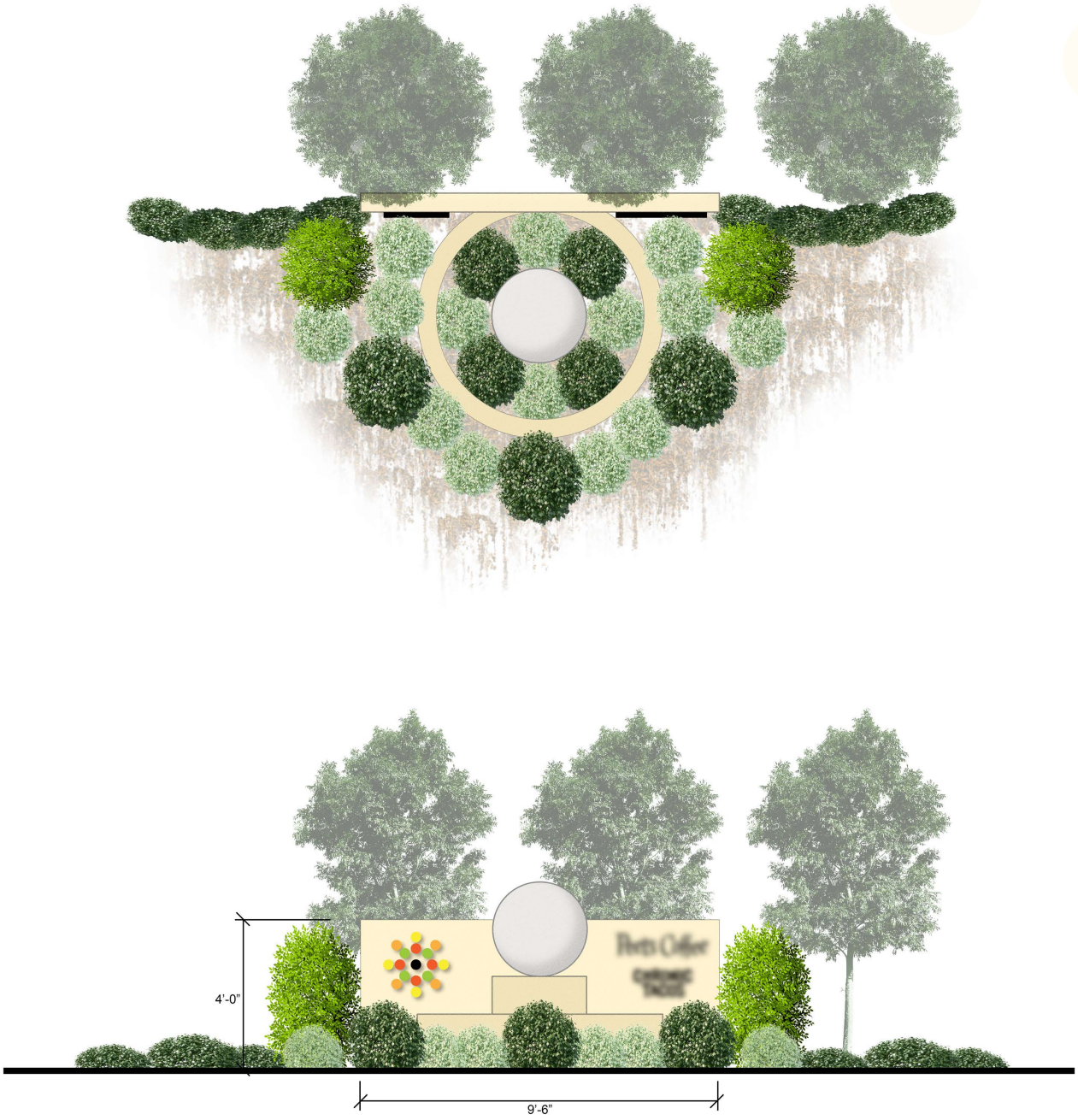


EXHIBIT 7-22 MIXED USE INTERSECTION MONUMENTATION AND SIGNAGE

Attached residential and multi-family developments within the residential neighborhoods may identify their individual project character with entry and directional signage that complements and reinforces the overall community character and utilizes the basic design features of the other monuments within CenterPark.

The design of neighborhood entry monumentation shall include the following:

1. Primary material may include split-face or stucco with treated or simulated wood accent material. Other acceptable sustainable material include formed concrete, stone or tile cladding in a horizontal design pattern.
2. Community identification with fabricated steel lettering.
3. Neighborhood monuments may be integrated/attached to the perimeter community wall. Refer to **Exhibit 7-26, Wall and Fence Details** for community wall and fence design details.
4. One or more medium sized evergreen specimen tree, minimum size is 36 ft. box size, will be planted to anchor each neighborhood entry.
5. Evergreen shrubs and hardy perennial flowers to be used as an accent and foreground treatment. Planting at neighborhood entry monuments will provide a layering of ornamental shrubs and drought-tolerant groundcover. Seasonal perennial flowering may be planted to allow for seasonal flowering interest throughout the year.
6. Accent lighting of landscape/monumentation will be low voltage LED lighting.



7.14.2 Neighborhood Parks

Residential neighborhoods within the CenterPark Specific Plan will provide a minimum of two acres of parks on-site. Park areas with a minimum size of one quarter acre and a minimum dimension of 30 ft. contribute toward this on-site requirement. Neighborhood parks may be located between residential neighborhoods as a shared recreational and gathering space.

Centrally located and visibly prominent, neighborhood parks, a minimum of one-half to three quarter acre in size, are encouraged within CenterPark. Neighborhood parks will be included as a focal design element within the residential neighborhoods within the Specific Plan area with major active and passive recreational amenities. More intimate scaled local parks with active or passive recreational amenities may be proposed to meet the park requirements. Neighborhood parks shall be designed according to the following Guidelines:

1. Neighborhood park facilities, including buildings, landscape/shade structures, hardscape improvements, water features, seating/benches, street furnishings, signage and lighting features, etc. should be designed to reinforce the community character of CenterPark.
2. Neighborhood parks should be designed to be visible from surrounding streets and common areas to provide a safe and defensible area for outdoor activities.
3. Landscaping should complement the surrounding streetscapes utilizing trees, shrubs and groundcovers identified in the plant matrix. Large specimen trees should be used within the open turf areas to help provide shade and to frame background views. Accent trees should also be used at pedestrian entries.
4. Neighborhood parks over one-half acre in size, should include large turf play areas suitable as informal play fields and large gathering areas. Warm season turf is recommended for open spaces where turf provides a playing surface.
5. Neighborhood parks should provide both active and passive amenities and facilities for the use and enjoyment of future residents and visitors.
6. A minimum of 50% of the barbecue and picnic facilities provided should be located adjacent to a walkway system for ADA accessibility.
7. Enhanced paving should be encouraged where pedestrian circulation crosses roadways in appropriate locations and as approved by the City of Ontario. Enhanced paving is not required within public right-of-ways. Enhanced crossing should be located at corner/intersection locations or at controlled locations.
8. Trash receptacles will be provided at seating areas. Doggie bag stations will be located at each neighborhood park over one-half acre in size.
9. Bike racks will be provided at tot lot facilities/play equipment and may also be provided at other suitable locations.

Exhibit 7-23 Conceptual Neighborhood Park shows an illustrative example of a neighborhood park within the CenterPark Specific Plan.

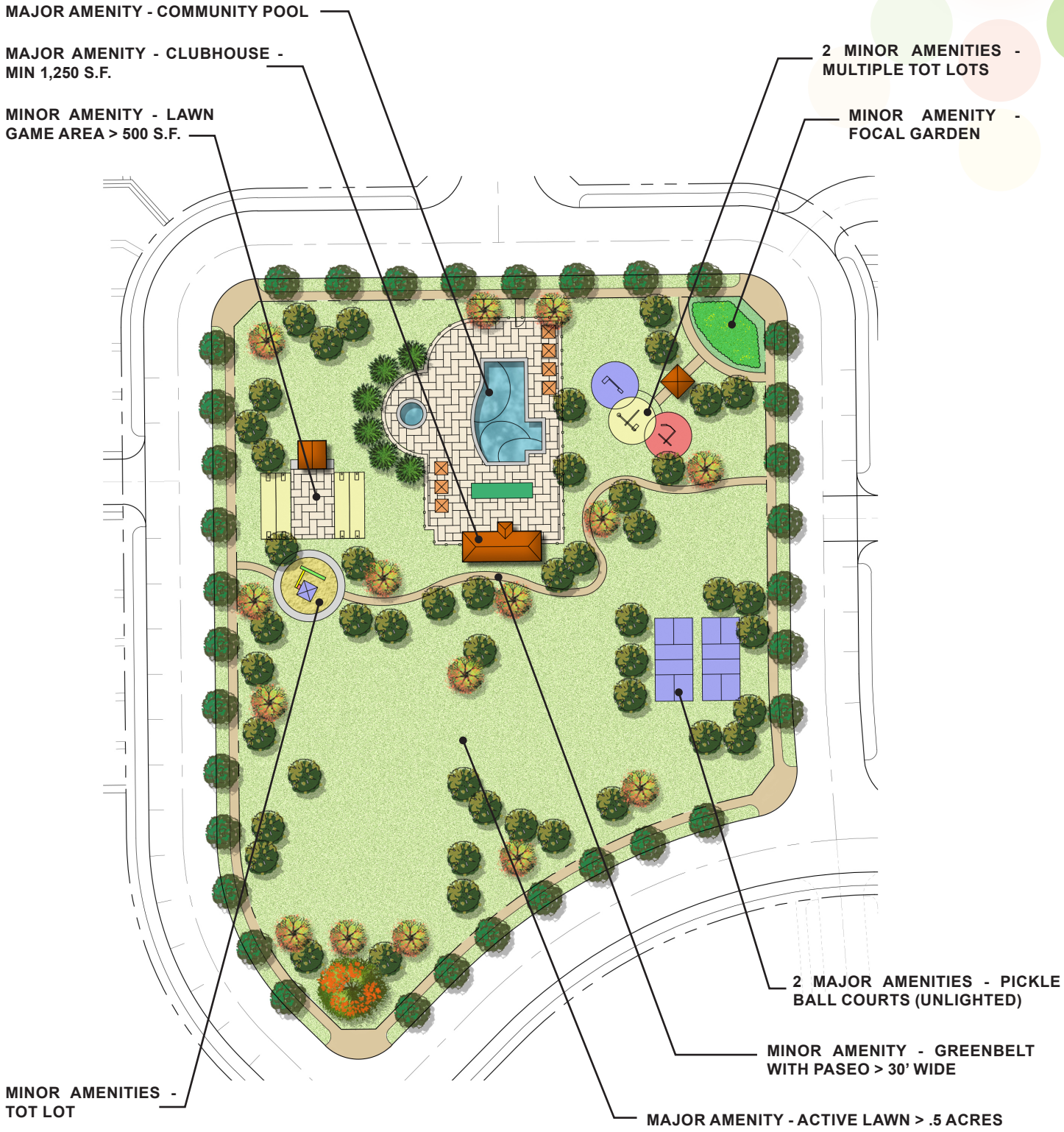


EXHIBIT 7-23 CONCEPTUAL NEIGHBORHOOD PARK

Neighborhood Park shown for typical blended neighborhoods of 351 to 400 DU

7.14.3 Local Parks

Local parks are encouraged within residential neighborhoods in CenterPark, while neighborhood pocket parks should be designed to enhance neighborhood vistas/visual terminus points and other visually prominent areas. Local parks are intended to provide additional amenities within a short walking distance of the surrounding homes and should be designed with strong neighborhood "eyes-on" approach.

Pocket parks shall be designed according to the following Guidelines:

1. Local parks should be designed to reinforce the community character of CenterPark.
2. Local parks should be designed to be visible from surrounding streets and common areas to provide a safe and defensible area for outdoor activities.
3. Landscaping should complement the surrounding streetscapes utilizing trees, shrubs and groundcovers identified in the plant matrix. Larger trees should be used within local parks to help provide shade and to screen gathering and activity areas. Accent trees should also be used at pedestrian entries.
4. Local parks may include small scale active and/or passive amenities for the use and enjoyment of future residents and visitors. Local parks may include smaller turf areas suitable for informal play and picnicking. Warm season turf is recommended for open spaces where turf provides a playing surface.
5. Shaded seating areas are encouraged. Trash receptacles will be provided at seating areas.
6. Paseos should provide strong connections between neighborhoods within CenterPark and should provide an extension of the public and private sidewalks. All paseo walkways will be ADA accessible.
7. Bike racks will be provided at tot lot facilities/play equipment.

Exhibit 7-24, Illustrative Local Park shows an example of a park within a residential neighborhood.

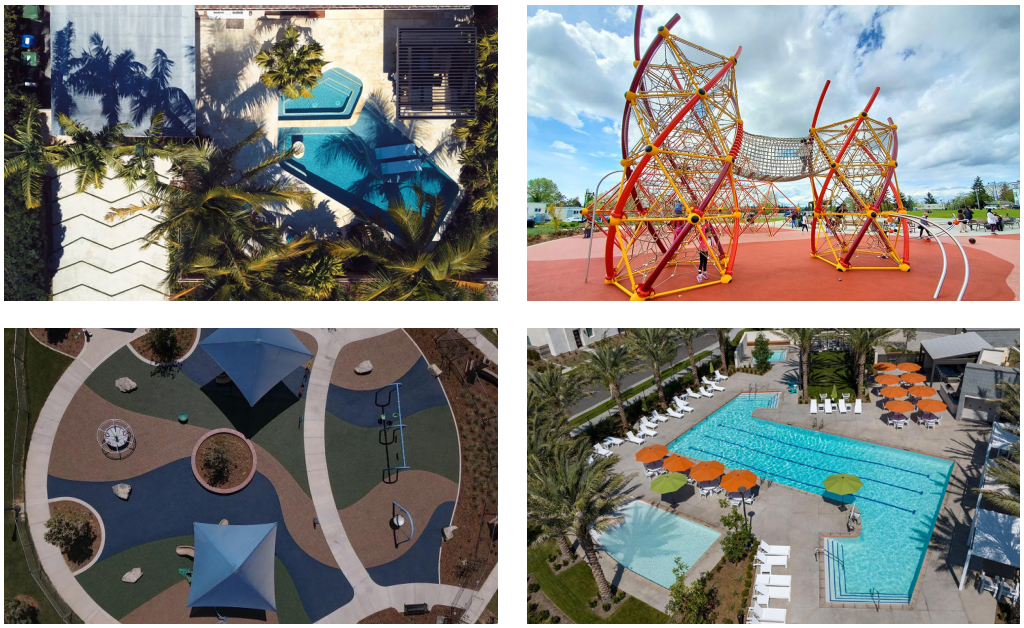




EXHIBIT 7-24 ILLUSTRATIVE LOCAL PARK

Local Park shown for typical 100 - neighborhood less than 200 DU

7.14.4 Landscape Design

The Mixed-Use area of the CenterPark Specific Plan will be developed both architecturally and through landscape treatments to create a distinct community character and to ensure a cohesive aesthetic with the residential areas of the Specific Plan. The land plan encourages integration of the residential and mixed-use areas by providing for a consistent landscape treatments along the frontage on Grove Avenue and Ontario Ranch Road, while also incorporating a major gateway monument.

7.14.4.1 Minimum Landscape Requirements

1. Builder/developer shall refer to City of Ontario standards for the percentage of gross commercial site acreage required to be landscaped.
2. All areas of the site not occupied by buildings, parking or otherwise utilized shall be landscaped with groundcover, turf or tree materials from the community plant list.
3. Appropriate street trees should be utilized adjacent to street frontage integrating the site into the overall community setting.
4. Side yard and rear service yard use areas should be screened with a combination of a 6 ft. wall and dense landscape buffer. Tubular steel fencing and gates should be used adjacent to interior residential streets to control access points.
5. Accent tree entry planting should be incorporated at the site's vehicular access points.
6. No shrubs higher than 3 ft. and no tree canopy lower than 7 ft. as to allow officers on patrol the ability to view the business.
7. Plants by low-lying windows may have thorns as a deterrent.





Parking Areas

- Where a parking lot contains 10 or more parking spaces and is visible from a street, no less than 10% of the total area (excluding any perimeter landscaping) shall be landscaped. Such landscaping shall not be concentrated in any one location. A minimum of 50% of the plant material shall be canopy or shade trees and shrubs shall be 3 ft. high or less to provide clear visibility.
- All rows of parking spaces shall be provided with landscape islands at each row terminus to protect parked vehicles, ensure visibility, confine moving traffic to drive aisles and driveways, and provide space for landscaping. Within each row of parking spaces, landscape islands shall be placed one for every 10 spaces a single row and one for every 5 spaces double row to prevent more than 10 vehicles from being parked side-by-side in an abutting configuration. These landscape islands shall measure a minimum of 5 ft. in width, exclusive of curbs. Creation of large planting islands (tree groves) are encouraged as opposed to small pockets of individual trees.
- Planter islands for a single row of parking spaces shall be landscaped with at least 1 tree for every 4 spaces and vegetative groundcover or turf. Planter islands for a double row of parking spaces shall contain not less than 2 trees and vegetative groundcover or turf.
- Landscaped areas shall be delineated with a concrete curb which may have curb cuts to facilitate sheet flow runoff from parking lots to infiltrate the landscape planters.
- Parking area landscaping is required for the screening of large parking areas to limit their visual impact.
- When parking is located adjacent to a public street or interior residential street, a combination of landscaped berms and/or planting totaling 3 ft. high is to be used to screen views of parked cars.
- Wherever possible, pedestrian traffic should be separated from vehicular traffic by additional sidewalks. The parking lot should have crosswalks highlighted with decorative or varied texture paving.





7.14.4.2 Landscape and Open Space Design

Landscaping

Landscaping helps to soften the feel of the buildings and parking lot, while enhancing the visual aspect of the site. The following landscaping techniques may be used:

- Provide special landscaping treatment at all project and building entries.
- Provide shade/canopy trees within parking areas.
- Use plants to define outdoor spaces such as along edges, outdoor plazas, or pathways between parking and building entrances.
- Plantings shall provide a continuity of form across the entire project.

Site Accessories

Site accessories, such as recycling bins, bike racks, litter cans, planters, benches and transit shelters, should use materials and have an architectural character consistent with the overall project. These accessories should be graffiti-resistant with materials that are easy to clean and paint.

Connecting Walkways

Walkways within commercial and/or office areas of the Specific Plan shall connect the various buildings to each other and to the sidewalks along adjacent arterials. Use of trellises, landscaping, seating areas and building placement adjacent to one another will encourage pedestrian activity within retail areas. A typical walkway shall be a minimum of 6ft. wide. In large parking lots, pedestrian walkways shall be provided within the median of at least 1 parking aisle for 8 aisles of 20 stalls or more.

Pedestrian walkways that may also be used for emergency access must allow minimum clearance of 26 ft. wide and 14 ft. vertical clearance. Off-site connections shall be provided from the neighborhood center to CenterPark's residential development.





Outdoor Storage Areas

Outdoor storage areas should be incorporated into the design of a project to avoid visual impacts on the site. Outdoor storage areas shall be located away from the street, behind or to the side of buildings. Walls and landscaping shall be used to screen stored materials. Materials placed in front of buildings are not permitted.

Transit Shelters

Transit shelters should be incorporated into the design of neighborhood center. The design of transit related structures shall be integrated architecturally with the project through its color, materials and architectural style. Walkways shall be provided for easy accessibility by pedestrians moving to and from transit stops to the neighborhood center.

Fence and Wall Design

Except for security fencing adjacent to the SCE easements, chain-link fencing, barbed wire, corrugated metal fencing and tennis windscreens are not permitted. Fences and walls should be built with attractive, durable materials, including (but not limited to) wrought iron, textured concrete block, or formed concrete with reveals. Fences or walls should be consistent with architectural style, materials and designs used throughout the CenterPark Specific Plan.

Perimeter walls and fences constructed for commercial and office developments adjacent to residential areas within the Mixed-Used District shall not exceed a maximum height of 6 ft. unless required for noise attenuation or visual screening and approved by the Planning Director.

Walls over 6 ft. tall shall be of enhanced material/finish such as textured block/block patterns, textured or sculpted concrete walls or of similar enhancement.

Along streets of the CenterPark Specific Plan, walls and fences should not exceed 36 inches in height and avoid long expanses of uninterrupted fences and walls. The use of openings, planter boxes, material changes, pilasters or posts are acceptable. Openings shall be provided to connect walkways directly to the street avoiding long, inconvenient walking paths. These pedestrian portals should be announced by pilasters, trellis, special landscaping, or other features.

Lighting

On-site lighting standards shall provide adequate illumination throughout the site during the nighttime hours. Lighting fixtures shall be designed to be compatible with the architectural styles selected for the project. All light standards should have an attractive base and top.

Along pedestrian walks, lighting fixtures should not exceed 12 ft. in height and may include lighting within bollards. Pedestrian lighting shall provide appropriate illumination at a human scale without too much glare. Lighting structures within larger parking lots shall not exceed 25 ft. in height, providing enough visibility for customers and employees to walk safely to their vehicles. The same bulb type shall be used for all parking lot and pedestrian lighting fixtures within the development. Service area lighting should be positioned, so no bulbs can be seen from public view. All street lights within the public right-of-way shall be constructed per City standards and to the satisfaction of the City Engineer.

7.15 COMMUNITY WALLS AND FENCING

7.15.1 Community Walls

Community walls within CenterPark create a cohesive element of the overall landscape character for the Specific Plan area. Community walls shall be consistent with these Design Guidelines and the requirements of the City of Ontario. Community walls shall be a maximum of 6 ft. in height, unless required to be higher for sound attenuation or grading. Maximum exposed retaining walls supporting community walls and/or sound walls shall not exceed 9 ft. in height.

Community walls shall be built with attractive and durable materials. They shall be decorative in nature and incorporate decorative caps and the use of pilasters to help enhance the character of the community. Decorative accent pilasters will be spaced an average of 250 ft. apart along Ontario Ranch Road and Grove Avenue, and every 150 ft. apart along "A" and "B" Streets. Community walls will be incorporated into the landscape treatment. Community walls and fences within CenterPark are illustrated in **Exhibit 7-25, Community Wall and Fence Plan**. Community walls and fences within CenterPark shall conform to the design details in **Exhibit 7-26, Wall and Fence Details**.

7.15.2 Solid Walls and Fencing

All perimeter walls, corner walls, or other wall locations that are visible from public view will be constructed of decorative split-face with pilasters at the entries and wall transitions. The wall color should complement the community detail and other landscape treatments within CenterPark. Interior walls and fencing will harmonize with the perimeter community walls color schemes and will reinforce the architectural character utilized by the builder in each neighborhood. Perimeter walls shall be at a maximum of 6 ft. in height, unless required to be higher for sound attenuation or grading. Maximum exposed retaining walls supporting perimeter walls and/or sound walls shall not exceed 9 ft. in height. Solid walls and fencing shall conform to the design details in **Exhibit 7-26**.

Secondary walls and walls that are not visible from public view shall be of colored precision block. Secondary wall colors should complement the color of the community walls in the public view. Neighborhood block walls at property lines and side yard return walls/fences shall be 6 ft. in height. Where conditions require a retaining wall supporting a secondary wall, the exposed side of the wall shall not exceed 9 ft. in height. Fences may be used as an alternative to secondary walls along interior private side and rear yards and on lateral fencing conditions between the side property line and the building wall. Fences shall be of manufactured white vinyl materials. Other materials are subject to the approval of the City of Ontario.

7.15.3 Open View Fencing

If applicable, open fences may be located in the rear yards of those properties abutting open space areas, parks and other attractive views or vistas. Open view fences shall be designed to be a cohesive landscape design element. View fencing shall be of tubular steel and shall conform to the design details in **Exhibit 7-26**. Areas where open fencing occurs will be subject to approval by the City of Ontario.

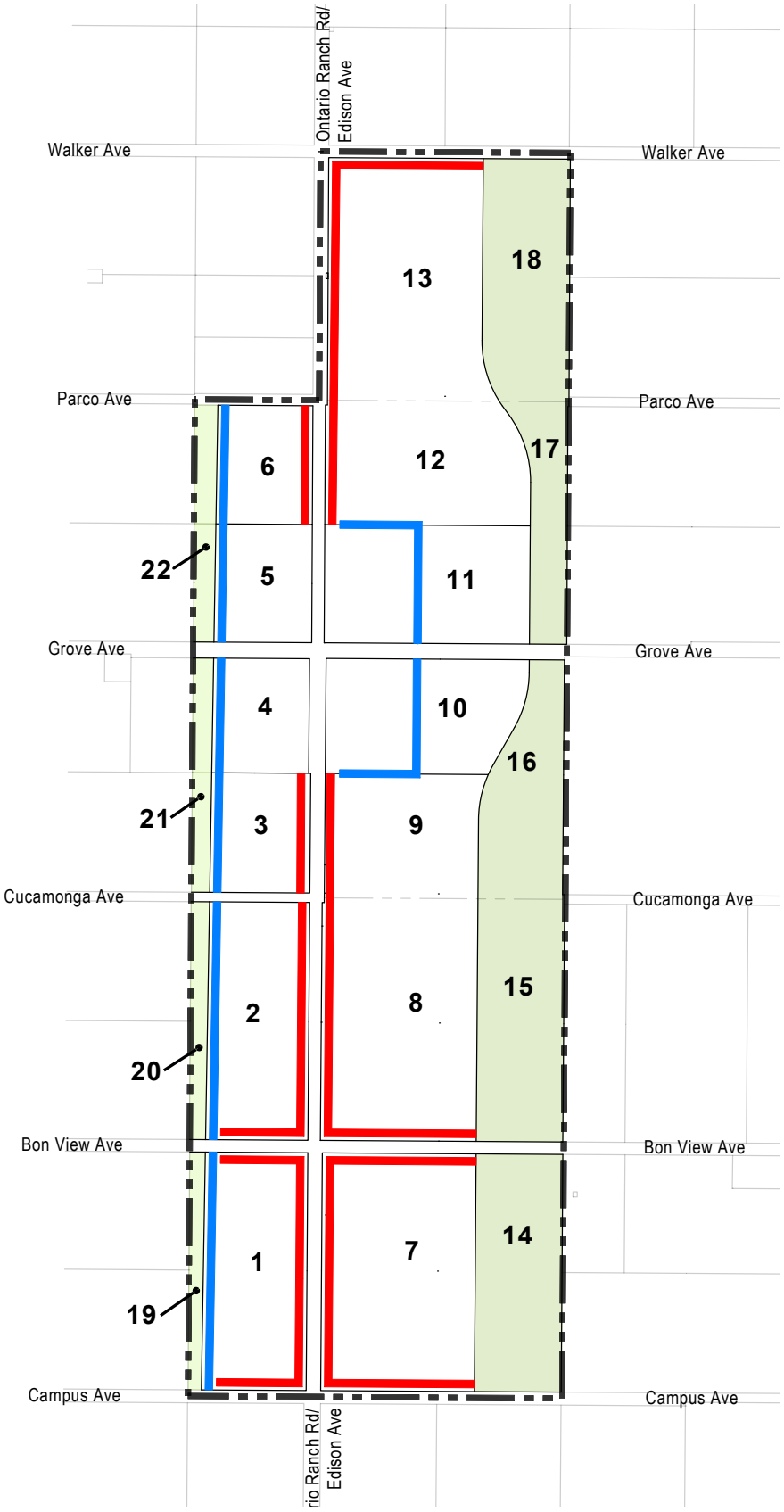
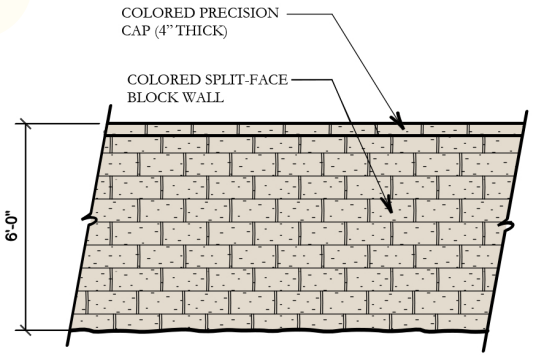
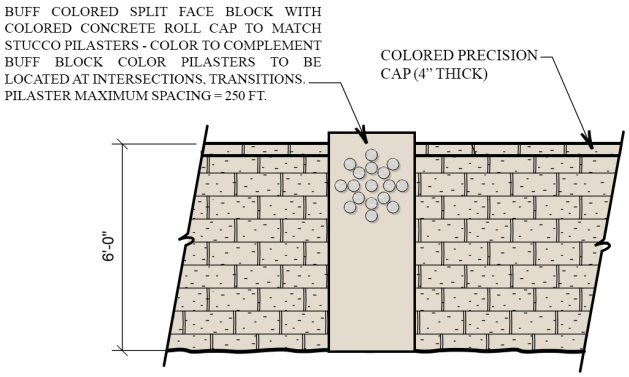


EXHIBIT 7-25 COMMUNITY WALL AND FENCE PLAN



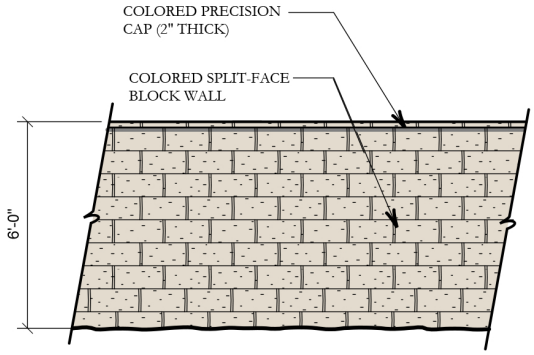
A COMMUNITY THEME WALL

COMMUNITY THEME COLORED SPLIT-FACE BLOCK WALL ALONG PROJECT PERMETER



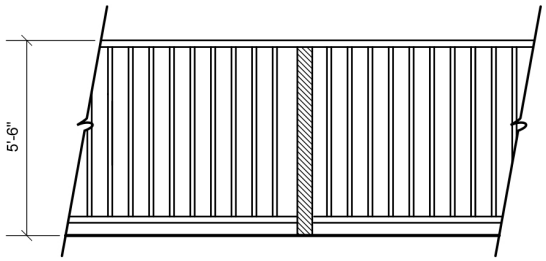
B COMMUNITY THEME WALL AND PILASTER

COMMUNITY THEME WALL WITH STONE VENEERED PILASTER ALONG PROJECT PERIMETER



C NEIGHBORHOOD BLOCK WALL

NEIGHBORHOOD BLOCK WALL IS TYPICALLY USED WHERE PRIVACY IS DESIRED AT SIDE YARD RETURNS AND PROPERTY LINE LOCATIONS. OVERALL WALL HEIGHT SHALL BE 6'-0" FEET.



D TUBULAR STEEL VIEW FENCING

OPEN TUBULAR STEEL FENCING IS TYPICALLY UTILIZED ON MULTI-FAMILY/HIGH DENSITY PROJECTS AROUND THE PERIMETER AND IN REAR YARDS WHERE VIEW PRESERVATION IS DESIRABLE.

EXHIBIT 7-26 WALL AND FENCE DETAILS

NOTE: Walls may exceed six ft. in height and pilasters may exceed six ft. six in. in height only for noise attenuation purposes subject to an Acoustical Study and Planning Department approval.

7.16 OUTDOOR LIGHTING

Lighting standards within CenterPark shall be consistent in style, color and materials to be a cohesive landscape design element. A hierarchy of scale shall be established by using a variety of lighting fixtures and illumination levels based off of lighting design intent. Lighting styles shall tie into architectural styles and provide sufficient illumination for safety within the community.

Preservation of "Night-Sky" should be considered in lighting design layout and fixture selection. The use of "cut-off" or louvered lamps, to preserve ambiance of "Night-Sky", is highly encouraged. Light fixture locations should be designed so that light sources are not visible to pedestrian or vehicular traffic. Frosted, louvered or prismatic lens should be considered where decorative lighting fixtures are visible and part of the aesthetic lighting program.

7.17 COMMUNITY PLANT PALETTE

7.17.1 Plant Matrix

Plant material within CenterPark should be selected from the following list of trees, shrubs, groundcovers, and vines that support the overall landscape theme for the community. Refer to the following selection of plant material, **Tables 7-1A, 7-1B** and **7-1C, Plant Matrix**.

A landscape hierarchy of scale is an important design attribute of the trees included on the Plant Matrix. The trees listed on the matrix have been defined relative to their height and width at maturity and their appropriate use within buffers, common areas and/or parks. This is identified in the comment column of **Tables 7-1A, 7-1B** and **7-1C**. Palm trees with a growth habit and scale that are appropriate for the intended lands use are also identified in the matrix.

Plants that are not on the Community Plant Matrix, but suitable for the area and harmonious with the overall community character for CenterPark, may be allowed subject to approval of the City of Ontario.

7.17.2 Prohibited Plant Material

A list of plant material that is not suitable within CenterPark is included after the Plant Matrix. Plant material on this list include invasive plant material and plants which are not permitted in high fire areas or fuel modification zones. Refer to **Table 7-2, Prohibited Plant List**.

BOTANICAL NAME	COMMON NAME	ONTARIO RANCH ROAD AVENUE (PER TOP STREETSCAPE MASTER PLAN)	GROVE AVENUE (PER TOP STREETSCAPE MASTER PLAN)	CAMPUS AVENUE (PER TOP STREETSCAPE MASTER PLAN)	WALKER AVENUE (PER TOP STREETSCAPE MASTER PLAN)	BON VIEW AVENUE	PARCO AVENUE / COMET AVENUE	CUCAMONGA AVENUE	GRAND PARK AVENUE	PUBLIC/LOCAL NEIGHBORHOOD STREETS	COMMUNITY ENTRIES AND MONUMENTATION	MIXED USE MONUMENTATION	GRAND PARK MONUMENTATION	NEIGHBORHOOD PARKS	LOCAL PARKS
TREES															
Ceiba speciosa	Silk Floss Tree								•				•	•	
Celtis sinensis	Chinese Hackberry			•										•	•
Cercis occidentalis	Western Redbud		•						•		•	•	•	•	•
Chitalpa tashkentensis 'Pink Dawn'	Pink Dawn Chitalpa									•	•	•	•	•	•
Fraxinus oxycarpa 'Raywood'	Raywood Ash										•			•	•
Gingko biloba (Male only)	Maidenhair Tree								•				•	•	
Handroanthus impetiginosus	Pink Trumpet Tree								•				•	•	•
Jacaranda mimosifolia	Jacaranda													•	
Juglans californica	California Black Walnut												•	•	•
Koelreuteria bipinnata	Chinese Flame Tree				•									•	•
Koelreuteria paniculata	Goldenrain Tree											•		•	•
Lagerstroemia indica 'Natchez'	White Crape Myrtle	•													
Lagerstroemia x 'Muskogee'	Muskogee Crape Myrtle									•					
Pinus eldarica	Afghan Pine	•	•						•				•	•	•
Pistacia chinensis	Chinese Pistache					•								•	•
Platanus acerifolia 'Bloodgood'	London Plane Tree		•						•					•	•
Platanus racemosa	California Sycamore													•	•
Podocarpus spp.		•												•	•
Quercus agrifolia	Coast Live Oak					•					•	•	•	•	•
Schinus molle	California Pepper Tree										•				
Tabebuia chrysotricha	Golden Trumpet Tree			•										•	•
Tristaniopsis laurina	Water Gum				•		•	•						•	•
Ulmus parvifolia 'Drake'	Drake Elm			•										•	•
PALMS															
Archontophoenix cunninghamiana	King Palm										•			•	•
Brahea armata	Mexican Blue Palm										•			•	•
Brahea brandegeei	San Jose Hesper Palm										•			•	•
Brahea edulis	Guadalupe Palm										•			•	•
Cycas revoluta	Sago Palm										•			•	•
Dypsis decaryi	Triangle Palm										•			•	•
Howea forsteriana	Kentia Palm										•			•	•
Jubaea chilensis	Chilean Wine Palm										•			•	•
Phoenix reclinata	Senegal Date Palm										•			•	•
Phoenix roebelenii	Pygmy Date Palm										•			•	•
Rhapis excelsa	Bamboo Palm										•			•	•
Rhopalostylis baueri	Norfolk Island palm										•			•	•
Syagrus romanzoffiana	Queen Palm										•			•	•
Trachycarpus fortunei	Windmill Palm										•			•	•
Washingtonia filifera	California Fan Palm										•			•	•
Wodyetia bifurcata	Foxtail Palm										•			•	•

TABLE 7-1A PLANT MATRIX - TREES

BOTANICAL NAME	COMMON NAME	ONTARIO RANCH ROAD AVENUE (PER TOP STREETSCAPE MASTER PLAN)	GROVE AVENUE (PER TOP STREETSCAPE MASTER PLAN)	CAMPUS AVENUE (PER TOP STREETSCAPE MASTER PLAN)	WALKER AVENUE (PER TOP STREETSCAPE MASTER PLAN)	BON VIEW AVENUE	PARCO AVENUE / COMET AVENUE	CUCAMONGA AVENUE	GRAND PARK AVENUE	PUBLIC/LOCAL NEIGHBORHOOD STREETS	COMMUNITY ENTRIES AND MONUMENTATION	MIXED USE MONUMENTATION	GRAND PARK MONUMENTATION	NEIGHBORHOOD PARKS	LOCAL PARKS
SHRUBS															
Anigozanthus spp. and hybrids	Kangaroo Paw										•	•	•	•	•
Baccharis 'Centennial'	Coyote Bush													•	•
Buxus spp.	Boxwood										•	•	•	•	•
Buxus microphylla	Japanese Boxwood										•	•	•	•	•
Carissa spp.	Natal Plum										•	•	•	•	•
Ceanothus spp.	California Wild Lilac										•	•	•	•	•
Convolvulus cneorum	Bush Morning Glory										•	•	•		
Coprosma repens	Mirror Plant										•	•	•	•	•
Cotoneaster lacteus	Cotoneaster			•											
Dodonaea viscosa 'Purpurea'	Purple Hopseed Bush													•	•
Elaeagnus pungens	Silverberry				•										
Hemerocallis hybrids	Daylily										•	•	•		
Ilex aquifolium	English Holly													•	•
Ilex cornuta 'Burfordii'	Burford Holly													•	•
Ilex vomitoria	Yaupon													•	•
Ilex vomitoria 'Nana'	Dwarf Yaupon													•	•
Kniphopia hybrids	Red-Hot Poker										•	•	•		
Laurus nobilis	Sweet Bay													•	•
Leymus condensatus 'Canyon Prince'	Canyon Prince Wild Rye Grass													•	•
Muhlenbergia capillaris 'Regal Mist'	Pink Muhly		•								•	•	•	•	•
Muhlenbergia rigens	Deer Grass										•	•	•	•	•
Myrtus communis	Myrtle													•	•
Myrtus communis 'Compacta'	Dwarf Myrtle								•					•	•
Nandina domestica	Heavenly Bamboo													•	•
Nandina domestica 'Compacta'											•	•	•	•	•
Photinia x fraseri	Photinia										•	•	•	•	•
Pittosporum tenuifolium 'Silver Sheen'	Silver Sheen Kohuhu													•	•
Pittosporum tobira 'Variegata'														•	•
Pittosporum tobira 'Wheeler's Dwarf'	Wheeler's Dwarf Pittosporum						•	•	•	•	•	•	•	•	•
Podocarpus spp.											•	•	•	•	•
Prunus caroliniana	Carolina Laurel Cherry		•											•	•
Prunus caroliniana 'Bright & Tight'														•	•
Prunus caroliniana 'Compacta'														•	•
Prunus ilicifolia	Hollyleaf Cherry													•	•
Rhamnus californica	Coffeeberry													•	•
Rhamnus 'Eve Case'	Coffeeberry													•	•
Rhaphiolepis 'Majestic Beauty'	Indian Hawthorne					•					•	•	•	•	•
Rhus integrifolia	Lemonade Berry													•	•
Rhus ovata	Sugar Bush													•	•
Rosa 'Pink Iceberg'	Pink Iceberg Rose	•													
Rosmarinus officinalis and hybrids	Rosemary													•	•
Rosmarinus 'Tuscan Blue'							•	•	•	•	•	•	•	•	•
Salvia spp.	Sage										•	•	•	•	•
Viburnum tinus 'Spring Bouquet'	Spring Boquet Laurustinus	•													
Westringia fruticosa	Coast Rosemary										•	•	•	•	•
Westringia 'Wynabbie Gem'	Hybrid Australian Rosemary										•	•	•	•	•
Xylosma congestum 'Compacta'	Compact Xylosma													•	•

TABLE 7-1B PLANT MATRIX - SHRUBS

BOTANICAL NAME	COMMON NAME	ONTARIO RANCH ROAD AVENUE (PER TOP STREETSCAPE MASTER PLAN)	GROVE AVENUE (PER TOP STREETSCAPE MASTER PLAN)	CAMPUS AVENUE (PER TOP STREETSCAPE MASTER PLAN)	WALKER AVENUE (PER TOP STREETSCAPE MASTER PLAN)	BON VIEW AVENUE	PARCO AVENUE / COMET AVENUE	CUCAMONGA AVENUE	GRAND PARK AVENUE	PUBLIC/LOCAL NEIGHBORHOOD STREETS	COMMUNITY ENTRIES AND MONUMENTATION	MIXED USE MONUMENTATION	GRAND PARK MONUMENTATION	NEIGHBORHOOD PARKS	LOCAL PARKS
GROUNDCOVERS															
Achillea spp.	Yarrow								•		•	•	•	•	•
Agrostis pallens	San Diego Bent Grass													•	•
Anigozanthos spp. and hybrids	Kangaroo Paws										•	•	•	•	•
Armeria maritime	Pink Thrift										•	•	•	•	•
Baccharis pilularis 'Twin Peaks'	Dwarf Coyote Brush					•					•	•	•	•	•
Bulbine frutescens	Bulbine													•	•
Carex pansa	California Meadow Sedge													•	•
Ceanothus griseus"horizontalis"	Carmel Ceanothus								•	•	•	•	•	•	•
Festuca mairei	Atlas Fescue													•	•
Fragaria chiloensis	Beach Strawberry													•	•
Gaura lindheimeri 'Siskiyou Pink'											•	•	•	•	•
Gazania hybrid 'Mitsuwa'	Mitsuwa Clumping Gazania													•	•
Lonicera japonica	Japanese Honeysuckle			•											
Nandina domestica 'Nana'									•		•	•	•	•	•
Rosmarinus officinalis 'Ken Taylor'														•	•
Rosmarinus officinalis 'Prostratus'	Dwarf Rosemary										•	•	•	•	•
Salvia spp.	Sage						•	•	•	•	•	•	•	•	•
Sesleria autumnalis	Autumn Moor Grass				•						•	•	•	•	•
Thymus spp.	Creeping Thyme						•	•	•	•	•	•	•	•	•
Trachelospermum jasminoides	Star Jasmine													•	•
VINES/ESPALIER															
Hardenbergia violacea	Lilac Vine													•	•
Lonicera spp.	Honeysuckle													•	•
Rosa spp.	Climbing Rose													•	•
Trachelospermum jasminoides	Star Jasmine													•	•

TABLE 7-1C PLANT MATRIX - GROUNDCOVERS AND VINES/ESPALIER

BOTANICAL NAME	COMMON NAME
PROHIBITED PLANT LIST	
Ailanthus altissima	Tree-of-Heaven
Arundo donax	Giant Reed
Elaeagnus angustifolia	Russian Olive
Carpobrotus edulis	Iceplant
Cortaderia jubata	Purple Pampas Grass
Cortaderia selloana	Pampas Grass
Hedera helix	English Ivy
Nerium spp.	Oleander
Romulea rosea	Onion Grass
Sesbania punicea	Red sesbania
Vinca major	Big Periwinkle
Washingtonia robusta	Mexican Fan Palm

TABLE 7-2 PROHIBITED PLANT LIST

SECTION 8: IMPLEMENTATION

The City of Ontario will adopt the CenterPark Specific Plan by ordinance. Following approval by the City, the CenterPark Specific Plan will serve as the implementation tool for the General Plan as well as the zoning for the Specific Plan area. Concurrently with the adoption of the Specific Plan, the City of Ontario will approve tentative tract maps establishing legal residential lots within the CenterPark Specific Plan area.

8.1 METHODS AND INTERPRETATION

Development within the CenterPark Specific Plan shall be implemented through the City approval of tentative and final tract maps and through the Development Plan Review process as established in the City of Ontario Development Code. The implementation process described herein provides the mechanisms for review and approval of development projects within CenterPark.

8.2 APPLICABILITY

All development proposals within the CenterPark Specific Plan shall be subject to the implementation procedures established herein. Whenever the provisions and development standards contained herein conflict with those contained in the City of Ontario Development Code, the provisions of the Specific Plan shall take precedence. In instances where the Specific Plan is silent, the City of Ontario Development Code shall prevail.

8.3 INTERPRETATION

Unless otherwise provided, any ambiguity concerning the content or application of the CenterPark Specific Plan shall be resolved by the City of Ontario Planning Director, or designee, in a manner consistent with the goals, policies, purpose and intent established in this Specific Plan.

8.4 SEVERABILITY

If any portion of these regulations is declared to be invalid or ineffective in whole or in part, such decision shall not affect the validity of the remaining portions thereof. The legislative body hereby declares that they would have enacted these regulations and each portion thereof irrespective of the fact that any one or more portions be declared invalid or ineffective.

8.5 IMPLEMENTATION OF DESIGN GUIDELINES

Adoption of the CenterPark Specific Plan by the City includes adoption of the Design Guidelines contained herein, which shall be the design criteria by which development within the Specific Plan shall be reviewed during Development Plan Review. The Design Guidelines are intended to be flexible in nature while establishing basic evaluation criteria for development projects as part of Development Plan Review. Any major deviation from the Design Guidelines shall require approval by the Planning Commission. The determination of a major deviation from the Design Guidelines shall be made by the Planning Director.

8.6 DEVELOPMENT REVIEW PROCESS

8.6.1 Subdivision Maps

Approval of tentative subdivision maps may occur concurrently with the adoption of the CenterPark Specific Plan. All tentative and final subdivision maps shall be reviewed and approved pursuant to applicable provisions of the City of Ontario Subdivision Ordinance and consistent with the applicable provisions of the Land Use Plan, Infrastructure, Design Guidelines, and Development Regulations adopted as part of the Specific Plan.

8.6.2 Development Plan

All development projects within CenterPark shall be subject to the Development Plan Review process as established in the City's Development Code. Pursuant to these provisions, Development Plan Review constitutes a design review of project architecture, site plans and landscape plans. Adoption of the CenterPark Specific Plan by the City includes adoption of the Design Guidelines contained within the Specific Plan, which provide direction for the design of development projects within CenterPark. Where the Specific Plan development regulations and Design Guidelines are silent, the applicable development regulations and Design Guidelines contained within the City's Development Code shall apply. The Design Guidelines are intended to be flexible in nature while establishing basic evaluation criteria for the review of development projects by the City. All development project applications shall include a landscape and irrigation plan describing plant materials and their growth habits, plant size and spacing, methods of irrigation and landscaping maintenance, as well as site plans, architectural elevations, floor plans, grading plans and other requirements as specified by the City.

8.6.3 Development Agreement

Approval of a statutory development agreement, authorized pursuant to California Government Code Sections 65864 et seq., City approval of individual statutory Development Agreements with each property owner may be included as part of the Specific Plan approval process and must be secured prior to approval of the first Final Map. The development agreement shall include, but not be limited to, methods for financing, acquisition, and construction of infrastructure, acquisition and development of adequate levels of parkland and schools and the provision of adequate housing opportunities for various segments of the community consistent with the regional housing needs identified for the City. All CenterPark development agreements shall be fully executed prior to the issuance of the first building permits for the project.

8.7 TRANSFER OF RESIDENTIAL UNITS

The CenterPark Specific Plan allocates a maximum number of dwelling units to each residential Planning Area as indicated in the **Table 1-1, Land Use Plan Summary** of the Specific Plan. Variations in the number and type of dwelling units may occur at the time of the tentative tract map approval of a Planning Area and subject to approval by the City and agreement by the affected property owners/developers, depending upon the residential product identified for development. Allocation of residential dwelling units within the Planning Areas of the Specific Plan is permitted, provided the variation does not increase the total number of residential dwelling units established for each Planning Area by more than 15% and that the maximum residential dwelling unit count established in the CenterPark Specific Plan is not exceeded.

The total number of residential dwelling units developed within each Planning Area may be exceeded by up to 15% of the maximum number of dwelling units established for the Planning Area pursuant to the provisions of Section 8.7 of the CenterPark Specific Plan, "Transfer of Residential Dwelling Units," provided the total number of dwelling units developed within the Specific Plan area does not exceed 4,293.

8.8 SPECIFIC PLAN MODIFICATIONS AND AMENDMENTS

8.8.1 Minor Modifications

The following constitute minor modifications to the Specific Plan, not requiring a Specific Plan Amendment and are subject to review and approval by the Planning Director. The Planning Director shall have the discretion to refer any such request for modification to the Planning Commission or the City Council.

- Change in utility and/or public service provider.
- Collector roadway alignment when the change results in a centerline shift of less than 250 ft..
- An increase of up to 15% in the number of units established for an individual Planning Area subject to approval of the Planning Director and agreement of the property owner, provided the total number of units for the entire Specific Plan area does not exceed that number established in the Specific Plan.
- Adjustment of a Planning Area boundary or acreage designated for a Planning Area, provided the total acreage of the affected Planning Area does not increase by more than 15%.
- Minor changes to landscape materials, wall materials, wall alignment, entry design and streetscape design which are consistent with the conceptual design set forth in the Design Guidelines contained within the Specific Plan.
- Minor changes to the Design Guidelines, which are intended to be conceptual in nature, and are intended to be flexible in implementation including architectural style and detail changes, subject to the approval of the Planning Director.
- Minor changes of up to 10% of any quantifiable development standard or design guideline, subject to approval of the Planning Director.
- Other modifications of a similar nature to those listed above are deemed minor by the Planning Director and are in conformance with the Policy Plan.

8.8.2 Specific Plan Amendments

Amendments to the CenterPark Specific Plan may be requested by the applicant or the City pursuant to Section 65453(a) of the Government Code. Amendments shall be processed pursuant to the provisions of the Government Code for Specific Plan Amendments. In the event the proposed amendment requires supplemental environmental analysis pursuant to the California Environmental Quality Act (CEQA), the applicant(s) are responsible for preparing the necessary CEQA documentation.

8.9 VARIANCES

Variances and Administrative Exceptions to the development regulations contained in the CenterPark Specific Plan with respect to landscaping, screening, site area, site dimensions, yards and projects into yards, heights of structures, distances between buildings, open space and off-street parking and loading shall be reviewed pursuant of the City of Ontario Development Code.

8.10 CONDITIONAL USE PERMITS

Uses specified as Conditionally Permitted Uses within *Section 6, Development Regulations*, of the Specific Plan shall be reviewed and approved by the City pursuant to the requirements of *Article 9, Conditional Use Permits*.

8.11 COMPLIANCE WITH MITIGATION MONITORING PLAN

Certification of an Environmental Impact Report (EIR) shall be required prior to approval of the CenterPark Specific Plan. Development within the project site shall comply with all approved mitigation measures as described in the Mitigation Monitoring Program included as part of the EIR.

8.12 PROJECT PHASING

Phasing of development within the CenterPark Specific Plan shall meet the following objectives (See **Exhibit 8-1, Phasing Plan**) :

- Orderly build-out of the community based upon market and economic conditions.
- Provision of adequate infrastructure and public facilities as determined and deemed necessary by the City Engineer concurrent with development of each phase.
- Protection of public health, safety and welfare.

8.12.1 Mixed-Use Development

The phasing of commercial development areas shall be determined through the approval of tentative and final tract maps and development permits for Planning Area 1. Appropriate levels of infrastructure and community facilities shall be subject to the review and approval of the City Engineer and shall be installed and available to serve the commercial development as it occurs.

8.12.2 Residential Development

The phasing of residential development areas shall be determined through the approval of tentative and final tract maps and development permits for each Planning Area as developed. Appropriate levels of infrastructure and community facilities shall be subject to the review and approval of the City Engineer and shall be installed and available to serve each subsequent phase of residential development as it occurs.

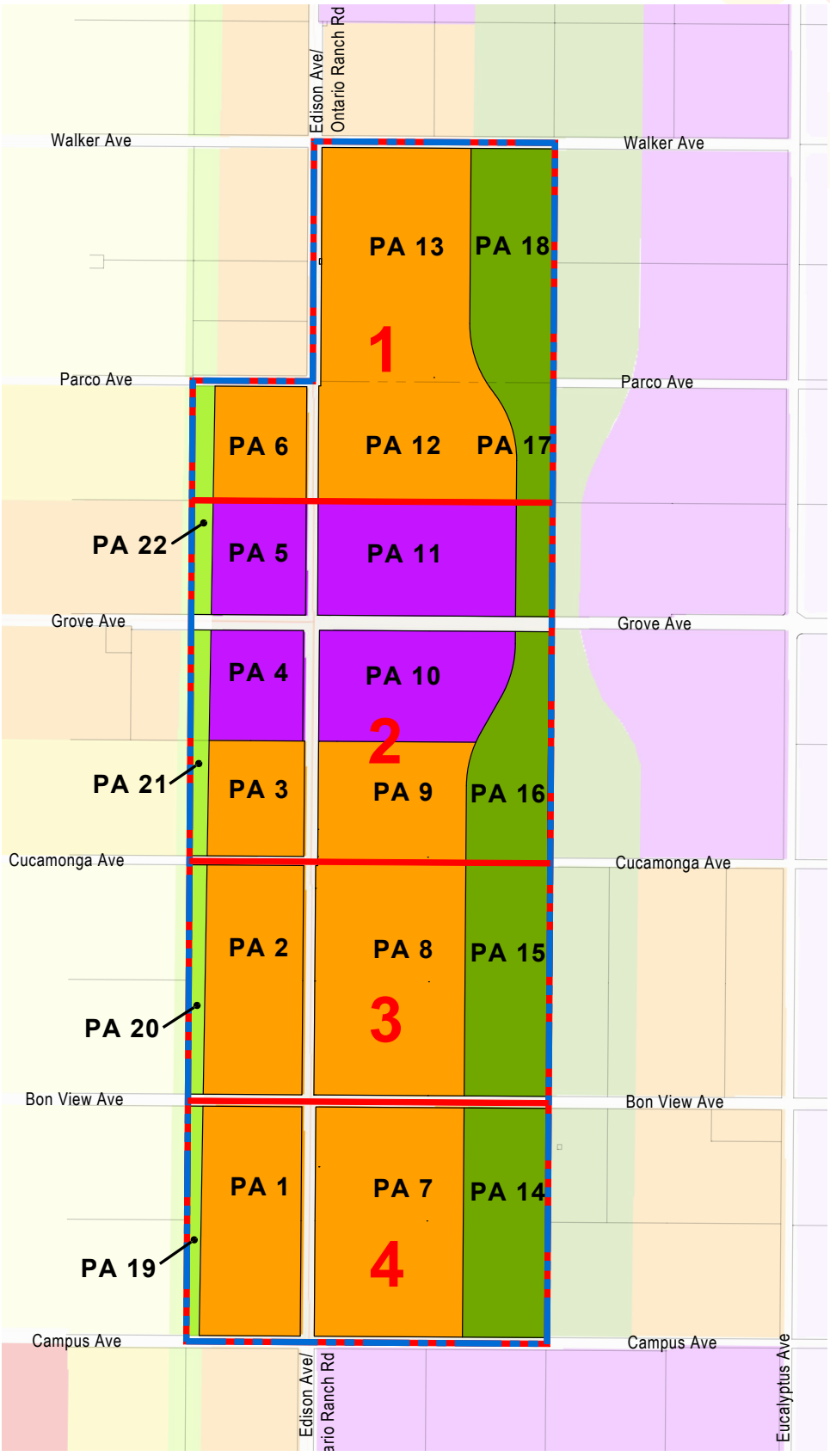


EXHIBIT 8-1 PHASING PLAN

8.12.3 Infrastructure

Backbone infrastructure within CenterPark shall be installed by the developer in accordance with the City's adopted Master Plan or approved by the City Engineer. Infill service mains shall be constructed in phases as development proceeds and as conditioned by the City Engineer's office to support individual phases of development, which may require installation of off-site infrastructure improvements beyond a given phase boundary.

Grading and installation of infrastructure to serve CenterPark is anticipated to be phased. Project required infrastructure will be extended from the east to the west in a timely manner to serve the CenterPark Specific Plan area and the surrounding future development. Mass grading on the site will be completed in at least 4 phases, following the extension of infrastructure from east to west. Final grading and on-site development of each phased neighborhood will be completed in multiple phasing.

Following completion of grading and infrastructure installation, the construction models for each product type within each neighborhood shall be permitted pursuant to the approval of a temporary conditional use permit. Phase I may include installation of infrastructure adequate to serve all Planning Areas.

8.12.4 Public Regional Park

The CenterPark Specific Plan area includes approximately 56 acres designated as part of the City's Grand Park, a planned regional park that extends from Haven Avenue to Campus Avenue within the Ontario Ranch. Improvements within the Grand Park will be installed in phases concurrent with the development of the adjacent Mixed Use and Residential planning areas.

8.12.5 Private Parks

In the event the City determines that the construction of private parks are required within any particular Planning Area, the timing for completion of each private park shall be determined as part of the City's approval of tentative maps or development plans. Facilities shall be constructed and services made available in a timely manner as development progresses.

8.12.6 Community Facilities and Services

The timing for installation of community facilities and payment of impact fees for public improvements and services for the CenterPark Specific Plan shall be determined as part of the City's approval of tentative tract maps in accordance with the provisions of the existing City development impact fee ordinances. Community facilities such as bike trails shall be constructed in conjunction with construction of the public street improvements.

8.13 APPEALS

Appeals from any determination of the City Planning Director, Zoning Administrator or the Planning Commission may be made by the applicant or any other aggrieved party by filing an application on forms provided by the City of Ontario and accompanied by the appropriate filing fee, where applicable, within ten (10) days following the final date of action for which an appeal is made. Appeals shall be processed consistent with the provisions of Article 5, "Appeals" of the City of Ontario Development Code.

8.14 PROJECT FINANCING

The financing of construction, operation and maintenance of public improvements, facilities (the "facilities") and public services shall include funding through a combination of financing mechanisms. Final determination of the facilities to be constructed and to maintenance responsibilities, whether publicly or privately maintained, shall be made prior to recordation of final maps. In order for the project to be fiscally self-sufficient, the following, but not limited to, financing options can be considered for implementation:

8.14.1 Facilities and Services

Private capital investment for the construction of facilities. Community Facilities District (CFD) established pursuant to the Mello-Roos Community Facilities District Act of 1982, or other special district, to provide funding for the construction of a variety of public facilities and the provision of public services.

8.14.2 Operation and Maintenance

- By individual private property owner.
- By private Homeowners Association.
- By Community Facilities District (CFD) established pursuant to the Mello-Roos Community Facilities District Act of 1982, or other special district. City Council approval is a prerequisite for the implementation of any and all special district-financing mechanisms. The use of the Mello-Roos Community Facilities District Act of 1982 (the "Act") to finance public facilities and services shall be at the City's sole discretion. Moreover, the use of the Act shall be consistent with the City's adopted goals and policies concerning the use of the Act.

8.15 MAINTENANCE RESPONSIBILITIES

The public and private improvements constructed within CenterPark shall be maintained through a combination of public and private entities as shown in the following **Table 8-1, Maintenance Responsibilities** and described below:

8.15.1 Public Maintenance

- All Master Plan streets and sidewalks serving residential Planning Areas shall be dedicated as public streets to the City of Ontario.
- Landscape improvements within the public right-of-way of Master Plan streets, neighborhood edges, community and neighborhood entries and public street lights within CenterPark shall be maintained through a CFD or other special maintenance district established by the City.
- All public on-site water, sewer and storm drains within the public streets or easements dedicated to the City shall be constructed by the developer and, upon acceptance, shall be maintained by the City.

	City/ CFD	HOA	Homeowner	Public Utility
Master Plan Roadways (Ontario Ranch Road, Grove Avenue, Walker Avenue, Campus Avenue and Bon View Avenue)	•			
Public Streets (curb-to-curb for primary entry streets, secondary entry streets and neighborhood streets)	•			
Parkways of Master Plan Roadways and Neighborhood Edges (curb to perimeter walls, including landscape, sidewalks and street lights)	•			
Private Streets (landscaping and sidewalks)		•		
Landscape Lettered Lots at corner conditions along Neighborhood Streets		•		
Traffic Signals and Public Street Lights (in the public right-of-way)	•			
Private Street Lights (not in the public right-of-way)		•		
Public Traffic Control Signs (in the public right-of-way)	•			
Private Traffic Control Signs (not in the public right-of-way)		•		
On-site Private Water, Sewer, and Storm Drain Improvements (improvements that are: private, lines behind meters and/or DCDAs, not within public streets, not within public utility easements, or not meeting public improvement design criteria)		•	•	
Off-site and On-site Public Water, Sewer, and Storm Drain Improvements	•			
Pocket Parks		•		
Private Recreation Areas		•		
Front Yard and Corner Side yard Landscaping (2)		•		
Community Theme Wall on Master Planned Roadways (outside face for graffiti removal and paint)	•			
Community Theme Wall on Master Planned Roadways: Surface (interior) opposite streetside (structural integrity and face repair)		•		
Private Interior Yard Walls		•	•	
Alley Landscaping and Lighting		•		
Police and Fire	•			
Electricity and Natural Gas				•
Communication Systems				•
Fiber Optic Infrastructure (3)	•			
NPDES Facilities (on-site) W.Q.M.P.		•		
NPDES Regional Facilities	•			

(1) Only those facilities in public streets and those in private streets within public utility easements that meet public improvement design criteria.

(2) "Corner Side Yard Landscaping" is the area between the fence and sidewalk on corner lot conditions.

(3) The City is only responsible for OntarioNet fiber lines. Any other infrastructure would be privately maintained (Spectrum, Frontier, etc.).

TABLE 8-1 MAINTENANCE RESPONSIBILITIES

- Off-site infrastructure improvements such as water, sewer and storm drain facilities shall be maintained by the City upon acceptance. All permanent on-site water quality basins or other storm water retention/ bio-treatment facilities developed within CenterPark shall be maintained by the City/CFD in accordance with **Table 8-1**.

8.15.2 Homeowners Association

A Homeowners Association shall be established for the maintenance of common area landscape improvements and any private roadways within residential areas of CenterPark. Improvements to be maintained by the Homeowners Association include:

- Designated private drives, alleys and adjacent landscaping.
- Designated private streets and landscaping. During the course of maintenance of public utilities within public streets, private streets, private drive aisles or alleys, the City will restore the streets to City standards for trench backfill, pavement repair and hardscape or landscape, as applicable. Restoration of any enhancements above and beyond City standards, including but not limited to architectural paving, hardscape and landscape enhancements shall be the responsibility of the HOA or other entity maintaining those enhancements.
- Parkways of interior neighborhood streets including sidewalks, landscaping and street lights as well as common areas distinct to individual residential types and neighborhoods.
- Maintenance of interior neighborhood streets landscaping and associated architectural monument elements are required to restore these areas to their condition as originally installed.
- Internal slopes fronting streets and slope areas in the rear of homes.
- All internal open spaces, parks and common areas including any pools and/or tot lots.
- NPDES facilities within private streets and common areas.
- Homeowners Association to maintain shared private utilities.

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SECTION 9: GENERAL PLAN CONSISTENCY

California Government Code (Title 7, Division 1, Chapter 3, Article 8, Section 65450-65457) permits the adoption and administration of specific plans as an implementation tool for elements contained in the local general plan. Specific Plans must demonstrate consistency in regulations, guidelines and programs with the goals and policies set forth in the general plan. The CenterPark Specific Plan has been prepared in conformance with the goals and policies of the City of the Ontario Plan (Policy Plan). The Policy Plan analysis in **Table 9-1, Policy Plan Consistency** describes the manner in which the CenterPark Specific Plan complies with The Ontario Plan (TOP) policies applicable to the project.

The TOP policies listed in this section reflect the policies in the place and at the time the CenterPark was adopted and may not reflect policy/update changes beyond the date of the Specific Plan adoption.

TABLE 9-1 POLICY PLAN CONSISTENCY

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
LAND USE ELEMENT	
GOAL LU1: A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.	
LU1-1 Strategic Growth. We concentrate growth in strategic locations that help create place and identify, maximize available and planned infrastructure, and foster the development of transit and support the expansion of the active and multimodal transportation networks throughout the City.	The Specific Plan outlines a pedestrian sidewalk and multi-use trail network connecting neighborhoods to open space and adjacent future commercial land uses.
LU1-2 Sustainable Community Strategy. We integrate state, regional and local Sustainable Community/ Smart Growth principles into the development and entitlement process.	Sustainable Community/Smart Growth principles are incorporated into the CenterPark Land Use Plan. Pedestrian sidewalks and bicycle paths to be constructed as part of the project throughout the community provide connectivity among residential planning areas, parks and Commercial area to help reduce vehicle trips and miles traveled. The design of residential areas incorporates tree-lined parkways providing shade for pedestrians and parked cars. Safe and efficient pedestrian and bicycle connectivity is provided throughout the project. The CenterPark architectural Design Guidelines allow for a variety of architectural styles that respond to local climate conditions. Some styles allow the incorporation of flat roofs that facilitate the use of solar collectors. All new construction will utilize design features, fixtures, appliances and heating and cooling controls to conserve energy and water. The landscape concept for CenterPark incorporates a plant palette of drought tolerant materials and requirements that the development implement planting and irrigation systems designed to conserve water. Park and recreation areas will include shaded areas, bicycle racks and other amenity features to encourage pedestrian and other non-vehicular activities.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
LU1-3 Adequate Capacity. We require adequate infrastructure and services for all development.	The CenterPark Specific Plan establishes an infrastructure and public facilities plan to ensure that adequate roadways and public utilities including sewer, water and drainage facilities along with parks and other public facilities are provided to serve the project.
LU1-4 Multimodal Mobility. We require development and urban design, where appropriate, that reduces reliance on the automobile and capitalizes on active transportation, transit, electric vehicles and multi-modal transportation opportunities.	The CenterPark Specific Plan requires the construction of Class 1 Bike Paths which are an integral element to creating accessibility and mobility within CenterPark. The Specific Plan requires locations and construction of bus turnouts that may be required within the project to be coordinated with and constructed to the satisfaction of the City of Ontario and Omnitrans.
LU1-6 Complete Community. We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario.	CenterPark provides for development of up to 4,293 residential dwelling units in a variety of residential single-family attached and detached housing types, where possible, focused on open space amenities.
GOAL LU2: Compatibility between a wide range of uses and resultant urban patterns and forms.	
LU2-6 Infrastructure Compatibility. We require infrastructure to be aesthetically pleasing and in context with the community character.	Arterial streets within CenterPark (if any) will be uniformly landscaped in an aesthetically pleasing manner with landscaped parkways on each side of the street and landscaped medians in main arterial streets of interest. A planting buffer varying in width from 30-50 ft. in width will be provided adjacent to sidewalks within the project adjacent to all arterial roadways. Decorative project monuments will be constructed at key project entries providing community identification and establishing a sense of arrival and a welcoming feeling for the community.
LU2-9 Methane Gas Sites. We require sensitive land uses and new uses on former dairy farms or other methane-producing sites be designed to minimize health risks.	The project will comply with appropriate mitigation measures identified in the project EIR for soil remediation and proper venting to address the potential existence of methane gases within the project.
GOAL LU4: Development that provides short term value only when the opportunity to achieve our Vision can be preserved.	
LU4-3 Infrastructure Timing. We require that the necessary infrastructure and services be in place prior to or concurrently with development.	Approval of the CenterPark Specific Plan is accompanied by the approval of development agreements. The development agreements shall include, but not be limited to, methods for financing, acquisition and construction of infrastructure, acquisition and development of adequate levels of parkland, as well as the provision of adequate housing opportunities for various segments of the community consistent with the City's regional housing needs assessment. A CenterPark development agreement shall be fully approved before the issuance of a building permit for the project.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
GOAL LU5: Integrated airport systems and facilities that minimize negative impacts to the community and maximize economic benefits.	
LU5-2 Airport Planning Consistency. We coordinate with airport authorities to ensure The Ontario Plan is consistent with state law, federal regulations and/or adopted master plans and airport land use compatibility plans for the ONT and Chino Airport	The Specific Plan will comply with the ALUCP requirements for Ontario Airport (ONT) and Chino Airport as outlined in the CenterPark Specific Plan Section 2.8.
LU5-7 ALUCP Consistency and Land Use Regulations. We comply with state law that requires general plans, specific plans and all new development be consistent with the policies and criteria set forth within an Airport Land Use Compatibility Plan for any public use airport.	The Specific Plan will comply with the ALUCP requirements for Ontario Airport (ONT) and Chino Airport as outlined in CenterPark Specific Plan Section 2.8.

COMMUNITY DESIGN ELEMENT

GOAL CD1: A dynamic, progressive city containing distinct and complete places that foster a positive sense of identity and belonging among residents, visitors, and businesses.	
CD1-2 Place Types. We establish Place Types in urban, mixed-use, and transit-oriented areas to foster the City's identity as a premier community and require new development within each Place Type to incorporate prescribed urban patterns, forms and placemaking priorities.	The Specific Plan includes Design Guidelines to guide the physical character of all future residential development and all community and neighborhood features, including the overall landscape treatment within the project. The proposed community character establishes a unified aesthetic treatment and design theme. The community vision for CenterPark is based upon the architectural and landscape influences found in Ontario, and throughout Southern California. The architectural styles and landscape concept chosen for the community have been selected in order to be reflective of older neighborhoods of historic Ontario as well as to accommodate innovative transitional influences. Together, the architectural styles and landscape concept are designed to create a neighborhood character for CenterPark that will be sustainable over time.
CD1-5 View Corridors. We require all major north-south streets be designed and redeveloped to feature views of the San Gabriel Mountains, which are part of the City's visual identity and a key to geographic orientation. Such views should be free of visual clutter, including billboards, and may be enhanced by framing with trees.	The major north-south streets in CenterPark are designed to frame the views of the San Gabriel Mountains. The Specific Plan requires the construction of extensive landscaping on both sides of each street and in the median when appropriate. All new utility lines will be placed underground.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
GOAL CD2: A high level of design quality resulting in neighborhoods, commercial areas, public spaces, parks and streetscapes that are attractive, safe, functional, human-scale and distinct.	
CD2-1 Quality Building Design and Architecture. We encourage all development projects to convey visual interest and character through: • Building volume, massing and height to provide context-appropriate scale and proportion; • A true architectural style which is carried out in plan, section and elevation through all aspects of the building and site design and appropriate for its setting; and • Exterior building materials that are articulated, high quality, durable and appropriate for the architectural style.	The Specific Plan includes Design Guidelines to guide the construction of the project by requiring building massing to address the street and the pedestrian experience, the use of selected architectural styles to be implemented in a comprehensive manner throughout each neighborhood around all building elevations and the use of building materials and architectural features and elements which are true to each selected style.
CD2-2 Neighborhood Design. We create distinct residential neighborhoods that promote a sense of community and identity by emphasizing access, connectivity, livability and social interaction through such elements as: • A pattern of smaller, walkable blocks that promote activity, safety and access to nearby amenities and services; • Varied parcel sizes and lot configurations to accommodate a diversity of housing types; • Traffic calming measures to slow traffic and promote walkability while maintaining acceptable traffic flows and emergency evacuation access; • Floor plans that encourage views onto the street and de-emphasize the visual and physical dominance of garages (introducing the front porch as the "outdoor living room"), as appropriate; and • Landscaped parkways, with sidewalks separated from the curb and designed to maximize safety, comfort and aesthetics for all users.	The CenterPark Specific Plan is designed as a walkable community of traditional residential neighborhoods organized around a simple grid street system offering a variety of home types within an open space setting. Residents can walk or bike to parks via an interconnected network of sidewalks and trails throughout the community. Traditional site planning elements, varied residential product design and architecture, well landscaped streets and enhanced entries combine to create welcoming neighborhoods within the community with aesthetic and functional harmony. Streets are linked together in a grid pattern with sidewalks separated from the street by landscaped parkways providing a simple and understandable system for pedestrian and vehicular travel connecting neighborhoods, open space amenities, public facilities and recreational areas. A variety of housing types, including detached single-family homes, attached single-family homes, and multi-family homes are planned for CenterPark, all of which are located close to parks, and open space amenities. Residential development standards and Design Guidelines contained in the Specific Plan ensure that homes are designed at a human scale, emphasizing architecture fronting the street. Residential development standards are designed to minimize views of garage doors through use of alternating garage configurations. Traffic calming features incorporated into neighborhood streets include a traditional grid pattern with sidewalks, separated by landscaping on either side and the use of intersection chokers and roundabouts where appropriate.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
CD2-5 Streetscapes. We design new and, when necessary, retrofit existing streets to improve walkability, bicycling and transit integration, strengthen connectivity and enhance community identity through improvements to the public right-of-way such as sidewalks, street trees, parkways, curbs, street lighting and street furniture.	The Specific Plan is designed with a comprehensive street system to accommodate the safe and efficient movement of automobiles as well as bike trails and a multipurpose trail to accommodate bicycle and pedestrian mobility and connectivity throughout the community. Streets are designed as a grid system of short blocks allowing for various vehicular access points and travel routes. Streets are designed with sidewalks separated from the street to create an inviting environment for walking. Streets connect neighborhoods and parks, through a variety of travel paths. Bicycle accessibility is provided throughout the community through a network of off-street multipurpose trails within Ontario Ranch Road, Campus Avenue, Grove Avenue and Walker Avenue which connect to a Class II Bike Path and Multipurpose Trail. Connectivity to this network of off-street bike trails from all residential Planning Areas is provided through the local street system.
CD2-6 Connectivity. We promote development of local street patterns, multimodal networks and connected public spaces that create and unify neighborhoods, rather than divide them, and create cohesive and continuous corridors, rather than independent "islands" through the following means: • Local street networks that provide access both between subdivisions and within neighborhoods and discourage through traffic; • A local street system that is logical and understandable for the user. A grid system is preferred to avoid circuitous and confusing travel paths between internal neighborhood areas and adjacent arterials and to provide adequate emergency and evacuation access; and • Pedestrian and bicycle networks that provide convenient access to neighborhoods and nearby destinations, such as schools, parks, other public spaces, commercial areas and transit stops.	Off-street pedestrian circulation is available throughout CenterPark by means of the interconnected, paved sidewalk system within the roadway right-of-way, separated from travel lanes by a landscaped parkway and within off-street Multipurpose Trails. The CenterPark pedestrian system provides connectivity among residential neighborhoods to pocket parks. Streets are designed in a simple grid system with short blocks promoting a sense of small neighborhoods.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
CD2-7 Sustainability. We collaborate with the development community to design and build neighborhoods, streetscapes, sites, outdoor spaces, landscaping and buildings to reduce energy demand through solar orientation, maximum use of natural daylight, passive solar and natural ventilation, building form, mechanical and structural systems, building materials and construction techniques.	Sustainable Community/Smart Growth principles are incorporated into the CenterPark Land Use Plan. The sustainable goals for the project as stated in the Specific Plan include the following: 1. Encourage walking and other non-vehicular modes of travel. 2. Provide pedestrian connectivity throughout the project. 3. Provide shaded outdoor areas. 4. Encourage the use of architectural elements designed to reduce interior heat gain. 5. Encourage the use of recycled, recyclable and environmentally friendly building materials. 6. Require the use of low energy glass, low water plumbing features and energy efficient appliances. 7. Encourage the use of drought-tolerant landscaping and water-efficient irrigation methods. Pedestrian and bicycle connectivity is provided among residential planning areas and parks, helping to reduce vehicle trips and miles traveled. The design of residential areas incorporates tree-lined parkways providing shade for pedestrians and parked cars. Safe and efficient pedestrian and bicycle connectivity is provided throughout the project through a network of off-street bicycle trails, multi-use trails and sidewalks. The CenterPark architectural Design Guidelines allow for a variety of styles that respond to local climate conditions. Some styles allow the incorporation of flat roofs that facilitate the use of solar collectors. All new construction will utilize design features, fixtures, appliances and heating and cooling controls to conserve energy and water. The landscape concept for CenterPark incorporates a drought-tolerant plant palette and requires planting and irrigation systems designed to conserve water. Park and recreation areas will include shaded areas, bicycle racks and other amenity features to encourage pedestrian and other non-vehicular activities.
CD2-8 Safe Design. We incorporate defensible space design into new and existing developments to ensure the maximum safe travel and visibility on pathways, corridors and open space and at building entrances and parking areas by avoiding physically and visually isolated spaces, maintenance of visibility and accessibility and use of lighting.	Residential development standards and Design Guidelines contained within the Specific Plan require home designs with fronts of homes, not garages, oriented toward the street to ensure that “eyes are on the street” in each neighborhood. Residences are oriented around open space, parks and trails. Parking areas and garages are located to the rear of residences to avoid dominance of the streetscape by automobiles and to enhance a pedestrian environment on all streets.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
CD2-9 Landscape Design. We encourage durable, sustainable and drought-tolerant landscaping materials and designs that enhance the aesthetics of structures, create and define public and private spaces and provide shade and environmental benefits.	The landscape concept for CenterPark incorporates the use of durable landscaping materials, a drought-tolerant plant palette and a planting, grading and irrigation system designed to conserve irrigation water and maximize the retention/ infiltration of rainfall runoff. Park and recreation areas will include shaded areas, bicycle racks and other amenity features to encourage pedestrian and other non-vehicular activities. All materials utilized in private and public common areas will be durable landscaping materials.
CD2-11 Entry Statements. We encourage the inclusion of amenities, signage and landscaping at the entry to neighborhoods, commercial centers, mixed-use areas, industrial developments and public places that reinforce them as uniquely identifiable places.	Signage and landscaping will be provided at neighborhood entries within CenterPark. Community and neighborhood entry monumentation is required by the Specific Plan and is designed to establish a hierarchy for each Planning Area of the community. At key entries a monumentation program will be utilized to help identify the community as well as convey a sense of arrival and a welcoming feel for both vehicular and pedestrian traffic. These monuments and "gateways" are to be designed with durable, lasting materials approved by the City of Ontario. The "gateways" leading into the community of CenterPark will be elegant in appearance, classic in form, evoking the sense of arrival.
CD2-12 Site and Building Signage. We encourage the use of sign programs that utilize complementary materials, colors and themes. Project signage should be designed to effectively communicate and direct users to various aspects of the development and complement the character of the structures.	The Specific Plan requires the developer of CenterPark to obtain approval by the City of a Master Sign Program to address project entries, neighborhood identification and way-finding signage within the project.

GOAL CD3: Vibrant urban environments that are organized around intense buildings, pedestrian and transit areas, public plazas and linkages between and within developments that are conveniently located, visually appealing and safe during all hours.

CD3-1 Unique Identity. We promote development that heightens the unique character and identity of each Place Type by requiring compatible land uses and land planning, site design and building design that promotes an active public realm.	The Specific Plan is designed for bicycle and pedestrian accessibility throughout the community through a network of off-street bike and pedestrian trails within the neighborhood edges of major arterial streets. Connectivity to this network of off-street trails from all residential Planning Areas is provided through the local street system.
CD3-2 Comfortable, Human-Scale Public Realm. We require that public spaces, including streets, parks and plazas on both public and private property be designed to maximize safety, comfort and aesthetics and connect to the citywide pedestrian, vehicular and bicycle networks.	The Specific Plan includes landscape Design Guidelines to enrich the community landscape and architectural style for CenterPark. The Design Guidelines are organized to define the basic landscape design principles for the project, to guide the implementation of the "design vision" and to ensure the design integrity of the project.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
CD3-3 Complete and Connected Network. We require that pedestrian, vehicular and bicycle circulation on both public and private property be coordinated to provide connections internally and externally to adjacent neighborhoods and properties (existing and planned) through a system of local roads and trails that promote walking and biking to nearby destinations (including existing and planned parks, commercial areas and transit stops) and are designed to maximize safety, comfort and aesthetics.	The Specific Plan includes infrastructure guidelines to align with the existing citywide circulation networks; offering street improvements and multi-modal neighborhood circulation systems that will enhance and integrate into existing and planned developments within the citywide network.
CD 3-5 Active Frontages. We create lively pedestrian streetscapes by requiring primary building, business and residential entrances, outdoor dining and storefronts be located on ground floors adjacent to sidewalks or public spaces and designed to maximize safety, comfort, aesthetics and the intended functionality (as defined by the Place Type).	The Specific Plan Design Guidelines promote street-facing front entries and architectural elements visible from adjacent streets, sidewalks and parks within the project to allow for a safe and aesthetically pleasing vibrant human-scale experience.
GOAL CD5: A sustained level of maintenance and improvement of properties, buildings and infrastructure that protects the property values and encourages additional public and private investments.	
CD5-1 Maintenance of Buildings and Property. We require all public and privately owned buildings and property (including trails and easements) to be properly and consistently maintained.	The Specific Plan includes a Maintenance Responsibility Matrix defining the public, private and utility entities responsible for maintenance of roadways, parkways, trails, sidewalks, common areas, parks, yards, walls and monuments, traffic signals, infrastructure and utilities within the project.
CD5-2 Maintenance of Infrastructure. We require the continual maintenance of infrastructure.	The Specific Plan includes a Maintenance Responsibility Matrix defining the responsible entities for continual maintenance of roadways, sidewalks, traffic signals, off-site and on-site public water, sewer and storm drain infrastructure facilities.

COMMUNITY ECONOMICS ELEMENT

GOAL CE1: A complete community that provides for all incomes and stages of life.	
CE1-7 Retail Goods and Services. We seek to ensure a mix of retail businesses that provide the full continuum of goods and services for the community.	The commercial development will provide neighborhood retail and commercial services to meet the need of future residents within CenterPark and for the surrounding community. The proposed commercial uses will implement the policies of The Ontario Plan.
CE1-12 Circulation. We continuously plan and improve public transit and non-vehicular circulation for the mobility of all, including those with limited or no access to private automobiles. (Refer to Mobility Public Transit)	The Design Guidelines incorporate multi-modal circulation through a network of trails, bicycle lanes and sidewalk system, encouraging alternative modes of travel. The Specific Plan requires the developer of the project to coordinate with the local mass transit provider, Omnitrans, to accommodate adequate areas for any bus turnouts within the Master Plan Roadways as required by Omnitrans.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
GOAL CE2: A City of distinctive neighborhoods, districts, corridors and centers where people choose to be.	
CE2-1 Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community. (Refer to Community Design Element)	The Design Guidelines incorporate a diversity of versatile architectural themes and place-making to produce neighborhoods that have aesthetic and functional harmony for an overall community character to encourage interaction and gathering among neighbors.
CE2-4 Protection of Investment. We require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.	The Specific Plan utilizes a variety of diverse architectural designs and themes to develop neighborhoods that will be aesthetically pleasing and functional, creating a community character that will continue to develop alongside the city.

MOBILITY ELEMENT

GOAL M1: A system of roadways that meets the mobility needs of a dynamic and prosperous Ontario.	
M1-1 Roadway Design and Maintenance. We require our roadways to: • Comply with federal, state and local design and safety standards. • Meet the needs of multiple transportation modes and users. • Handle the capacity envisioned in the City of Ontario Master Plan of Streets and Highways. • Be maintained in accordance with best practices. • Be compatible with the streetscape and surrounding land uses. • Promote the efficient flow of all modes of traffic through the implementation of intelligent transportation systems and travel demand management strategies.	The Specific Plan requires the construction of a network of Master Plan Roadways designed consistent with the requirements of the City of Ontario Master Plan of Streets and Highways and The Ontario Ranch Streetscape Master Plan. The roadway system is designed to maintain an efficient flow of all modes of traffic at all intersections as discussed in the project EIR. Site design, source control and treatment BMP's for the project are required to be submitted by the developer for approval by the City prior to issuance of permits for the project.
M1-2 Mitigation of Impacts. We require development to mitigate its traffic impacts.	All mitigation measures, standard conditions and project design features identified in the project EIR to mitigate traffic impacts of the project will be implemented by the project.
GOAL M2: A system of trails and corridors that facilitate and encourage bicycling and walking active modes of transportation.	
M2-3 Pedestrian Walkways. We require streets to include sidewalks and visible crosswalks at major intersections where necessary to promote safe, comfortable mobility between residential areas, businesses, schools, parks, recreation areas and other key destination points.	The Specific Plan includes a plan for construction of an off-street pedestrian circulation system comprised of an interconnected, paved sidewalk system within all roadway rights-of-ways, separated from vehicular travel lanes by a landscaped parkway. The CenterPark pedestrian system provides connectivity among residential neighborhoods to the pocket parks.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
GOAL M3: A public transit system that is a viable alternative to automobile travel and meets the basic transportation needs of the transit dependent.	
M3-2 Transit Facilities at New Development. We require new development adjacent to an existing or planned transit stop to contribute to the creation of transit facilities, such as bus shelters, transit bays and turnouts and bicycle facilities, such as secure storage areas, as necessary.	The Specific Plan requires the developer of the project to coordinate with the local mass transit provider, Omnitrans, to accommodate adequate areas for any bus turnouts within the Master Plan Roadways as required by Omnitrans.

HOUSING ELEMENT

GOAL H2: Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics and support and reinforce the economic sustainability of Ontario.	
H2-4 Ontario Ranch. We support a premier lifestyle community in the Ontario Ranch distinguished by diverse housing, highest design quality and cohesive and highly amenitized neighborhoods.	The Specific Plan allows for the development of up to 4,293 residential dwelling units comprised of a variety of single-family attached and detached homes. Residential land use areas are linked by a network of street-separated sidewalks and bicycle trails connecting all neighborhoods to parks. Residential development is designed to address a variety of lifestyles and economic segments of the marketplace, such as singles, families, executives and "empty nesters."
H2-5 Housing Design. We require architectural excellence through adherence to City Design Guidelines, thoughtful site planning, environmentally sustainable practices and other best practices.	The Specific Plan includes architectural Design Guidelines to encourage development of diverse neighborhoods with the use of varied architectural styles, articulated with elements true to the architectural characteristics of each style
GOAL H5: A full range of housing types and community services that meet the special housing needs for all individuals and families in Ontario, regardless of income level, age or other status.	
H5-2 Family Housing. We support the development of larger rental apartments that are appropriate for families with children, including, as feasible, the provision of services, recreation and other amenities.	The Specific Plan allows for the development of condominium and multi-family home types designed to accommodate families with children. The Specific Plan requires that all condominium and multi-family developments within the project provide private recreational areas and/or pocket parks for residents of the development.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY

ENVIRONMENTAL RESOURCES ELEMENT

GOAL ER1: A reliable and cost effective system that permits the City to manage its diverse water resources and needs.

ER1-3 Conservation and Sustainable Water Supply. We work with regional water providers and users to conserve water and ensure sustainable local water supplies as more frequent droughts reduce long term local and regional water availability.	The Specific Plan requires all public and common area landscaping within the project to utilize plant materials listed on the approved Specific Plan Landscape Plant Matrix which is comprised of drought-tolerant and California-friendly plant materials. The Specific Plan requires that irrigation systems for both public and private landscaped areas be designed to be as water-efficient as possible and includes the following minimum requirements: • All irrigation systems shall have automatic controllers designed to properly water plant materials, given the site's soil conditions. Irrigation systems for all public landscapes shall have automatic rain shut-off devices. • Drip irrigation is not permitted within LMD landscape areas. • Spray systems shall have low volume matched-precipitation heads. • All LMD areas are to be controlled with central control irrigation systems and all trees are to be irrigated utilizing a flush grade bubbler system on a separate valve. All LMD areas shall be designed to City Standard Specifications.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
ER1-5 Water Resource Management. Environmental justice areas are prioritized as we coordinate with local agencies to protect water quality, prevent pollution, address existing contamination and remediate contaminated surface water and groundwater.	The Specific Plan requires that the developer obtain approval of a Storm Water Pollution Prevention Plan (SWPPP) prior to issuance of grading or construction permits. The SWPPP will be prepared to comply with the California State Water Resources Control Board's current "General Permit to Discharge Storm Water Associated with Construction Activity" and current "Area Wide Urban Storm Water Runoff (Regional NPDES) Permit". The SWPPP will identify and detail all appropriate Best Management Practices (BMP's) to be implemented or installed during construction of the project. In addition to the preparation of a SWPPP for construction-related activities and as part of the approval of any grading plans for the project, each tract map developer will be required to submit a Water Quality Management Plan (WQMP) on the San Bernardino County Stormwater Program's template form available at http://www.sbcounty.gov/dpw/land/npdes.asp. The WQMP shall identify and detail all Low Impact Development Site Design BMP's, Source Control BMP's and Treatment Control BMP's to be implemented or installed as part of the project in order to reduce storm water pollutants and site runoff. In addition, as part of the submittal of the Tentative Tract Maps, all developers shall submit a Preliminary WQMP on the form available on the City of Ontario's website, which will conceptually describe and detail the locations and approximate sizing of the proposed on-site LID BMPs that will be incorporated into the tract map layout.
ER1-6 Urban Run-Off Quantity. We encourage the use of low impact development strategies, including green infrastructure, to intercept run-off, slow the discharge rate, increase infiltration and ultimately reduce discharge volumes to traditional storm drain systems.	The Specific Plan requires that the project be designed and graded to direct 2-year storm event run-off from building roofs and paved areas into swaled landscape areas for capture and retention/infiltration. In particular, open space, parks, landscaped setback areas and trails are to be used for this purpose in order to comply with the most recent requirements of the San Bernardino County NPDES Storm Water Program's Quality Management (WQMP) for significant new development projects. In addition to these site design BMPs, each Tract Map project will incorporate structural and non-structural Source Control Best Management Practices (BMP's) and on-site Structural Treatment Control BMP's, as needed. Participation in regional or watershed-based Treatment Control BMP's as an alternative to on-site LID BMP implementation is regulated by the requirements of the San Bernardino County MS4 Urban Runoff Permit and the SB County Water Quality Management Plan Technical Guidance Document.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
ER1-7 Urban Run-Off Quality. We require the control and management of urban run-off consistent with Regional Water Quality Control Board regulations.	The Specific Plan requires that the project comply with the most recent requirements of the San Bernardino County NPDES Storm Water Program's Quality Management (WQMP) for significant new development projects. A final WQMP is required to be submitted by the developer for approval by the City prior to the issuance of any grading and construction permits for the project.
ER1-8 Wastewater Management. We require the management of wastewater discharge and collection consistent with waste discharge requirements adopted by the Regional Water Quality Control Board.	The Specific Plan requires the construction of a wastewater system consistent with City requirements and also requires that the project obtain approval of a WQMP for the project prior to the issuance of any grading or construction permit.

GOAL ER3: Cost-effective and reliable energy system sustained through a combination of low impact buildings, site and neighborhood energy conservation and diverse sources of energy generation that collectively help to minimize the region's carbon footprint.

ER3-1 Conservation Strategy. We require conservation as the first strategy to be employed to meet applicable energy-saving standards.	The Specific Plan requires all public and common area landscaping within the project to utilize plant materials listed on the approved Specific Plan Landscape Plant Matrix which is comprised of drought-tolerant and California-friendly plant materials. The Specific Plan requires that irrigation systems for both public and private landscaped areas be designed to be as water-efficient as possible. The Specific Plan requires the construction of separate water mains for the use of recycled water in public and common areas of the project. The Specific Plan includes architectural styles that respond to local climate conditions and allow for the incorporation of flat roofs that facilitate the use of solar collectors. All new construction will utilize fixtures, appliances and heating and cooling controls to conserve water and energy.
ER3-2 Green Development - Communities. We encourage the use of the LEED Neighborhood Development rating system, or similar mechanism, to guide the planning and development of all new communities.	The Specific Plan includes architectural guidelines which allow for a variety of styles that respond to local climate conditions. Some styles allow the incorporation of flat roofs that facilitate the use of solar collectors. All new construction will utilize design features, fixtures, appliances and heating and cooling controls to conserve energy and water. The landscape concept for CenterPark incorporates a plant palette and a planting and irrigation system designed to conserve water. Park and recreation areas will include shaded areas, bicycle racks and other amenity features to encourage pedestrian and other non-vehicular activities.
ER3-3 Building and Site Design. We require new construction to incorporate energy efficient building and site design strategies, which could include appropriate solar orientation, maximum use of natural daylight, passive solar and natural ventilation.	The Specific Plan includes architectural Design Guidelines which allow for a variety of styles that respond to local climate conditions. Some styles allow the incorporation of flat roofs that facilitate the use of solar collectors.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
GOAL ER4: Improved indoor and outdoor air quality and reduced locally generated pollutant emissions.	
ER4-4 Indoor Air Quality. We will comply with State Green Building Codes relative to indoor air quality. We seek funding to improve indoor air quality for households with poor indoor air quality, with priority for lower income households in environmental justice areas.	All development within the Specific Plan will be required to comply with the State Green Building Code as implemented by the City.
GOAL ER5: Protected high-value habitat and farming and mineral resource extraction activities that are compatible with adjacent development.	
ER5-2 Entitlement and Permitting Process. We comply with state and federal regulations regarding protected species.	The project will comply with all mitigation measures identified in the project EIR with regard to biological resources.
ER5-3 Right to Farm. We support the right of existing farms to continue their operations within the Ontario Ranch.	The Specific Plan requires a minimum 100 ft. wide agricultural buffer be provided by the development between any new residential structure and any existing animal feed trough, corral/ pen or an existing dairy/feed lot.
ER5-4 Transition of Farms. We protect both existing farms and sensitive uses around them as agricultural areas transition to urban uses.	The Specific Plan requires a minimum 100 ft. wide agricultural buffer be provided by the development between any new residential structure and any existing animal feed trough, corral/ pen or an existing dairy/feed lot.

SAFETY ELEMENT

GOAL S1: Minimized risk of injury, loss of life, property damage and economic and social disruption caused by earthquake-induced and other geologic hazards.	
S1-1 Implementation of Regulations and Standards. We require that all new habitable structures be designed in accordance with the most recent California Building Code adopted by the City, including provisions regarding lateral forces and grading.	All development within the Specific Plan will be required to comply with the State of California Building Code as adopted and implemented by the City.
GOAL S3: Reduced risk of death, injury, property damage and economic loss due to fires, accidents and normal everyday occurrences through prompt and capable emergency response.	
S3-8 Fire Prevention through Environmental Design. We require new development to incorporate fire prevention consideration in the design of streetscapes, sites, open spaces and buildings.	The Specific Plan requires all new development to be reviewed and approved pursuant to the provisions of the City's Subdivision Ordinance and Development Plan Review process which provides for review by the City's Fire Department which may require the development to incorporate fire prevention design elements in streetscapes, sites, open spaces and buildings.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
GOAL S4: An environment where noise does not adversely affect the public's health, safety and welfare.	
S4-1 Noise Mitigation. We utilize the City's Noise Ordinance, building codes and subdivision and development codes to mitigate noise impacts.	The Specific Plan requires all new development to comply with the City's Noise Ordinance, building codes and subdivision and development codes to mitigate noise impacts.
GOAL S5: Minimize the risk of injury, property damage and economic loss resulting from windstorms and wind-related hazards.	
S5-2 Dust Control Measures. We require the implementation of Best Management Practices for dust control at all excavation and grading projects.	Construction within the Specific Plan will comply with a City approved construction management plan and all mitigation measures identified in the project EIR with regard to dust control.
GOAL S6: Reduced potential for hazardous materials exposure and contamination.	
S6-9 Remediation of Methane. We require development to assess and mitigate the presence of methane, per regulatory standards and guidelines.	The project will comply with all mitigation measures identified as part of the project EIR for soil remediation and proper venting to address the potential existence of methane gases within the project.
GOAL S7: Residential neighborhoods, commercial areas and industrial districts that are kept safe through a multi-faceted approach of prevention, suppression and community involvement in public safety.	
S7-4 Crime Prevention through Environmental Design (CPTED). We require new development to incorporate CPTED in the design of streetscapes, sites, open spaces and buildings.	The Specific Plan requires all new development to be reviewed and approved pursuant to the provisions of the City's Subdivision Ordinance and Development Plan Review process which provides for review by the City's Police Department which may require the development to incorporate CPTED in the design of streetscapes, sites, open spaces and buildings.

PARKS AND RECREATION ELEMENT

GOAL PR1: A system of safe and accessible parks that meets the needs of the community.

PR1-5 Acreage Standard. We strive to provide 5 acres of parkland (public and private) per 1,000 residents.	The project will comply with the City requirement for the payment of an in-lieu fee in amount equivalent to 3 acres of parkland per 1,000 residents to fund the development of public parks and the requirement that each new development provide park acreage on-site equivalent to 2 acres per 1,000 residents. The Specific Plan includes the provision of private pocket parks in each Planning Area.
PR1-6 Private Parks. We expect development to provide a minimum of 2 acres of developed private park space per 1,000 residents.	The Specific Plan includes the provision of private pocket parks in each Planning Area with a total acreage provided equivalent to 2 acres of developed private park per 1,000 residents.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
PR1-9 Phased Development. We require parks be built in new communities before a significant proportion of residents move in.	Development within the Specific Plan is required to be reviewed and approved pursuant to the City's Subdivision Ordinance which requires the approval of tentative and final subdivision maps for the project. Conditions of approval associated with the City's approval of tentative subdivision maps will provide for the timing of construction of parks as part of the development.
PR1-11 Environmental Function of Parks. We require new parks to meet environmental management objectives.	The Specific Plan requires all new development to be reviewed and approved pursuant to the provisions of the City's Subdivision Ordinance and Development Plan Review process which provides for review by the City's Planning Department which may require the development to incorporate environmental management objectives into the design of parks.
PR1-12 Trails. We promote connections between parks and local trails including those managed by other public agencies.	The Specific Plan is designed for bicycle and pedestrian accessibility provided throughout the community through a network of off-street bike and pedestrian trails that are connected to a Class I Bike Path system. Connectivity to this network of off-street trails from all residential Planning Areas is provided through the local street system as well as a Class I Multi-purpose Trail.
PR1-14 Multi-Family Residential Developments. We require that new multi-family residential developments of 5 or more units provide recreational facilities or open space, in addition to paying adopted impact fees.	The Specific Plan requires that all condominium and multi-family developments within the project provide private recreational areas and/or pocket parks for residents of the development in addition to the payment by the developer of adopted impact fees.

SOCIAL RESOURCES ELEMENT

GOAL SR2: A range of educational and training opportunities for residents and workers of all ages and abilities that improves their life choices and provides a skilled workforce for our businesses.

SR2-4 Access to Schools. We work with local and regional partners to improve the safety in and around schools and to improve access for citizens of all ages and abilities to schools and community services, such as after school and other programs.	The Specific Plan does not include a parcel dedicated to a school zone. However, safe access and commute to surrounding schools are achieved through the multi-modal circulation systems within the neighborhoods established through the Design Guidelines.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY

COMMUNITY ECONOMICS ELEMENT

GOAL CE1: A complete community that provides for all incomes and stages of life.

CE1-6 Diversity of Housing. We collaborate with residents, housing providers and the development community to provide housing opportunities for every stage of life. We plan for a variety of housing types and price points to encourage the development of housing supportive of our efforts to attract business in growing sectors of the community while being respectful of existing viable uses.	The Specific Plan allows for the development of up to 4,293 residential dwelling units comprised of a variety of single-family attached and detached homes. Residential land use areas are linked by a network of street-separated sidewalks and Multipurpose Trails connecting all neighborhoods to parks. Residential development is designed to address a variety of lifestyles and economic segments of the marketplace, such as singles, families, executives and "empty nesters."

GOAL CE2: A City of distinctive neighborhoods, districts, corridors and centers where people choose to be.

CE2-1 Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community.	The Specific Plan includes architectural and landscape Design Guidelines.
CE2-2 Development Review. We require those proposing new development and redevelopment to demonstrate how their projects will create appropriately unique, functional and sustainable places that will compete well with their competition within the region.	The Specific Plan requires all new development to be reviewed and approved pursuant to the provisions of the City's Subdivision Ordinance and Development Plan Review process which provides for review by the City's Planning Department which may require the development to demonstrate how the project will create appropriately unique, functional and sustainable places.
CE2-5 Private Maintenance. We require adequate maintenance, upkeep and investment in private property because proper maintenance on private property protects property values.	The Specific Plan includes a Maintenance Responsibility Matrix defining the private responsibilities for maintenance of private roadways, parkways, trails, common areas, parks, yards, walls, and monuments within the project.
CE2-6 Public Maintenance. We require the establishment and operation of maintenance districts or other vehicles to fund the long-term operation and maintenance of the public realm whether on private land, in rights-of-way or on publicly-owned property.	The Specific Plan includes a Maintenance Responsibility Matrix defining the responsible public entities, including special districts, for maintenance of roadways, sidewalks, traffic signals, off-site and on-site public water, sewer and storm drain infrastructure facilities.

LAND DEVELOPMENT DIVISION CONDITIONS OF APPROVAL

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Fax: 909.395.2420

Date Prepared: 2/11/2026

File No: PSP24-002

Related Files: N/A

Project Description: A public hearing to consider certification of the Focused Environmental Impact Report (SCH#2025060731), including the adoption of a Mitigation Monitoring and Reporting Program and a Statement of Overriding Considerations, in conjunction with a Specific Plan (File No. PSP24-002 – CenterPark Specific Plan) to establish the land use districts, development standards, guidelines, and infrastructure improvements for the potential development of up to 4,293 residential dwelling units, 115,809 square feet of retail land uses, 135,110 square feet of office uses, and 68 acres of open space parkland/non-recreational uses on approximately 258 acres of land generally bounded by the Southern California Edison (SCE) easement roughly 500 feet north of Ontario Ranch Road, Walker Avenue to the east, Campus Avenue to the West, and southern boundary roughly 1,300 feet north of Eucalyptus Avenue within the proposed MDR (Medium Density Residential) and MU (Mixed Use) districts of the proposed CenterPark Specific Plan and a Development Agreement (File No. PDA25-001) between the City of Ontario and Ontario Ranch Venture I, LLC. and Ontario Ranch Venture II, LLC., to establish the terms and conditions for the associated Specific Plan; (APNs: 1053-301-01, -02; 1053-311-01, -02, 1053-321-01, -02, -03; 1053-331-01, -02, -03, -04; 1053-341-01, -02; 1053-351-01, -02; 1053-361-01, -02, -03; 1053-371-01, -02; 0216-311-01,-02, -09; 0216-321-03, -08; 0216-322-03, -04, -10); **submitted by RCCD, Inc.**

Prepared By: Rafael Torres, Assistant Planner
Phone: 909.395.2979 (direct)
Email: rtorres@ontarioca.gov

The Planning Department, Land Development Section, conditions of approval applicable to the above-described Project, are listed below. The Project shall comply with each condition of approval listed below:

1.0 Standard Conditions of Approval. The project shall comply with the *Standard Conditions for New Development*, adopted by City Council Resolution No. 2017-027 on April 18, 2017. A copy of the *Standard Conditions for New Development* may be obtained from the Planning Department or City Clerk/Records Management Department.

2.0 Special Conditions of Approval. In addition to the *Standard Conditions for New Development* identified in condition no. 1.0, above, the project shall comply with the following special conditions of approval:

2.1 Specific Plan/Specific Plan Amendment. The following shall be submitted to the Planning Department within 30 days following City Council approval of the Specific Plan/Specific Plan Amendment:

(a) Two copies of the final Specific Plan document.

(b) One complete, unbound copy of the final Specific Plan document.

(c) One USB drive, or download link, containing a complete Microsoft Word, or editable, copy of the final Specific Plan document, including original figures, images and all required revisions.

2.2 Additional Fees.

(a) Within 5 days following final application approval, the Notice of Determination ("NOD") filing fee shall be provided to the Planning Department. The fee shall be paid by check, made payable to the "Clerk of the Board of Supervisors", which shall be forwarded to the San Bernardino County Clerk of the Board of Supervisors, along with all applicable environmental forms/notices, pursuant to the requirements of the California Environmental Quality Act ("CEQA"). Failure to provide said fee within the time specified will result in the extension of the statute of limitations for the filing of a CEQA lawsuit from 30 days to 180 days.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING, PURSUANT TO THE CERTIFIED FOCUSED ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2025060731) FOR THE CENTERPARK SPECIFIC PLAN, THE CENTERPARK SPECIFIC PLAN (FILE NO. PSP24-002), TO ESTABLISH THE LAND USE DISTRICTS, DEVELOPMENT STANDARDS, DESIGN GUIDELINES, AND INFRASTRUCTURE IMPROVEMENTS FOR THE POTENTIAL DEVELOPMENT OF UP TO 4,293 RESIDENTIAL DWELLING UNITS, 115,809 SQUARE FEET OF RETAIL USES, 135,110 SQUARE FEET OF OFFICE USES, AND 68 ACRES OF OPEN SPACE (PARKLAND/NON-RECREATIONAL USES) ON APPROXIMATELY 258 ACRES OF LAND, AND MAKING FINDINGS IN SUPPORT THEREOF – APNS: 1053-301-01, -02; 1053-311-01, -02, 1053-321-01, -02, -03; 1053-331-01, -02, -03, -04; 1053-341-01, -02; 1053-351-01, -02; 1053-361-01, -02, -03; 1053-371-01, -02; 0216-311-01,-02, -09; 0216 321 03, -08; 0216-322-03, -04, -10.

WHEREAS, RCCD, INC. ("Applicant") has filed an Application for the approval of the CenterPark Specific Plan (File No. PSP24-002), as described in the title of this Ordinance (hereinafter referred to as “Application” or “Project”); and

WHEREAS, the Application applies to 258 acres of land with 29 parcels and is generally bounded to the north by a Southern California Edison (SCE) easement, to the west by Campus Avenue, to the east by Walker Avenue, to the south by Eucalyptus Avenue, and bisected by Ontario Ranch Road, within the SP (Specific Plan) AG (Agricultural Overlay)) zoning district, and is presently improved with agricultural, dairy, recreational vehicle storage, residential and vacant land uses; and

WHEREAS, the properties surrounding the project site are generally established with agricultural uses. To the north of the Project site, the area is within the Specific Plan (SP) zoning district and is developed with dairy farms, livestock, a truck terminal, a nursery, and vacant land. The properties to the south of the Project site are within the SP zoning district and include dairy farms, a truck terminal storage and single-family residential uses. The properties to the east of the Project site are within the SP zoning district and are developed with single-family residential uses and dairy farms. The properties to the west of the Project site are within the SP zoning district and are developed with single-family residential uses, dairy farms and vacant land; and

WHEREAS, the CenterPark Specific Plan, attached hereto as "Attachment A", establishes a comprehensive set of design guidelines and development regulations to guide and regulate site planning, landscape, and architectural character, and ensuring that excellence in community design is achieved during project development. In addition, the Specific Plan will establish the procedures and requirements to approve new development within the project site to ensure The Ontario Plan 2050 (“TOP 2050”) goals and policies are achieved; and

WHEREAS, the CenterPark Specific Plan consists of approximately 258 acres of land, which includes potential development of up to 4,293 residential dwelling units, 115,809 square feet of retail uses, 135,110 square feet of office land uses, and 68 acres of open space (parkland/non-recreational uses); and

WHEREAS, the land use intensity of the CenterPark Specific Plan anticipated in 22 planning areas is consistent with TOP 2050. The Specific Plan proposes a potential buildout of up to 4,293 dwelling units with a land use intensity of 22 dwelling units per acre for Medium-Density Residential (MDR) and Mixed-Use (MU) residential designations. The Specific Plan also proposes ten (10) percent of the office uses with a maximum floor area ratio ("FAR") of 0.70, twenty (20) percent retail uses with a maximum FAR of 0.30, and seventy (70) percent of residential development with a maximum density of 35 dwelling units per acre, within the Mixed-Use land use areas (Planning Areas 4, 5, 10, and 11). Planning Areas 19, 20, 21, and 22 are designated Open Space – Non-Recreational land use and no development is planned for these areas; and

WHEREAS, the CenterPark Specific Plan has been prepared in conformance with the goals and policies of the City of Ontario Policy Plan (General Plan). The policy (General Plan) analysis in "Section 9. General Plan Consistency" of the Specific Plan describes the manner in which the CenterPark Specific Plan complies with the Policy Plan goals and policies applicable to the CenterPark Specific Plan; and

WHEREAS, the Application is a project pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA") and an initial study has been prepared to determine possible environmental impacts; and

WHEREAS, a Focused Environmental Impact Report ("FEIR") (State Clearinghouse No. 2025060731), including the adoption of a Mitigation and Monitoring and Reporting Program ("MMRP"), Findings of Fact, and a Statement of Overriding Considerations, have been prepared in accord with CEQA and the State CEQA Guidelines, and the City of Ontario Guidelines to address the environmental effects of the CenterPark Specific Plan; and

WHEREAS, on March 17, 2026, the City adopted Resolution 2026-017 certifying the FEIR, and adopting the Findings of Fact, a Statement of Overriding Considerations and MMRP; and

WHEREAS, Ontario Development Code Table 2.02-1 (Review Matrix) grants the City Council the responsibility and authority to review and act on the subject Application; and

WHEREAS, the Project has been reviewed for consistency with the Housing Element of the Policy Plan component of The Ontario Plan 2050, as State Housing Element law (as prescribed in Government Code Sections 65580 through 65589.8) requires that development projects must be consistent with the Housing Element, if upon consideration of all its aspects, it is found to further the purposes, principals, goals, and policies of the Housing Element; and

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and is subject to, and must be consistent with, the policies and criteria set forth in the Ontario International Airport Land Use Compatibility Plan (hereinafter referred to as "ALUCP"), which applies only to jurisdictions within San Bernardino County, and addresses the noise, safety, airspace protection, and overflight impacts of current and future airport activity; and

WHEREAS, the proposed Project is located within the Airport Influence Area of Chino Airport, within the City of Ontario boundary, and is subject to, and must be consistent with, the policies criteria set forth in Reference I, Chino Airport Land Use Compatibility Plan (CNO ALUCP), which applies only to jurisdictions within City of Ontario, and addresses the safety, airspace protection, and overflight impacts of current and future airport activity; and

WHEREAS, City of Ontario Development Code Division 2.03 (Public Hearings) prescribes the manner in which public notification shall be provided and hearing procedures to be followed, and all such notifications and procedures have been completed; and

WHEREAS, on February 24, 2026, the Planning Commission of the City of Ontario conducted a hearing to consider the FEIR, MMRP, Statement of Overriding Considerations, and the Project, and concluded said hearing on that date, voting to issue Resolution No. PC26-015 & PC26-016, recommending the City Council approve the Application; and

WHEREAS, on March 17, 2026, the City Council of the City of Ontario conducted a hearing to consider the Final FEIR, MMRP, Statement of Overriding Considerations, and the Project, and concluded said hearing on that date; and

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

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND ORDAINED by the City Council of the City of Ontario, as follows:

SECTION 1. Environmental Determination and Findings. Pursuant to Resolution 2026-017, as the decision-making body for the Project, the City Council has reviewed and considered the information contained in the FEIR, including the CEQA Guidelines Section 15183 Consistency Analysis, as well as the Findings of Fact, the MMRP, and the Statement of Overriding Considerations prepared for the Project and supporting documentation. Based upon the facts and information contained in the FEIR (State Clearinghouse No. 2025060731) and the administrative record, including the CEQA Guidelines Section 15183 Consistency Analysis and all written and oral evidence presented to the City Council, it has certified the FEIR, and approved the Findings of Fact, the MMRP, and the Statement of Overriding Considerations for the Project.

SECTION 2. Housing Element Compliance. Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the decision-making body for the Project, the City Council finds that based upon the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the Project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan 2050. The Project site includes properties listed in the Housing Element Sites Inventory contained in Tables B-1 and B-2 of the Housing Element Technical Report, and the proposed Project is consistent with the number of dwelling units (4,293) and densities (22 du/ac for Medium Density Residential and 35 du/ac for Mixed-Use Residential) specified in the Housing Element Sites Inventory.

SECTION 3. Airport Land Use Compatibility Plan ("ALUCP") Compliance. The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

(1) On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the decision-making body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the City Council, therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the ONT ALUCP; and

(2) On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport (“CNO”) Overlay Zoning District (“OZD”) and Reference I, Chino Airport Land Use Compatibility Plan (“CNO ALUCP”). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the decision-making body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO

ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the City Council, therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the California Airport Land Use Planning Handbook and the Chino ALUCP.

SECTION 4. Concluding Facts and Reasons. Based upon the substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Sections 1 through 3 above, the City Council hereby concludes as follows:

(1) *The proposed Specific Plan, or amendment thereto, is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan 2050.* The approximately 258-acre CenterPark Specific Plan is suitable for residential and mixed-use developments and is consistent with the goals and policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of TOP 2050. “Section 9. General Plan Consistency” of the CenterPark Specific Plan describes the manner in which the Specific Plan complies with the Policy Plan goals and policies; and

(2) *The proposed Specific Plan, or amendment thereto, would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.* The proposed CenterPark Specific Plan is in conformance with the Land Use Policies and Goals of the Policy Plan and will provide standards and guidelines for the harmonious development within the districts, in a manner consistent with the Policy Plan. The Specific Plan is proposing residential and mixed use (office, retail and residential) development for the approximately 258-acre site, which is what is mandated by the land use plan of the Policy Plan; therefore, the proposed residential and mixed-use land uses will not be detrimental to the public interest, health, safety, convenience, or general welfare of the City because it will provide land uses that are consistent with the existing and future development of the surrounding area; and

(3) *In the case of an application affecting specific property(ies), the proposed Specific Plan, or amendment thereto, will not adversely affect the harmonious relationship with adjacent properties and land uses.* The proposed Specific Plan will modify the land use from agricultural, dairy farm, recreational vehicle storage, residential and vacant land uses to Residential and Mixed Use, which aligns with surrounding land uses planned in TOP 2050 and allows for similar development intensities under the Residential and Mixed-Use designation; and

(4) *In the case of an application affecting specific property(ies), the subject site is physically suitable, including, but not limited to, parcel size, shape, access, and availability of utilities, for the request and anticipated development.* The proposed Specific Plan will allow for residential and mixed-use on the subject site. When in conformance with the Specific Plan, the project site is suitable in size and shape, and the project site design allows for sufficient access and availability of utilities to accommodate the anticipated development.

SECTION 5. City Council Action. Based upon the findings and conclusions set forth in Sections 1 through 3, above, the City Council hereby APPROVES the herein described CenterPark Specific Plan, attached hereto as "Attachment A," and incorporated herein by this reference, and subject to the Conditions of Approval.

SECTION 6. Indemnification. The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

SECTION 7. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 8. Notice of Determination. City Council hereby directs staff to file a Notice of Determination with the County Clerk and the State Clearinghouse regarding approval of the Project pursuant to the FEIR.

SECTION 9. Severability. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Ontario 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 10. Effective Date. This Ordinance shall become effective 30 days following its adoption.

SECTION 11. Publication and Posting. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within 15 days following the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2026.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held _____ and adopted at the regular meeting held _____, 2026 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. _____ duly passed and adopted by the Ontario City Council at their regular meeting held _____ and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

File No. PSP24-002;
CenterPark Specific Plan

(Document follows this page)

CITY OF ONTARIO *Agenda Report* **April 7, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Economic Development Prepared By: Jennifer Hiramoto Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 14

SUBJECT: A REIMBURSEMENT AGREEMENT FOR CERTAIN IMPROVEMENTS BETWEEN THE CITY OF ONTARIO AND ADEPT DEVELOPMENT LLC

RECOMMENDATION: That the City Council adopt a Resolution authorizing the City Manager or Designee to Negotiate a Reimbursement Agreement ("Agreement") between the City of Ontario ("City") and Adept Development, Inc. ("Developer"), and authorize the City Manager to execute the Agreement and all other documents required for implementation of the Agreement.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the Growth and Evolution of the City's Economy

FISCAL IMPACT: The Agreement will provide for reimbursement of actual documented infrastructure-related costs up to $3,500,000. If approved, additional appropriations will be included in the Capital Projects Fund at the next quarterly update to City Council as needed.

BACKGROUND & ANALYSIS: The City and Developer entered into a Development Agreement and Ground Lease on July 19, 2022, for the development of an intense urban high density mixed-use project located immediately adjacent to the Toyota Arena. The first phase of a project is currently under construction and includes development of ground floor retail and restaurants, with four levels of residential apartments above. The City is also continuing to enhance infrastructure to support the increasing demands at the Arena, including a public plaza, parking structures, and plans for a future entertainment district.

In order to adequately power this project and surrounding planned improvements near the Toyota Arena and Piemonte Overlay, Southern California Edison is requiring the addition of significant electrical infrastructure upgrades. As a result of the Developer's ability and desire to install the improvements in an expedited manner to ensure that the project area has power upon completion of the first phase, scheduled to be done in December 2026, staff recommends that the Developer undertake the following improvements and be reimbursed for their portion of the cost. This work includes:

• Underground trenching and conduit installation
• Civil improvements and vault structures
• Electrical duct bank extensions
• Capacity upgrades extending toward the Genamic Substation
• Southern California Edison (SCE) design and installation services

The total cost of the electrical infrastructure improvements is approximately $3,500,000. A portion of these costs will be reimbursed by SCE upon completion. The net cost is approximately $2,807,000 to the City and $693,606 for the Developer. The Developer will be reimbursed directly for their costs.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND OTC LOT A OWNER, LLC, FOR COSTS ASSOCIATED WITH THE CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS.

WHEREAS the City of Ontario ("City") and OTC LOT A OWNER LLC, a Delaware limited liability company ("Developer") have entered into that certain Development Agreement dated as of July 19, 2022, as amended by that certain First Amendment to Development Agreement dated December 27, 2024, collectively "the Development Agreement"; and

WHEREAS the Developer is responsible for ensuring adequate and appropriate public utility service to the mixed-use and entertainment improvements (including parking structures) contemplated under the terms of the Development Agreement; and

WHEREAS the project subject to the Development Agreement is situated in a geographical area of the City critical to the City's overall economic development efforts, and adjacent to an important residential and commercial corridor and larger entertainment complex. The City's general plan ("The Ontario Plan") envisions significant development in the area, all of which will require upgraded and new electrical infrastructure; and

WHEREAS the Developer has worked closely with Southern California Edison to determine the electrification necessary to service the project and the surrounding area. The results of that effort are reflected in a letter from the Developer to the City dated March 24, 2026, attached hereto as Exhibit "A";

WHEREAS the City has a separate, standalone Capital Improvement Program project under which the City intends to upgrade and install public improvements on, in, and under the property subject to the Development Agreement relating to electrical service ("Public Improvements"). These Public Improvements will ultimately benefit the property, as well as the surrounding areas, facilitating development in accordance with The Ontario Plan; and

WHEREAS Developer is willing and able to upgrade and install the Public Improvements faster than City can. Therefore, City and Developer have negotiated a reimbursement agreement to reimburse Developer for an amount not to exceed $3.4 million to offset actual documented infrastructure-related costs associated with construction of the Public Improvements, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference (the "Reimbursement Agreement"); and

WHEREAS, based on information provided by City staff, and other such written and oral evidence as presented to the City, the City finds and determines that the allocation of funds to Developer pursuant to the Reimbursement Agreement is reasonably related to a legitimate governmental purpose in that the Public Improvements will assist the City for the reasons set forth above; and

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

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

SECTION 1. Incorporation of Recitals, the foregoing recitals are true and correct, and are incorporated herein and made an operative part of this Resolution.

SECTION 2. Approval of Reimbursement Agreement, the City Council hereby approves the Reimbursement Agreement, in substantially the form attached to this Resolution as Exhibit "A," and authorizes and directs the City Manager to sign and enter into the Reimbursement Agreement and perform all obligations of the City pursuant to the Reimbursement Agreement.

SECTION 3. Severability, if any provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity, and the provisions of this Resolution are severable.

SECTION 4. Effective Date, this Resolution shall become effective immediately upon its adoption.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 7th day of April 2026.

PAUL S. LEON, MAYOR

ATTEST:

SHELIA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2026- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held April 7, 2026 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held April 7, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

REIMBURSEMENT AGREEMENT
(ARENA DISTRICT NORTH ELECTRIFICATION)

This Reimbursement Agreement ("**Agreement**") is dated as of April __, 2026 by and between the CITY OF ONTARIO, a California municipal corporation ("**City**"), and OTC LOT A OWNER LLC, a Delaware limited liability company, having an address at 388 Cordova Street, #280, Pasadena, California 91101 ("**DEVELOPER**"). City and DEVELOPER are sometimes referred to herein as the "Parties" or individually as a "Party." City and DEVELOPER enter into this Agreement with reference to the following recitals of fact (each, a "**Recital**"):

RECITALS

A. City and Developer have entered into that certain Development Agreement dated as of July 19, 2022 by and between Developer and the City and recorded in the Official Records of San Bernardino County on August 12, 2022 as Document No. 2022-0282877, as amended by that certain First Amendment to Development Agreement dated December 27, 2024 and recorded in the Official Records of San Bernardino County on DATE as Document No. _____, collectively **"the Development Agreement."**

B. The Developer is responsible for ensuring adequate and appropriate public utility service to the mixed-use and entertainment improvements (including parking structures) contemplated under the terms of the Development Agreement.

C. The project subject to the Development Agreement is situated in a geographical area of the City critical to the City's overall economic development efforts, and adjacent to an important residential and commercial corridor and larger entertainment complex. The City's general plan ("The Ontario Plan") envisions significant development in the area, all of which will require upgraded and new electrical infrastructure.

D. The Developer has worked closely with Southern California Edison to determine the electrification necessary to service the project and the surrounding area. The results of that effort are reflected in a letter from the Developer to the City dated March 24, 2026, attached hereto as Exhibit "A".

E. The City has a separate, standalone Capital Improvement Program project under which the City intends to upgrade and install public improvements on, in, and under the property subject to the Development Agreement relating to electrical service, which are described in Exhibit "B," which is attached hereto and incorporated herein by reference ("**Public Improvements**"). These Public Improvements will ultimately benefit the property, as well as the surrounding areas, facilitating development in accordance with The Ontario Plan.

F. However, it has come to City's attention that Developer is willing and able to upgrade and install the Public Improvements faster than City can. Therefore, City and Developer desire to enter into this Agreement in order for Developer to upgrade and install the Public Improvements, and in order for City to reimburse Developer for certain expenses related thereto in accordance with the terms of this Agreement.

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NOW THEREFORE, in consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the Parties agree as follows:

TERMS

1. Incorporation of Recitals. The Parties agree that the Recitals constitute the factual basis upon which City and Developer have entered into this Agreement. City and Developer each acknowledge the accuracy of the Recitals and agree that the Recitals are incorporated into this Agreement as though fully set forth at length.

2. Reimbursement of Costs. In light of the benefit the Public Improvements will provide to the City, City intends to provide, through this Reimbursement Agreement, total funding of up to $3.4 million ("City Financial Consideration") to offset actual documented infrastructure-related costs associated with construction of the Public Improvements. Developer warrants that City will be reimbursed approximately $693 thousand, as reflected in Exhibit A, resulting in a total net cost to the City of $2.74 million. The City shall not under any circumstances reimburse Developer for any amount greater than the City Financial Consideration.

2.1 In order to receive the City Financial Consideration Developer shall submit to the City a written request for funds up to the amount of the City Financial Consideration ("Payment Request"). The City shall review the Payment Requests, and if approved, the City shall authorize and pay such Payment Request to Developer within thirty (30) days thereafter. The City's approval shall be given if the City determines, in the exercise of its judgment, reasonably exercised, that the costs set forth on the Payment Request are reasonable and customary. The City's obligation to approve a Payment Request shall be contingent upon the City's receipt and approval, which shall not be unreasonably withheld or delayed, of the following, if applicable:

(a) The Payment Request, which shall include a description of the work performed, material supplied and cost associated therewith;

(b) Conditional waivers and releases of mechanics' liens, stop notice claims or other lien claim rights;

(c) Bills, invoices, vouchers, statements, contracts, bid specifications and responses and all other documents evidencing the amount paid by Developer for the preceding month;

(d) Evidence of inspection and acceptance by the City's Building Department of the Improvements to which the Payment Request pertains or evidence of approval of all required plans by the City's Building Department for the Improvements; and

(e) Any other document, requirement, evidence or information in Developer's possession or control that City may reasonably request.

2.2 The City may, at its cost, cause an inspection of the work and a verification of the work completed. Developer shall inspect the Public Improvements regularly and confirm the Payment Request and conditional waivers and releases (described in subsection (b) above) are accurate and submitted timely.

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3. Prevailing Wage Obligation. Developer acknowledges that the use of public funding for the Public Improvements triggers prevailing wage obligations for the construction of the Public Improvements. Developer shall comply with the applicable prevailing wage requirements and indemnify City for any prevailing wage obligations associated with the construction of the Public Improvements.

4. Developer's Obligation to Construct Public Improvements. In complete satisfaction of Developer's obligations under the Development Agreement and this Agreement and in consideration for City's reimbursement obligations under this Agreement, Developer shall, at its sole cost, expense and liability, construct the Public Improvements. Developer shall construct the Public Improvements in accordance with plans and specifications to be approved by the City, in accordance with then-current City standards and policies pursuant to Section 7.1.2 herein.

5. Project Description. City and Developer agree the project is envisioned as set forth in Exhibit A, which is incorporated herein by reference.

6. Property Ownership. The Public Improvements shall be owned by the City of Ontario, and the Parties intend for the City to remain the fee title owner of the underlying Property, unless and until title passes to Developer in accordance with the terms of the Development Agreement.

7. Developer to Obtain all Approvals for the Public Improvements.

7.1.1 California Environmental Quality Act (CEQA) Compliance. The City and Developer acknowledge that the proposed Public Improvements may be subject to CEQA and that this Agreement in no way commits the City to the approval on any project or CEQA determination related to the proposed Public Improvements. Developer agrees that an initial study will be prepared pursuant to CEQA and the appropriate environmental documents shall be prepared prior to project commencement of the proposed Public Improvements. Developer shall be responsible for all costs associated with the preparation of the CEQA documents.

7.1.2 City Reservation of Discretion and Compliance with Applicable Law. It is understood that the City reserves the right to exercise discretion as to all matters, which the City is by law entitled to or required to exercise its discretion. The City's zoning, building and land use regulations (whether contained in ordinances, the City's municipal code, conditions of approval or elsewhere), shall be applicable to the construction of the Public Improvements by Developer . In addition, any agreements, amendments or approvals processed for City Council approval will be subject to and brought to City Council for consideration in accordance with applicable legal requirements.

8. Assignability. This Agreement may not be assigned by either Party without the prior and express written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Any attempted assignment of this Agreement not in compliance with the terms of this Agreement shall be null and void and shall confer no rights or benefits upon the assignee.

9. Termination. City may terminate this Agreement for cause or no cause upon thirty (30) days prior written notice. Developer shall only terminate this Agreement for cause.

10. City's Remedies Upon Developer's Default. If Developer fails to complete construction of

the Public Improvements in the manner required by this Agreement, subsequent agreements, and the Development Agreement, then City may send written notice to Developer directing Developer to cure the default. Developer shall have fifteen (15) calendar days following its receipt of the notice to cure or to commence to cure the default under this Agreement. For purposes of this Agreement, "commence to cure" means that Developer begins to cure the default within the 15-day time period and diligently completes cure of the default within a reasonable time, which time shall not exceed sixty (60) calendar days following Developer's receipt of the notice. If Developer fails to cure or to commence to cure the default as required by this Section 10, City may immediately exercise any right or remedy available to it at law or in equity, including but not limited to Termination pursuant to Section 9 herein. At such time, City shall have no obligation to reimburse Developer for those costs set forth in Section 2 herein and shall recover from Developer the amount of any reimbursements paid to Developer as part of City's obligations under this Agreement.

11. Notice. Any and all notices submitted by any Party to another Party pursuant to or as required by this Agreement shall be proper, if in writing and dispatched by messenger for immediate personal delivery, nationally recognized overnight (one Business Day) courier (i.e., United Parcel Service, Federal Express, etc.) or by registered or certified United States mail postage prepaid, return receipt requested, to the address of the recipient Party, as designated below. Notice may be sent in the same manner to such other addresses as either Party may from time to time designate by notice in accordance with this Section 11. Notice shall be deemed received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that the notice is dispatched by messenger for immediate personal delivery, one Business Day after delivery by a nationally recognized overnight carrier, or two (2) calendar days after the notice is placed in the United States mail, regular or certified, postage prepaid, in accordance with this Section 11. Any attorney representing a Party may give any notice on behalf of such Party.

To Developer : [INSERT]

With courtesy copy to: [INSERT]

To City: City of Ontario
303 East "B" Street
Ontario, California 91764
Attention: City Manager

With courtesy copy to: Best Best & Krieger, LLP
2855 E. Guasti Rd., Suite 400
Ontario, California 91764
Attention: Ruben Duran, Esq.

12. No Oral Modifications. This Agreement may be modified, only in writing signed by the authorized representatives of both City and Developer.

13. Binding Upon Successors. This Agreement and each of its terms shall be binding upon City and Developer and their respective officers, elected officials, employees, agents, contractors, and

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permitted successors and assigns.

14. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties. No person or entity has any rights or remedies under this Agreement.

15. Attorneys' Fees. In the event that any action or proceeding, including arbitration, is commenced by either City or Developer against the other to establish the validity of this Agreement or to enforce any one or more of its terms, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to all other legal and equitable remedies available to it, its reasonable attorneys' fees and costs of litigation, including, without limitation, filing fees, service fees, deposition costs, arbitration costs and expert witness fees, including actual costs and reasonable attorneys' fees on appeal.

16. Indemnification. Developer hereby agrees to indemnify, defend and save City harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments of any nature, including attorneys' fees, arising from injury or death to persons, or damage to property arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Developer or Developer's officers, agents, employees, independent contractors or subcontractors relating in any manner to this Agreement, except if caused by the sole negligence or willful misconduct of City.

17. Jurisdiction and Venue. This Agreement is executed and is to be performed in San Bernardino County, California, and any action or proceeding brought relative to this Agreement shall be heard in the appropriate court in the County of San Bernardino, California. City and Developer each consent to the personal jurisdiction of the court in any such action or proceeding.

18. Severability. If any term or provision of this Agreement is found to be invalid or unenforceable, City and Developer both agree that they would have executed this Agreement notwithstanding the invalidity of such term or provision. The invalid term or provision may be severed from the Agreement and the remainder of the Agreement may be enforced in its entirety.

19. Headings. The headings of each Section of this Agreement are for the purposes of convenience only and shall not be construed to either expand or limit the express terms and language of each Section.

20. Representations of the Parties. Each person signing this Agreement on behalf of a Party which is not a natural person hereby represents and warrants to the other Party that all necessary legal prerequisites to that Party's execution of this Agreement have been satisfied and that he or she has been authorized to sign this Agreement and bind the Party on whose behalf he or she signs.

21. Delegation to City Manager. The City Manager is hereby delegated the authority to negotiate and execute any and all necessary modifications to this Agreement or separate agreements and other documentation in accordance with applicable law in order to effectuate the Parties' intent, provided the City Financial Consideration is not increased and the parameters are set forth in Exhibit A are satisfied.

[Signatures on Following Pages]

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Developer **:**

OTC OWNER LOT A LLC, a Delaware limited liability company

Dated:_____

By:_____
Name:_____
Its:_____

Dated:_____

By:_____
Name:_____
Its:_____

CITY:

CITY OF ONTARIO, a California municipal corporation

Dated:_____

By:_____
Name: Scott Ochoa
Its: City Manager

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By:_____
City Attorney

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Exhibit "A"

Public Improvements

DRAFT

adept development

388 Cordova Street, Suite 280
Pasadena, CA 91101
o: 626.304.0800
www.adepturban.com

3/24/2026

City of Ontario
303 East B Street
Ontario, CA 91764

Subject: Adept x Ontario Electrical Infrastructure Cost Allocation

Dear Mr. Ochoa,

We are writing to provide a formal summary of the Southern California Edison (SCE) utility improvements required to serve the surrounding parcels within the Ontario Arena District, and to outline the proposed cost allocation between the City of Ontario and Adept for Lot A.

Energizing the District requires the completion of SCE Work Orders #1 and #2, along with associated design and installation costs billed directly by Edison. These improvements will create long-term capacity for the broader Arena District, including parcels not currently under development.

Project Overview

The required work includes:

- Underground trenching and conduit installation
- Civil improvements and vault structures
- Electrical duct bank extensions
- Capacity upgrades extending toward the Genamic Substation
- Southern California Edison design and installation services

Per the attached marked SCE final design for Work Order #1, our utility consultants (SCU Solutions) separated the improvements into two categories:

- District-wide capacity upgrade and infrastructure (highlighted in blue)
- Lot A specific infrastructure (highlighted in green)

SCU's analysis determined that the Work Order #1 scope and associated costs are allocated 91.3% to district infrastructure benefiting surrounding parcels and future Arena District development, and 8.7% attributable solely to Lot A.

Work Order #2, in SCU's professional opinion, benefits all lots and is therefore considered part of the broader infrastructure system.

Cost Allocation

The total cost of the electrical infrastructure improvements is approximately $3.7M, which includes civil trenching, SCE Work Orders #1 and #2, and associated City engineering fees. A portion of these costs will be reimbursed by SCE upon completion, totaling approximately $732K, and allocated proportionally

between the City and Lot A. After applying these reimbursements, the net cost is approximately $2.74M for the City and $257K for Lot A.

Based on SCU's infrastructure benefit analysis, the costs are allocated between the City of Ontario and Lot A as shown below:

Cost	Allocation		Total Cost
Civil Trenching and Conduits	91.3% / 8.7%	$	2,680,400.00
SCE Invoice WO 1	91.3% / 8.7%	$	712,027.34
SCE Invoice WO 2	100% / 0%	$	333,228.95
City Engineering Plan Check (Easements)	91.3% / 8.7%	$	8,000.00
TOTAL		**$**	**3,733,656.29**

Cost Allocation		City of Ontario		Lot A
Civil Trenching and Conduits	$	2,447,205.20	$	233,194.80
SCE Invoice WO 1	$	650,080.96	$	61,946.38
SCE Invoice WO 2	$	333,228.95	$	-
City Engineering Plan Check (Easements)	$	7,304.00	$	696.00
TOTAL	**$**	**3,437,819.11**	**$**	**295,837.18**

SCE Refunds Allocated		City of Ontario		Lot A
Civil Trenching and Conduits	$	-	$	-
SCE Invoice WO 1	$	(410,929.65)	$	(39,157.59)
SCE Invoice WO 2	$	(282,676.24)	$	-
City Engineering Plan Check (Easements)	$	-	$	-
TOTAL	**$**	**(693,605.89)**	**$**	**(39,157.59)**

Total Investment		City of Ontario		Lot A
Total Scope	$	3,437,819.11	$	295,837.18
Total Refund	$	(693,605.89)	$	(39,157.59)
TOTAL	**$**	**2,744,213.22**	**$**	**256,679.59**

The City Engineering plan check fees relate to easements required for the electrical trenching within City right-of-way. Because the easements facilitate the same district serving electrical infrastructure improvements, the associated plan check costs are allocated consistent with the civil trenching scope described above.

The rational for this allocation is that the majority of the infrastructure being constructed establishes long-term electrical capacity and reliability for the District. While these upgrades are triggered by the initial development, they serve as district-wide improvements rather than single-parcel service connections.

Contractor Bid Summary

Adept solicited competitive bids from qualified contractors for the trenching and conduit installation work associated with Work Orders #1 and #2. Following a review of proposals and a meeting with all teams,

Northwest Excavating was selected as the preferred contractor based on their strong team, efficient schedule, competitive pricing, and comprehensive scope coverage. A summary of the bids received to date is provided below:

Company	WO1	WO2	Total	Duration
Northwest Excavating	$1,320,000	$1,360,400	**$2,680,400.00**	80 working days
Trencher's West	—	—	**$2,912,965.50**	100 working days
OL Development	$2,157,862	$1,846,556	**$4,004,418.00**	285 working days
American Boring	$2,391,507	$2,012,567	**$4,404,074.00**	80 working days
Roval Group	$2,942,562	$3,086,604	**$6,029,166.00**	112 working days

Public Benefit and District Impact

These improvements:

- Increase substation capacity serving the Arena District
- Establish duct bank infrastructure to support future development
- Provide long term electrical resiliency
- Reduce the need for redundant future trenching
- Enable coordinated district growth rather than isolated parcel upgrades

In short, the majority of the infrastructure investment creates lasting public utility benefit beyond Adept's development footprint.

Exhibits Included

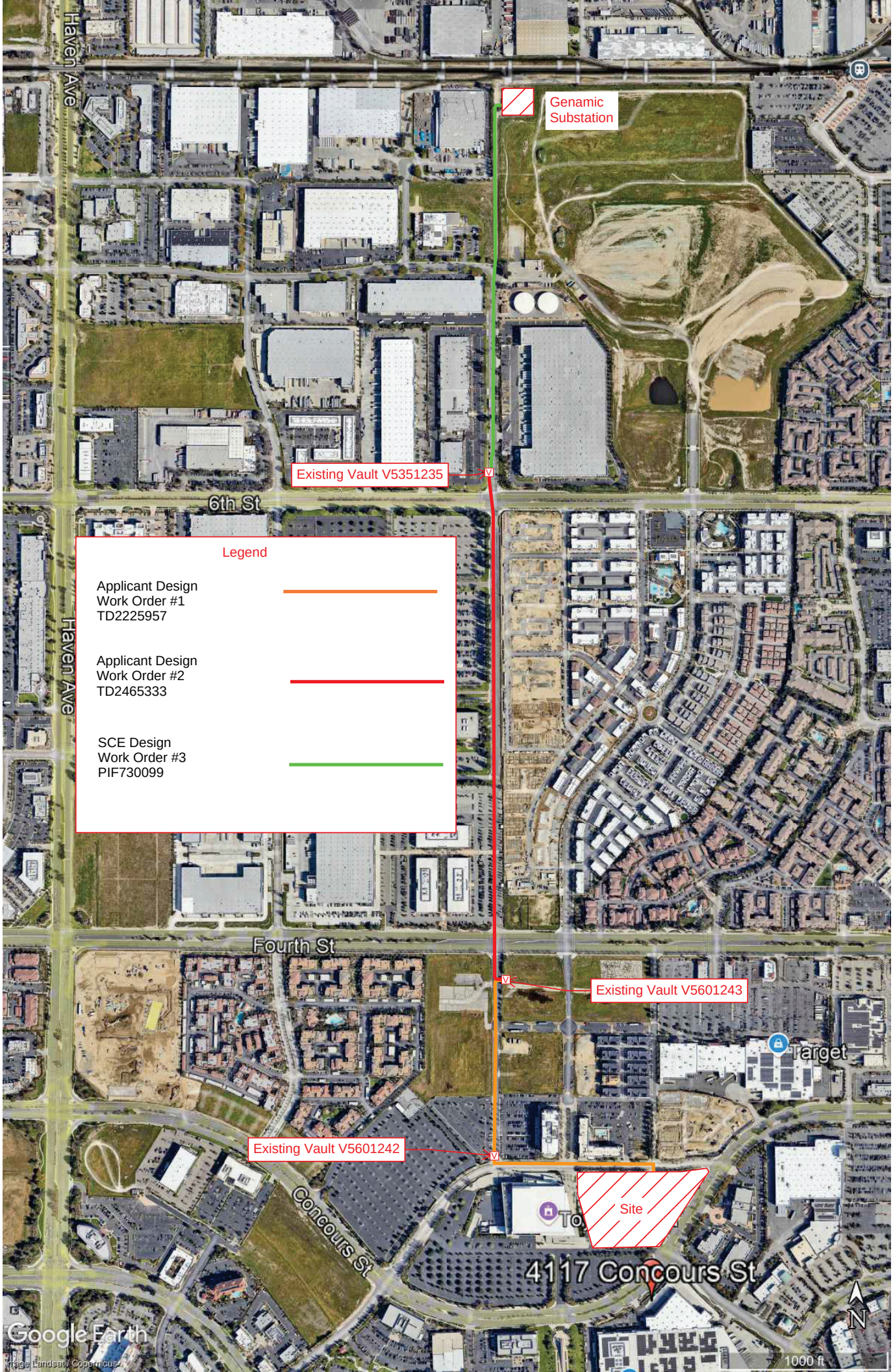
- SCE Work Order Overview Map, *pg. 4*
- SCE Work Order #1 Invoice, *pg. 5*
- SCE Work Order #2 Invoice, *pg. 8*
- SCE Easement Documents, *pg. 11, pg. 18*
- Contractor Trenching Bid Proposals, *pg. 34*
- SCU Solutions Marked Work Order #1 Final Design, *pg. 67*
- SCE Work Order #2 Final Design, *pg. 71*

We are happy to walk through the design, cost breakdown, and methodology in detail at your convenience.

Thank you for your continued partnership in advancing the Arena District.

Sincerely,

Patrick Chraghchian
President
Adept


Haven Ave
Genamic Substation
Existing Vault V5351235
6th St
Legend
Applicant Design Work Order #1 TD2225957
Applicant Design Work Order #2 TD2465333
SCE Design Work Order #3 PIF730099
Haven Ave
Fourth St
Existing Vault V5601243
Target
Existing Vault V5601242
Concours St
Site
4117 Concours St
N
Google Earth
Image Landsat / Copernicus
1000 ft

Docusign Envelope ID: 11F26528-5594-45F1-BA5A-60B0AD424FA0

SOUTHERN CALIFORNIA EDISON
An EDISON INTERNATIONAL Company

Southern California Edison Company

1351 EAST FRANCIS STREET
ONTARIO CA 91761

Document #	7590675600
Invoice Date:	02/03/2026
SCE Contact:	Deandra R Wright
Telephone:	(714)-895-0614
Install - Billing Option:	SCE INSTALL - REFUNDABLE

ADEPT BUILDER, LLC

726 CHESTNUT AVE
BEAUMONT CA 92223

Description	Amount
Service Request Number: 3674315 Project: R15 - LE - 4131 CONCOURS STREET - SCE DSGN / APP INSTL TR2244 - CONCOURS ST TRCT ONTARIO CA 91764 **Invoice #** 612554	
Item # 648485 Product: 2225957 - LINE EXTENSION Design #: 1701312 R15 - LE - 4131 CONCOURS STREET - SCE DSGN / APP INSTL	$712,072.34
Previous Payment	$0.00

COMMENTS:

* Effective January 1, 2025 all projects containing Mixed Fuel will be billed as an estimate and then trued up to actual cost once construction is completed.
* Enclosed are two copies of your invoice. Please return one copy of the invoice with your payment to Accounts Receivable in the enclosed return-addressed envelope. The other copy of the invoice is for your records.
* ALL PRICES ARE APPLICABLE FOR A PERIOD OF 90 DAYS FROM THIS DATE AND ARE SUBJECT TO CHANGE THEREAFTER.
* All payments must be delivered by mail, an alternate postal method, or one of our electronic payment options. Walk-in payments are no longer accepted at any SCE location, including Accounts Receivable.
* Please complete all applications and/or contracts and return to your planning office, using the enclosed return-addressed envelope.
* For the Refundable and Discount Option appendices, choose only one option. Sign "Has Chosen" on the appropriate option and sign "Has Not Chosen" on the other option. Only sign each form once. Return both forms in the enclosed self-addressed envelope.
* If a street light work order is associated with this project, contracts for that project will be enclosed.
* Easement documents will be mailed directly to you from our Right of Way department. Please complete and return them as soon as possible, as we will not be able to proceed with the project without clearance
* Call the Edison company at 1-800-655-4555 to make application for electrical service.
* An Edison Inspector must approve all underground systems. Please call your designated inspector 48 hours prior to construction to schedule an inspection.
* Final electrical inspection from the local governmental building and safety department must be received before we can energize your service.
* By paying this invoice, customer acknowledges and agrees that if this project is canceled by customer for any reason or customer does not proceed with the project completion.
* Any expense incurred by SCE, including, but not limited to, expenses related to engineering, inspection and construction, prior to the project cancellation or completion will be deducted from any applicable refund due to the customer.
* To ensure worker and public safety, please maintain the appropriate clearance distance from utility infrastructure during your construction project to avoid encroachments that may result in serious injury or damage.
* If relocation of existing utility infrastructure is pending, please adjust your work around the proposed relocation schedule as appropriate. If you have any questions, please contact the designated SCE representative assigned to your project.

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TOTAL PROJECT INVOICE AMOUNT: **$ 712.072.34**

Docusign Envelope ID: 11F26528-5594-45F1-BA5A-60B0AD424FA0

SOUTHERN CALIFORNIA EDISON
An EDISON INTERNATIONAL Company

Southern California Edison Company

1351 EAST FRANCIS STREET
ONTARIO CA 91761

Document #	7590675600
Invoice Date:	02/03/2026
SCE Contact:	Deandra R Wright
Telephone:	(714)-895-0614
Install - Billing Option:	SCE INSTALL - REFUNDABLE

ADEPT BUILDER, LLC

726 CHESTNUT AVE
BEAUMONT CA 92223

Description	Amount
Service Request Number: 3674315 Project: R15 - LE - 4131 CONCOURS STREET - SCE DSGN / APP INSTL	
TR2244 - CONCOURS ST TRCT ONTARIO CA 91764 **Invoice #** 612554	

ADDITIONAL PAYMENT INSTRUCTIONS:

If paying by check, please follow instructions on payment stub

Instructions for wire or ACH payments:

JP Morgan Chase Bank
New York, NY
ABA#: 021000021 - Acct#: 323-394434
SCE Taxpayer ID No. 95-1240335
SCE Contact: Deandra R Wright
Document #: 7590675600

***** Failure to properly identify your document number and SCE contact may delay the application of funds and initiation of your project**

Special Instructions for overnight delivery methods:

Southern California Edison
Attn: Remittance Processing
G.O. 1 Ground Floor, Room G53
2244 Walnut Grove Ave.
Rosemead, CA 91770

Please detach and return payment stub with payment

Payment Stub

Please pay total amount now due: $ 712,072.34

Thank you for paying promptly

Make check payable to Southern California Edison

Document # 7590675600

ADEPT BUILDER, LLC

726 CHESTNUT AVE
BEAUMONT CA 92223

ATTN: Remittance Processing
PO Box 800
Rosemead, CA 91771-001

Docusign Envelope ID: 11F26528-5594-45F1-BA5A-60B0AD424FA0

02/05/2026

APPENDIX A - REFUNDABLE OPTION
ELECTRIC LINE EXTENSION AGREEMENT

LOC. W.O. A.I. LINE EXTENSION JOB # 2225957

1. SCE RULE 16 COST TO SERVE			
(A) SCE RULE 16 COST TO SERVE			$173,142.73
(B) LESS APPLICANT ALLOWANCES			$0.00
(C) EXCESS RULE 16 COST TO (LINE 5. (A))			$173,142.73
(D) EXCESS ALLOWANCES TO (LINE 2.)			$0.00
SCE COST TO SERVE RULE 15			
(E) OVERHEAD	0 FEET X	$.00 UNIT COST	$.00
(F) UNDERGROUND	0 FEET X	$.00 UNIT COST	$.00
(G) PROJECT SPECIFIC (IF 2X UNIT COST OR COMPETITIVE BID)			$338,579.23
(H) TOTAL SCE RULE 15 COST TO SERVE			$338,579.23
2 . APPLICANT ALLOWANCES (FROM LINE 1. (D))			$0.00
3 . REFUNDABLE :			
(A) SCE RULE 15 COST TO SERVE (LINE 1 . (H))			$338,579.23
(B) PLUS ESTIMATED VALUE OF STRUCTURES			$126,037.50
(C) SUBTOTAL (LINE 3 . (A) + 3 . (B))			$464,616.73
(D) LESS ALLOWANCE (LINE 2)			$0.00
(E) REFUNDABLE AMOUNT (LINE 3 . (C) - 3 . (D))			$464,616.73
(F) PLUS REFUNDABLE ITCC* ON LINE 3. (E)			$111,508.01
(G) TOTAL AMOUNT (LINE 3 . (E) + 3 . (F))			$576,124.74
4 . PAYMENT OPTION SELECTED :	REFUNDABLE HAS CHOSEN :	SIGN	
(A) REFUNDABLE OPTION :		LINE 3 . (G)	$576,124.74
1)		VALUE OF STRUCTURES :	$126,037.50
2)		REFUNDABLE PAYMENT :	$450,087.24
3)		AMOUNT SUBJECT TO REFUND/CREDIT	$576,124.74
5 . OTHER NON-REFUNDABLE ADVANCES & CREDITS			
(A) OTHER NON-REFUNDABLE CHARGES (RULE 16 , FLAT RATE , INSPECTION , R/W , ETC .)			$178,824.93
(B) ITCC* ON OTHER NON-REFUNDABLE			$42,917.98
(C) ITCC* ON APPLICANT FURNISHED FACILITIES			$45,494.94
(D) INSTALLED COST OF SUBSTRUCTURE BY SCE			$0.00
(E) LESS APPLICANT DESIGN OR REIMBURSABLE CREDITS			$5,252.75
(F) TOTAL NON-REFUNDABLE (LINE 5 . (A) THRU 5 . (D) - 5 . (E))			$267,237.85
(G) TOTAL CREDITS (LINE 5 . (E) - 5 . (A) THRU 5 . (D))			$0.00
6 . AMOUNT TO BE PAID BY APPLICANT TO SCE			$712,072.34
7 . AMOUNT TO BE REFUNDED TO APPLICANT UPON FULFILLMENT OF ALL CONTRACTUAL OBLIGATIONS			$0.00

HAS NOT CHOSEN : SIGN _____

* INCOME TAX COMPONENT OF CONTRIBUTION

Docusign Envelope ID: 3150F64A-EB5B-494E-BE7E-633BCF800E2F

SOUTHERN CALIFORNIA EDISON
An EDISON INTERNATIONAL® Company

Southern California Edison Company

1351 EAST FRANCIS STREET
ONTARIO CA 91761

Document #	7590699714
Invoice Date:	03/11/2026
SCE Contact:	Deandra R Wright
Telephone:	(714)-895-0614
Install - Billing Option:	SCE INSTALL - REFUNDABLE

OTC LOT A OWNER, LLC

388 CORDOVA ST
PASADENA CA 91101

Description	Amount
Service Request Number: 4017527 Project: R15 - ADEPT LOT A - OFFSITE REINFORCEMENT WO2 - APP DSGN & SCE INSTALL TR-PM17978 - E 4TH ST TO 6TH ST HM TRCT ONTARIO CA 91764 **Invoice #** 617255	
Item # 653395 Product: 2465333 - LINE EXTENSION Design #: 1888443 R15 - ADEPT LOT A - OFFSITE REINFORCEMENT WO2 - APP DSGN & SCE INSTALL	$333,228.95
Previous Payment	$0.00

COMMENTS:

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* ALL PRICES ARE APPLICABLE FOR A PERIOD OF 90 DAYS FROM THIS DATE AND ARE SUBJECT TO CHANGE THEREAFTER.
* All payments must be delivered by mail, an alternate postal method, or one of our electronic payment options. Walk-in payments are no longer accepted at any SCE location, including Accounts Receivable.
* Please complete all applications and/or contracts and return to your planning office, using the enclosed return-addressed envelope.
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* Final electrical inspection from the local governmental building and safety department must be received before we can energize your service.
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* Any expense incurred by SCE, including, but not limited to, expenses related to engineering, inspection and construction, prior to the project cancellation or completion will be deducted from any applicable refund due to the customer.
* To ensure worker and public safety, please maintain the appropriate clearance distance from utility infrastructure during your construction project to avoid encroachments that may result in serious injury or damage.
* If relocation of existing utility infrastructure is pending, please adjust your work around the proposed relocation schedule as appropriate. If you have any questions, please contact the designated SCE representative assigned to your project.

.

TOTAL PROJECT INVOICE AMOUNT: **$ 333,228.95**

Docusign Envelope ID: 3150F64A-EB5B-494E-BE7E-633BCF800E2F

SOUTHERN CALIFORNIA EDISON
An EDISON INTERNATIONAL® Company

Southern California Edison Company

1351 EAST FRANCIS STREET
ONTARIO CA 91761

Document #	7590699714
Invoice Date:	03/11/2026
SCE Contact:	Deandra R Wright
Telephone:	(714)-895-0614
Install - Billing Option:	SCE INSTALL - REFUNDABLE

OTC LOT A OWNER, LLC

388 CORDOVA ST
PASADENA CA 91101

	Description	Amount
Service Request Number: 4017527 Project:	R15 - ADEPT LOT A - OFFSITE REINFORCEMENT WO2 - APP DSGN & SCE INSTALL	
TR-PM17978 - E 4TH ST TO 6TH ST HM TRCT ONTARIO CA 91764	**Invoice #** 617255	

ADDITIONAL PAYMENT INSTRUCTIONS:

If paying by check, please follow instructions on payment stub

Instructions for wire or ACH payments:

JP Morgan Chase Bank
New York, NY
ABA#: 021000021 - Acct#: 323-394434
SCE Taxpayer ID No. 95-1240335
SCE Contact: Deandra R Wright
Document #: 7590699714

***** Failure to properly identify your document number and SCE contact may delay the application of funds and initiation of your project**

Special Instructions for overnight delivery methods:

Southern California Edison
Attn: Remittance Processing
G.O. 1 Ground Floor, Room G53
2244 Walnut Grove Ave.
Rosemead, CA 91770

Please detach and return payment stub with payment

Payment Stub

Please pay total amount now due: $ 333,228.95

Thank you for paying promptly

Make check payable to Southern California Edison

Document # 7590699714

OTC LOT A OWNER, LLC

388 CORDOVA ST
PASADENA CA 91101

ATTN: Remittance Processing
PO Box 800
Rosemead, CA 91771-001

Docusign Envelope ID: 3150F64A-EB5B-494E-BE7E-633BCF800E2F

03/17/2026

APPENDIX A - REFUNDABLE OPTION
ELECTRIC LINE EXTENSION AGREEMENT

LOC. W.O. A.I. LINE EXTENSION JOB # 2465333

1. SCE RULE 16 COST TO SERVE			
(A) SCE RULE 16 COST TO SERVE			$0.00
(B) LESS APPLICANT ALLOWANCES			$0.00
(C) EXCESS RULE 16 COST TO (LINE 5. (A))			$0.00
(D) EXCESS ALLOWANCES TO (LINE 2.)			$0.00
SCE COST TO SERVE RULE 15			
(E) OVERHEAD	0 FEET X	$.00 UNIT COST	$.00
(F) UNDERGROUND	0 FEET X	$.00 UNIT COST	$.00
(G) PROJECT SPECIFIC (IF 2X UNIT COST OR COMPETITIVE BID)			$205,844.24
(H) TOTAL SCE RULE 15 COST TO SERVE			$205,844.24
2 . APPLICANT ALLOWANCES (FROM LINE 1. (D))			$0.00
3 . REFUNDABLE :			
(A) SCE RULE 15 COST TO SERVE (LINE 1 . (H))			$205,844.24
(B) PLUS ESTIMATED VALUE OF STRUCTURES			$114,289.20
(C) SUBTOTAL (LINE 3 . (A) + 3 . (B))			$320,133.44
(D) LESS ALLOWANCE (LINE 2)			$0.00
(E) REFUNDABLE AMOUNT (LINE 3 . (C) - 3 . (D))			$320,133.44
(F) PLUS REFUNDABLE ITCC* ON LINE 3. (E)			$76,832.00
(G) TOTAL AMOUNT (LINE 3 . (E) + 3 . (F))			$396,965.44
4 . PAYMENT OPTION SELECTED :	REFUNDABLE HAS CHOSEN :		SIGN
(A) REFUNDABLE OPTION :		LINE 3 . (G)	$396,965.44
1)		VALUE OF STRUCTURES :	$114,289.20
2)		REFUNDABLE PAYMENT :	$282,676.24
3)		AMOUNT SUBJECT TO REFUND/CREDIT	$396,965.44
5 . OTHER NON-REFUNDABLE ADVANCES & CREDITS			
(A) OTHER NON-REFUNDABLE CHARGES (RULE 16 , FLAT RATE , INSPECTION , R/W , ETC .)			$9,712.60
(B) ITCC* ON OTHER NON-REFUNDABLE			$2,331.02
(C) ITCC* ON APPLICANT FURNISHED FACILITIES			$40,041.09
(D) INSTALLED COST OF SUBSTRUCTURE BY SCE			$0.00
(E) LESS APPLICANT DESIGN OR REIMBURSABLE CREDITS			$1,532.00
(F) TOTAL NON-REFUNDABLE (LINE 5 . (A) THRU 5 . (D) - 5 . (E))			$52,084.71
(G) TOTAL CREDITS (LINE 5 . (E) - 5 . (A) THRU 5 . (D))			$0.00
6 . AMOUNT TO BE PAID BY APPLICANT TO SCE			$333,228.95
7 . AMOUNT TO BE REFUNDED TO APPLICANT UPON FULFILLMENT OF ALL CONTRACTUAL OBLIGATIONS			$0.00

HAS NOT CHOSEN : SIGN _____

* INCOME TAX COMPONENT OF CONTRIBUTION

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON

An *EDISON INTERNATIONAL* Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

3 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

Mail Tax Statements to: N/A

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX $ NONE VALUE AND CONSIDERATION LESS THAN $100.00) SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	DISTRICT Ontario	SERVICE ORDER TD2225957	SERIAL NO.	MAP SIZE
	FIM 210-2131-5 APN 0210-204-15	APPROVED: REAL PROPERTIES	BY SLS/BT	DATE 02/20/2026

CITY OF ONTARIO, a Municipal Corporation, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of San Bernardino, State of California, described as follows:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B", BOTH ATTACHED HERETO AND MADE A PART HEREOF.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of _____, 20____.

GRANTOR

CITY OF ONTARIO, a Municipal Corporation

_____
Signature

_____
Print Name

_____
Title

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

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXECUTED this _____ day of _____, 20__.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

_____
Signature

_____
Print Name

_____
Title

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

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 0210-204-15

UNDERGROUND ELECTRICAL DISTRIBUTION EASEMENT

SITUATED IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

A 6.00 FOOT WIDE STRIP OF LAND LYING WITHIN PARCEL 19 OF PARCEL MAP NO. 17550, AS PER MAP FILED IN BOOK 217, PAGES 7 THROUGH 20 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF SAN BERNARDINO, THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 19;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 19, NORTH 00°37'30" EAST 250.01 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 89°22'30" EAST 21.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 12.50 FEET;

THENCE EASTERLY, NORTHEASTERLY, AND NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 19.63 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 00°37'30" EAST 10.00 FEET TO THE **POINT OF TERMINUS**.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN ANY PORTION DESCRIBED IN THE GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED ON JULY 11, 2007 AS DOCUMENT NO. 2007-0409617, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER OF SAN BERNARDINO COUNTY.

CONTAINING 194 SQUARE FEET OR 0.004 ACRES, MORE OR LESS.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO ANY AND ALL EXISTING MATTERS OF RECORD.

THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.



PREPARED BY ME OR UNDER MY DIRECTION:

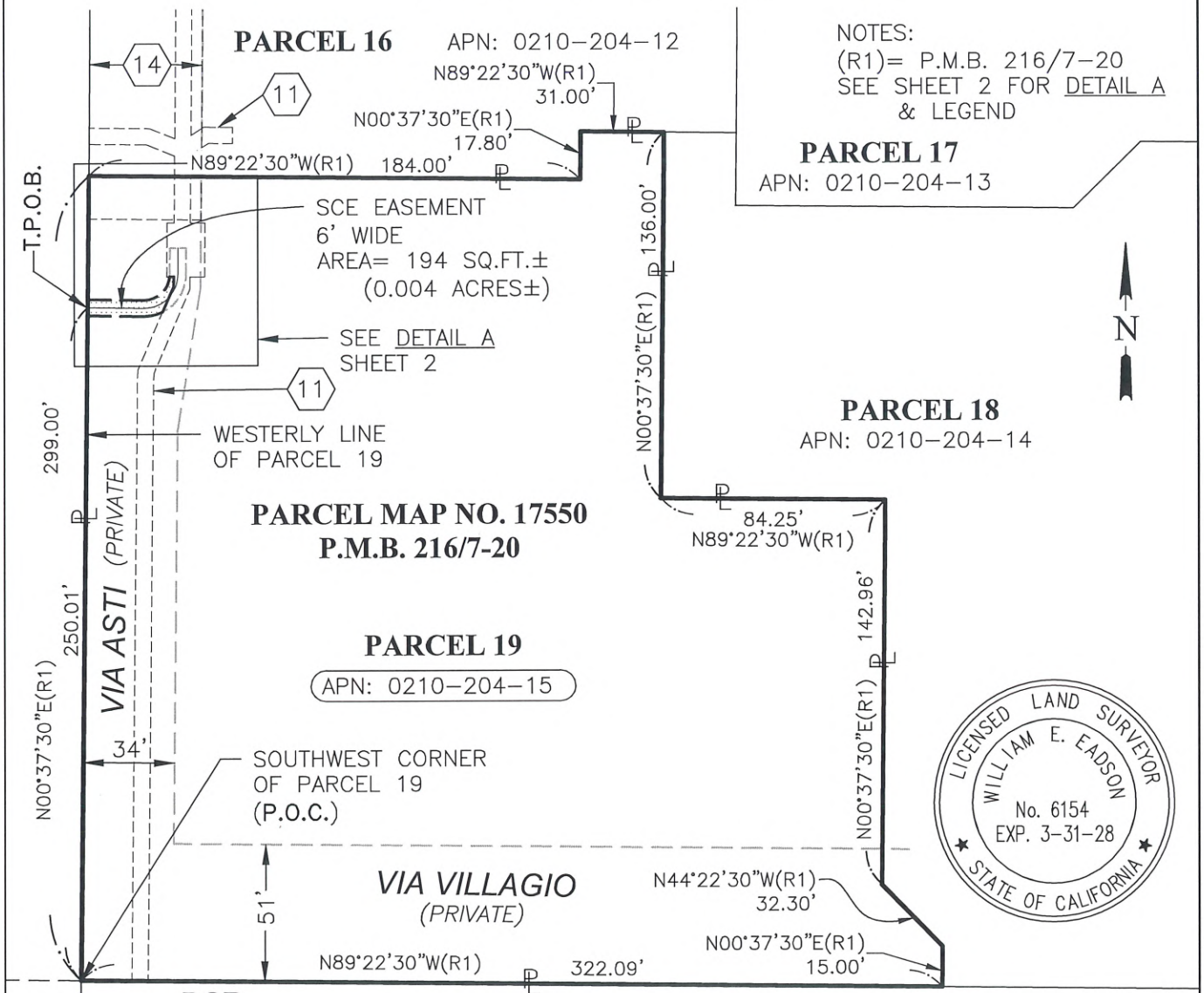
DATED: February 20, 2026

WILLIAM E. EADSON, P.L.S. 6154

EXHIBIT "B"

SHEET 1 OF 2

POR. OF PARCEL 19 OF PARCEL MAP NO. 17550
AS PER MAP FILED IN BOOK 216, PAGES 7 THROUGH 20 OF PARCEL MAP
IN THE OFFICE OF THE OFFICE OF THE COUNTY RECORDER
OF SAN BERNARDINO COUNTY



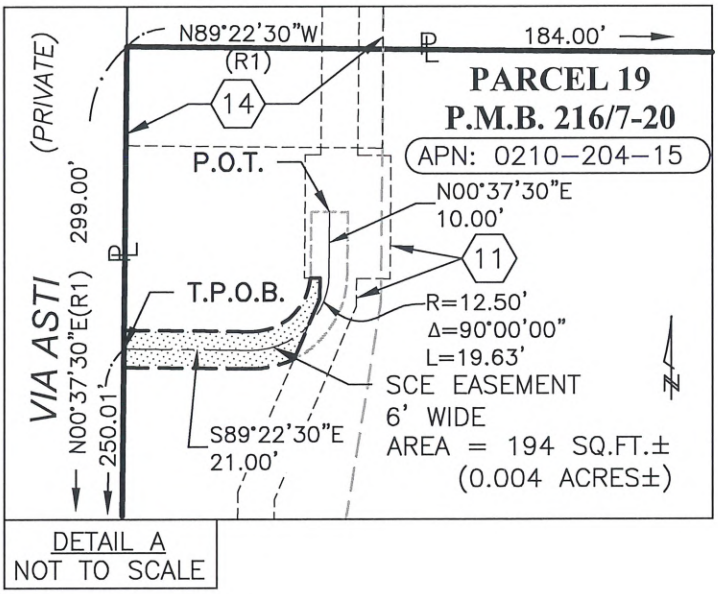
60 0 60 120
scale 1"= 60' feet

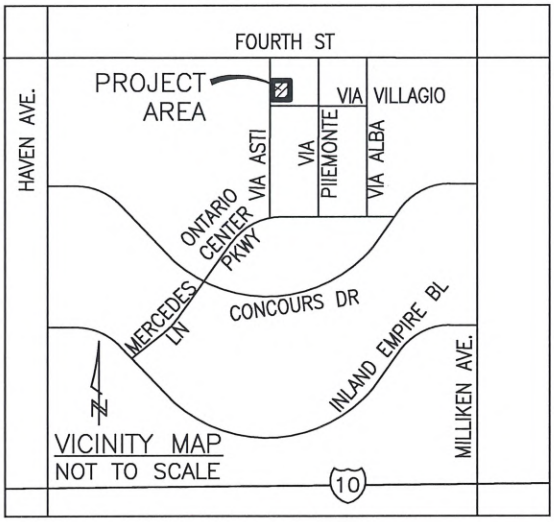
PREPARED BY ME OR UNDER MY DIRECTION

WILLIAM E. EADSON, P.L.S. 6154

PROJECT NAME: TR2244 ONTARIO TOWN CENTER R15 – LE				M.S.: N/A
W.O. NO.: 802544897	NOT. NO.: 204498259	CITY: ONTARIO	COUNTY: SAN BERNARDINO	STATE: CA
SURVEYED BY: N/A		SCE F.B. REF.: 210-2131-5	DATE: 02/20/2026	SOUTHERN CALIFORNIA EDISON An EDISON INTERNATIONAL Company
DRAWN BY: SLS/BT		MAP REF.: P.M.B. 216/7-20		
CHECKED BY: SLS/BE	TRES: N/A	SERIAL NO.:	FILE NAME:	1701312_0.01.DWG

EXHIBIT "B"





NOTES:
(R1)= P.M.B. 216/7-20

LEGEND

- CENTERLINE
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- PRIVATE STREET
- DENOTES SCE EASEMENT AREA= 194 SQ. FT.± (0.004 ACRES±)
- PLOTTED EASEMENT

℄ = PROPERTY LINE
P.M.B. = PARCEL MAP BOOK
DOC. = DOCUMENT
NO. = NUMBER
O.R. = OFFICIAL RECORDS
REC. = RECORDED
APN = ASSESSOR PARCEL NUMBER
P.O.C.= POINT OF COMMENCEMENT
T.P.O.B.= TRUE POINT OF BEGINNING
P.O.T.= POINT OF TERMINUS
SQ.FT. = SQUARE FEET
SCE = SOUTHERN CALIFORNIA EDISON COMPANY

EASEMENT INFORMATION			
#	RECORDING INFORMATION	PURPOSE	AFFECTS
11	DOC. #2007-0409617, O.R. REC. 07/11/2007	EASEMENT FOR PUBLIC UTILITIES	AS PLOTTED
14	DOC. #2014-0117973, O.R. REC. 04/03/2014	EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF TRAFFIC SIGNAL EQUIPMENT AND APPURTENANCES AND STRUCTURE	AS PLOTTED
17	DOC. #2019-0452236, O.R. REC. 12/06/2019	EASEMENT FOR PUBLIC SIDEWALK AND PUBLIC TRAFFICE SIGNAL EQUIPMENT AND STRUCTRUES	OUT OF AREA/ NOT PLOTTED
18	DOC. #2019-0452237, O.R. REC. 12/06/2019	EASEMENT FOR PUBLIC EMERGENCY ACCESS AND UTILITY PURPOSES	OUT OF AREA/ NOT PLOTTED

PROJECT NAME: TR2244 ONTARIO TOWN CENTER R15 – LE				M.S.: N/A
W.O. NO.: 802544897	NOT. NO.: 204498259	CITY: ONTARIO	COUNTY: SAN BERNARDINO	STATE: CA
SURVEYED BY:		SCE F.B. REF.: 210-2131-5	DATE: 02/20/2026	SOUTHERN CALIFORNIA EDISON An EDISON INTERNATIONAL Company
DRAWN BY: SLS/BT		MAP REF.: P.M.B. 216/7-20		
CHECKED BY: SLS/BE	TRES: N/A	SERIAL NO.: N/A	FILE NAME:	1701312_0.01.DWG

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON

An *EDISON INTERNATIONAL* Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

3 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

Mail Tax Statements to: N/A

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX $ NONE VALUE AND CONSIDERATION LESS THAN $100.00) SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	DISTRICT Ontario	SERVICE ORDER TD2225957	SERIAL NO.	MAP SIZE
	FIM 210-2131-5 APN 0210-205-19	APPROVED: REAL PROPERTIES	BY SLS/BT	DATE 02/20/2026

CITY OF ONTARIO, a Municipal Corporation, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of San Bernardino, State of California, described as follows:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B", BOTH ATTACHED HERETO AND MADE A PART HEREOF.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of _____, 20____.

GRANTOR

CITY OF ONTARIO, a Municipal Corporation

_____
Signature

_____
Print Name

_____
Title

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

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXECUTED this _____ day of _____, 20__.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

_____
Signature

_____
Print Name

_____
Title

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

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 0210-2054-19

UNDERGROUND ELECTRICAL DISTRIBUTION EASEMENT

SITUATED IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

VARIOUS STRIPS OF LAND LYING WITHIN A PORTION OF PARCEL 1 OF PARCEL MAP NO. 17978, AS PER MAP FILED IN BOOK 216, PAGES 44 AND 45 OF PARCEL MAPS, SAID PORTION OF PARCEL 1 BEING MORE PARTICULARLY DESCRIBED AS *"LOT A"* IN THE CORRECTIVE GRANT DEED, RECORDED ON DECEMBER 20, 2024 AS DOCUMENT NO. 2024-0305683, OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF SAN BERNARDINO, SAID STRIPS ARE DESCRIBED AS FOLLOWS:

STRIP #1

A PORTION OF SAID PARCEL 1 BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF VIA ALBA (PRIVATE STREET) AND THE NORTHERLY RIGHT OF WAY OF ONTARIO CENTER PARKWAY, AS SHOWN ON PARCEL MAP NO. 17550, AS PER MAP FILED IN BOOK 216, PAGES 7 THROUGH 20 OF PARCEL MAPS, IN THE OFFICE OF SAID COUNTY RECORDER;

THENCE ALONG THE SOUTHERLY PROLONGATION OF SAID CENTERLINE OF VIA ALBA SOUTH 00°37'30" WEST 41.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID ONTARIO CENTER PARKWAY, 41.00 FEET WIDE, AS SHOWN ON SAID PARCEL MAP NO. 17978, SAID SOUTHERLY LINE OF ONTARIO CENTER PARKWAY ALSO BEING THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID NORTHERLY LINE OF PARCEL 1, NORTH 89°22'30" WEST 101.90 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN LAND DESCRIBED AS *PARCEL "A"* IN THE "EASEMENT DEED OF RIGHT-OF-WAY DEDICATION" TO THE CITY OF ONTARIO, RECORDED ON DECEMBER 11, 2024 AS DOCUMENT NO. 2024-0294481, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER, SAID POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF PARCEL 1, NORTH 89°22'30" WEST 76.00 FEET TO THE NORTHWEST CORNER OF SAID *PARCEL "A"*;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID *PARCEL "A"*, SOUTH 14°06'00" WEST 24.81 FEET TO THE SOUTHWEST CORNER OF SAID *PARCEL "A"* AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID *PARCEL "A"*, NORTH 14°06'00" WEST 5.35 FEET TO A LINE PARALLEL WITH AND DISTANT 18.82 FEET SOUTHERLY FROM THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE LEAVING THE WESTERLY BOUNDARY OF SAID *PARCEL "A"* AND ALONG SAID PARALLEL LINE, NORTH 89°22'30" WEST 9.12 FEET;

THENCE NORTH 00°37'30" EAST 3.54 FEET TO A LINE PARALLEL WITH AND DISTANT 15.28 FEET SOUTHERLY FROM THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID PARALLEL LINE, NORTH 89°22'30" WEST 22.00 FEET;

THENCE SOUTH 00°37'30" WEST 3.54 FEET TO A LINE PARALLEL WITH AND DISTANT 18.82 FEET SOUTHERLY FROM THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID PARALLEL LINE, NORTH 89°22'30" WEST 5.53 FEET;

THENCE NORTH 66°52'30" WEST 8.48 FEET;

THENCE NORTH 26°51'15" WEST 4.03 FEET TO A LINE PARALLEL WITH AND DISTANT 12.00 FEET SOUTHERLY, FROM THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE ALONG OF SAID PARALLEL LINE, NORTH 89°22'30" WEST 6.76 FEET;

THENCE SOUTH 26°51'15" EAST 9.33 FEET;

THENCE SOUTH 65°06'23" EAST 14.39 FEET;

THENCE NORTH 89°48'39" EAST 40.21 FEET;

THENCE NORTH 67°24'32" EAST 14.06 FEET TO A POINT IN THE SOUTHERLY BOUNDARY OF SAID *PARCEL "A"*;

THENCE ALONG SAID SOUTHERLY BOUNDARY OF SAID *PARCEL "A"*, NORTH 89°22'30" WEST 1.18 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY OF SAID *PARCEL "A"*, SOUTH 75°54'00" WEST 15.41 FEET TO THE SOUTHWEST CORNER OF SAID *PARCEL "A"* AND THE **TRUE POINT OF BEGINNING**;

EXCEPTING THEREFROM THAT PORTION LYING WITHIN ANY PORTION DESCRIBED IN THE GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED ON APRIL 12, 2017 AS DOCUMENT NO. 2017-0150909, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER OF SAN BERNARDINO COUNTY.

CONTAINING 440 SQUARE FEET OR 0.010 ACRES, MORE OR LESS.

STRIP #2

A PORTION OF SAID PARCEL 1 BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "A";

THENCE ALONG THE EASTERLY BOUNDARY OF SAID *PARCEL "A"*, SOUTH 14°06'00" EAST 12.41 FEET TO THE INTERSECTION OF SAID EASTERLY BOUNDARY OF *PARCEL "A"* WITH A LINE PARALLEL WITH AND DISTANT 12.00 FEET SOUTHERLY, FROM THE NORTHERLY LINE OF SAID PARCEL 1, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY OF *PARCEL "A"*, SOUTH 14°06'00" EAST 0.57 FEET TO THE INTERSECTION OF SAID EASTERLY BOUNDARY OF *PARCEL "A"* WITH A LINE PARALLEL WITH AND DISTANT 12.55 FEET SOUTHERLY, FROM THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°22'30" EAST 180.64 FEET;

THENCE SOUTH 67°35'28" EAST 19.24 FEET;

THENCE SOUTH 89°23'13" EAST 4.08 FEET;

THENCE SOUTH 00°36'47" WEST 5.98 FEET;

THENCE SOUTH 89°23'13" EAST 19.50 FEET;

THENCE NORTH 00°36'47" EAST 8.98 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";

THENCE CONTINUING NORTH 00°36'47" EAST 4.68 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT 12.00 FEET SOUTHERLY, FROM THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID PARALLEL LINE, NORTH 89°22'30" WEST 222.24 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 470 SQUARE FEET OR 0.011 ACRES, MORE OR LESS.

STRIP #3 (6.00 FEET WIDE)

THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "B";

THENCE SOUTH 89°23'13" EAST 136.84 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 12.50 FEET;

THENCE EASTERLY, SOUTHEASTERLY, AND SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°47'45" A DISTANCE OF 19.59 FEET;

THENCE SOUTH 00°24'32" WEST 39.45 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT 5.95 FEET NORTHWESTERLY, FROM THE SOUTHEASTERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID PARALLEL LINE, SOUTH 33°23'13" WEST 265.87 FEET TO THE **POINT OF TERMINUS**, SAID POINT HEREINAFTER REFERRED TO AS POINT "C".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINT.

CONTAINING 2,770 SQUARE FEET OR 0.064 ACRES, MORE OR LESS.

STRIP #4 (19.00 FEET WIDE)

THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "C";

THENCE NORTH 56°36'47" WEST 3.55 FEET TO A LINE PARALLEL WITH AND DISTANT 9.50 FEET NORTHWESTERLY, FROM THE SOUTHEASTERLY LINE OF SAID PARCEL 1, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, SOUTH 33°23'13" WEST 19.50 FEET TO THE **POINT OF TERMINUS**, SAID POINT HEREINAFTER REFERRED TO AS POINT "D".

CONTAINING 371 SQUARE FEET OR 0.009 ACRES, MORE OR LESS.

STRIP #5 (12.00 FEET WIDE)

THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "D";

THENCE NORTH 56°36'47" WEST 2.21 FEET TO A LINE PARALLEL WITH AND DISTANT 11.71 FEET NORTHWESTERLY, FROM THE SOUTHEASTERLY LINE OF SAID PARCEL 1, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, SOUTH 33°23'13" WEST 19.63 FEET TO THE **POINT OF TERMINUS**.

CONTAINING 236 SQUARE FEET OR 0.005 ACRES, MORE OR LESS.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO ANY AND ALL EXISTING MATTERS OF RECORD.

THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.



PREPARED BY ME OR UNDER MY DIRECTION:

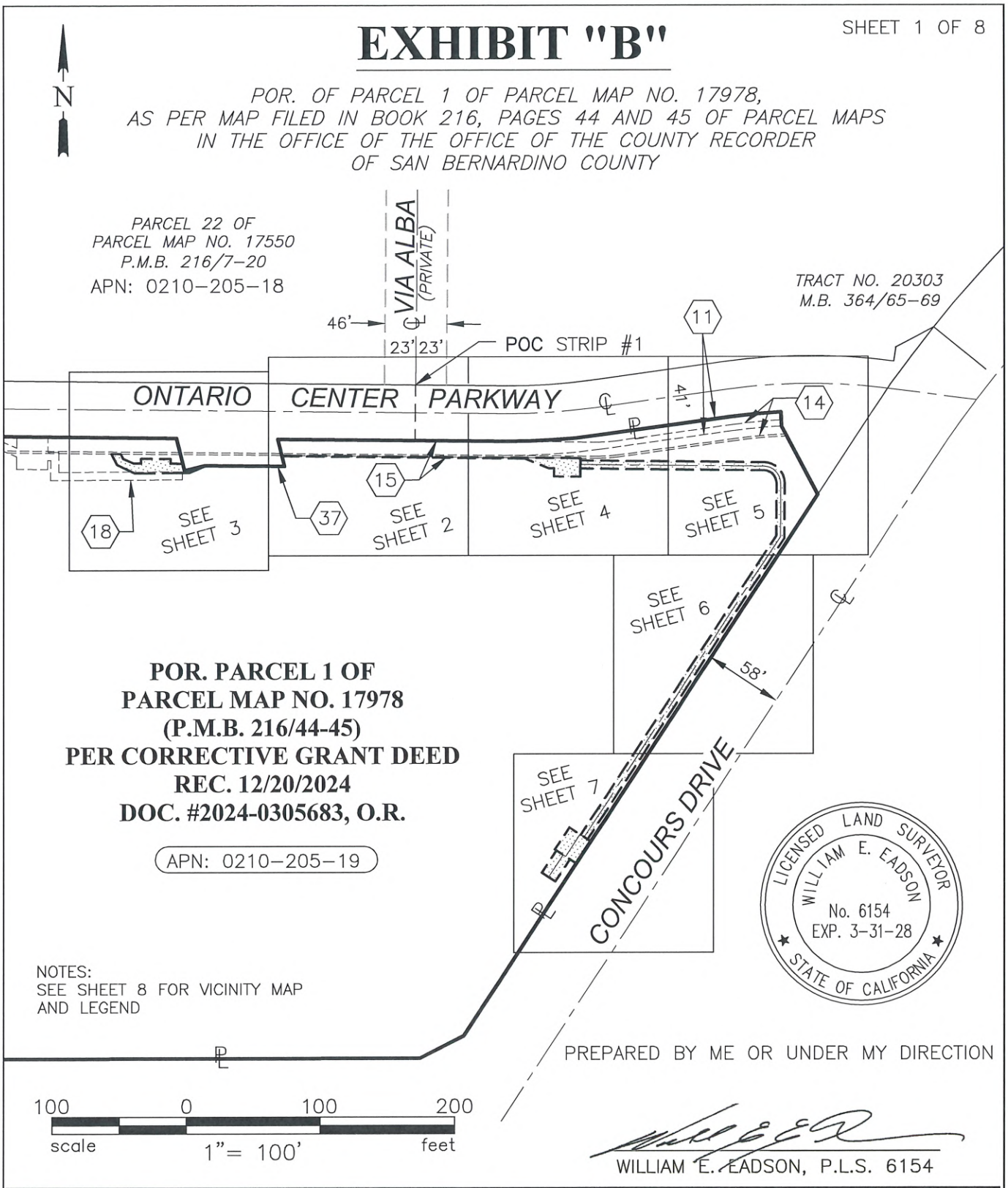
DATED: February 20, 2026

WILLIAM E. EADSON, P.L.S. 6154

SHEET 1 OF 8

EXHIBIT "B"

POR. OF PARCEL 1 OF PARCEL MAP NO. 17978,
AS PER MAP FILED IN BOOK 216, PAGES 44 AND 45 OF PARCEL MAPS
IN THE OFFICE OF THE OFFICE OF THE COUNTY RECORDER
OF SAN BERNARDINO COUNTY



PREPARED BY ME OR UNDER MY DIRECTION

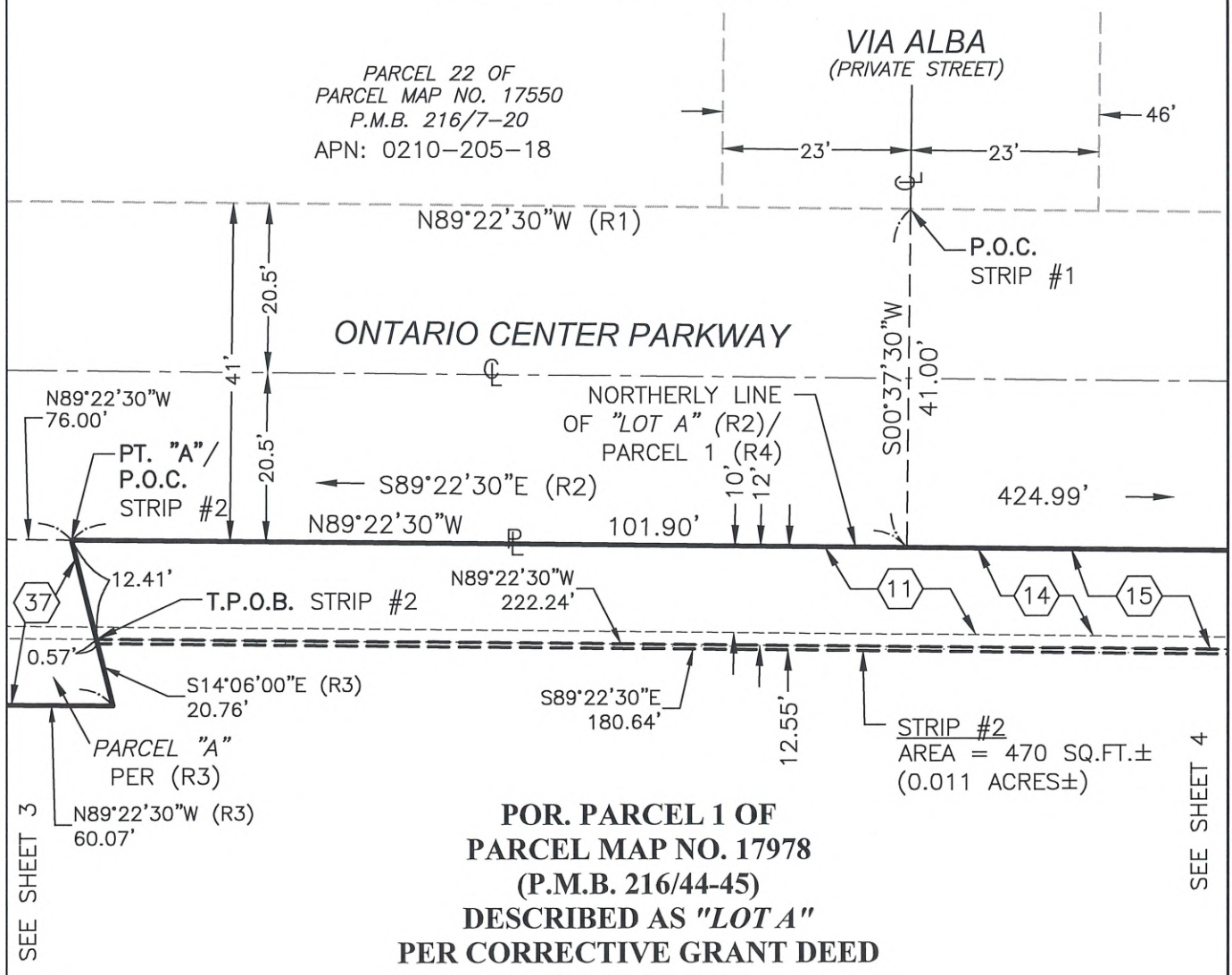
WILLIAM E. EADSON, P.L.S. 6154

PROJECT NAME: TR2244 ONTARIO TOWN CENTER R15 – LE				M.S.: N/A
W.O. NO.: 802544897	NOT. NO.: 204498259	CITY: ONTARIO	COUNTY: SAN BERNARDINO	STATE: CA
SURVEYED BY:		SCE F.B. REF.: 210-2131-5	DATE: 02/20/2026	SOUTHERN CALIFORNIA EDISON An EDISON INTERNATIONAL Company
DRAWN BY: SLS/BT		MAP REF.: P.M.B. 216/7-20		
CHECKED BY: SLS/BE	TRES: N/A	SERIAL NO.:	FILE NAME:	1701312_0.01.DWG

SHEET 2 OF 8

EXHIBIT "B"

POR. OF PARCEL 1 OF PARCEL MAP NO. 17978, AS PER MAP FILED IN BOOK 216, PAGES 44 AND 45 OF PARCEL MAPS IN THE OFFICE OF THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY



POR. PARCEL 1 OF
PARCEL MAP NO. 17978
(P.M.B. 216/44-45)
DESCRIBED AS *"LOT A"*
PER CORRECTIVE GRANT DEED
REC. 12/20/2024
DOC. #2024-0305683, O.R.

APN: 0210-205-19

NOTES:
(R1)= P.M.B. 216/7-20
(R2)= DOC. 2024-0305683, O.R. (REC. 12/20/2024)
(R3)= DOC. 2024-0294481, O.R. (REC. 12/11/2024)
(R4)= P.M.B. 216/44-45
SEE SHEET 8 FOR LEGEND

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scale 1"= 20' feet

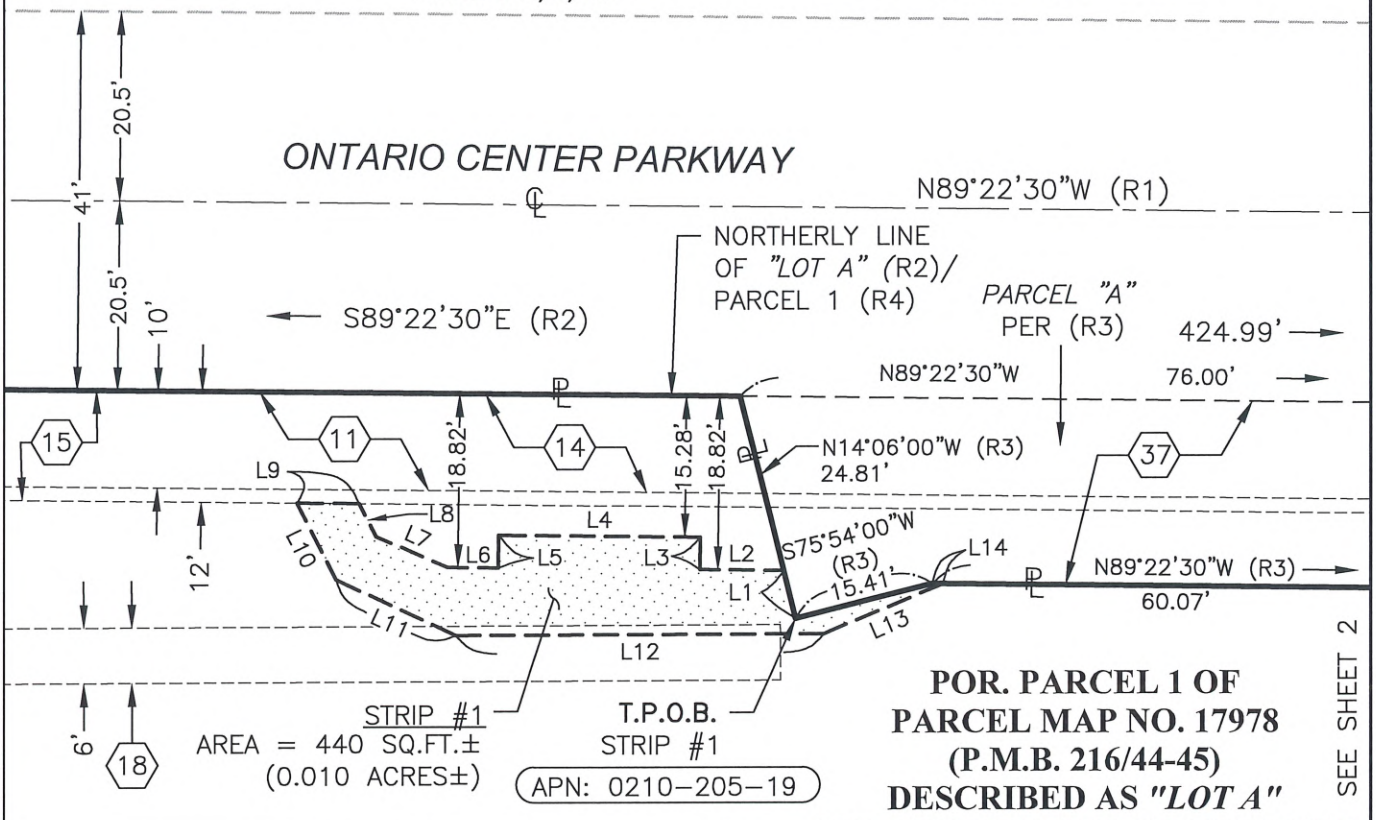
PROJECT NAME: TR2244 ONTARIO TOWN CENTER R15 – LE				M.S.: N/A
W.O. NO.: 802544897	NOT. NO.: 204498259	CITY: ONTARIO	COUNTY: SAN BERNARDINO	STATE: CA
SURVEYED BY:		SCE F.B. REF.: 210-2131-5	DATE: 02/20/2026	SOUTHERN CALIFORNIA EDISON An EDISON INTERNATIONAL Company
DRAWN BY: SLS/BT		MAP REF.: P.M.B. 216/7-20		
CHECKED BY: SLS/BE	TRES: N/A	SERIAL NO.:	FILE NAME:	1701312_0.01.DWG

EXHIBIT "B"

POR. OF PARCEL 1 OF PARCEL MAP NO. 17978, AS PER MAP FILED IN BOOK 216, PAGES 44 AND 45 OF PARCEL MAPS IN THE OFFICE OF THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY

PARCEL 22 OF PARCEL MAP NO. 17550 P.M.B. 216/7/20

APN: 0210–205–18



POR. PARCEL 1 OF PARCEL MAP NO. 17978 (P.M.B. 216/44-45) DESCRIBED AS *"LOT A"* PER CORRECTIVE GRANT DEED REC. 12/20/2024 DOC. #2024-0305683, O.R.

SEE SHEET 2

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N14°06'00"W	5.35'
L2	N89°22'30"W	9.12'
L3	N00°37'30"E	3.54'
L4	N89°22'30"W	22.00'
L5	S00°37'30"W	3.54'
L6	N89°22'30"W	5.53'
L7	N66°52'30"W	8.48'

LINE TABLE		
LINE #	BEARING	LENGTH
L8	N26°51'15"W	4.03'
L9	N89°22'30"W	6.76'
L10	S26°51'15"E	9.33'
L11	S65°06'23"E	14.39'
L12	N89°48'39"E	40.21'
L13	N67°24'32"E	14.06'
L14	N89°22'30"W	1.18'

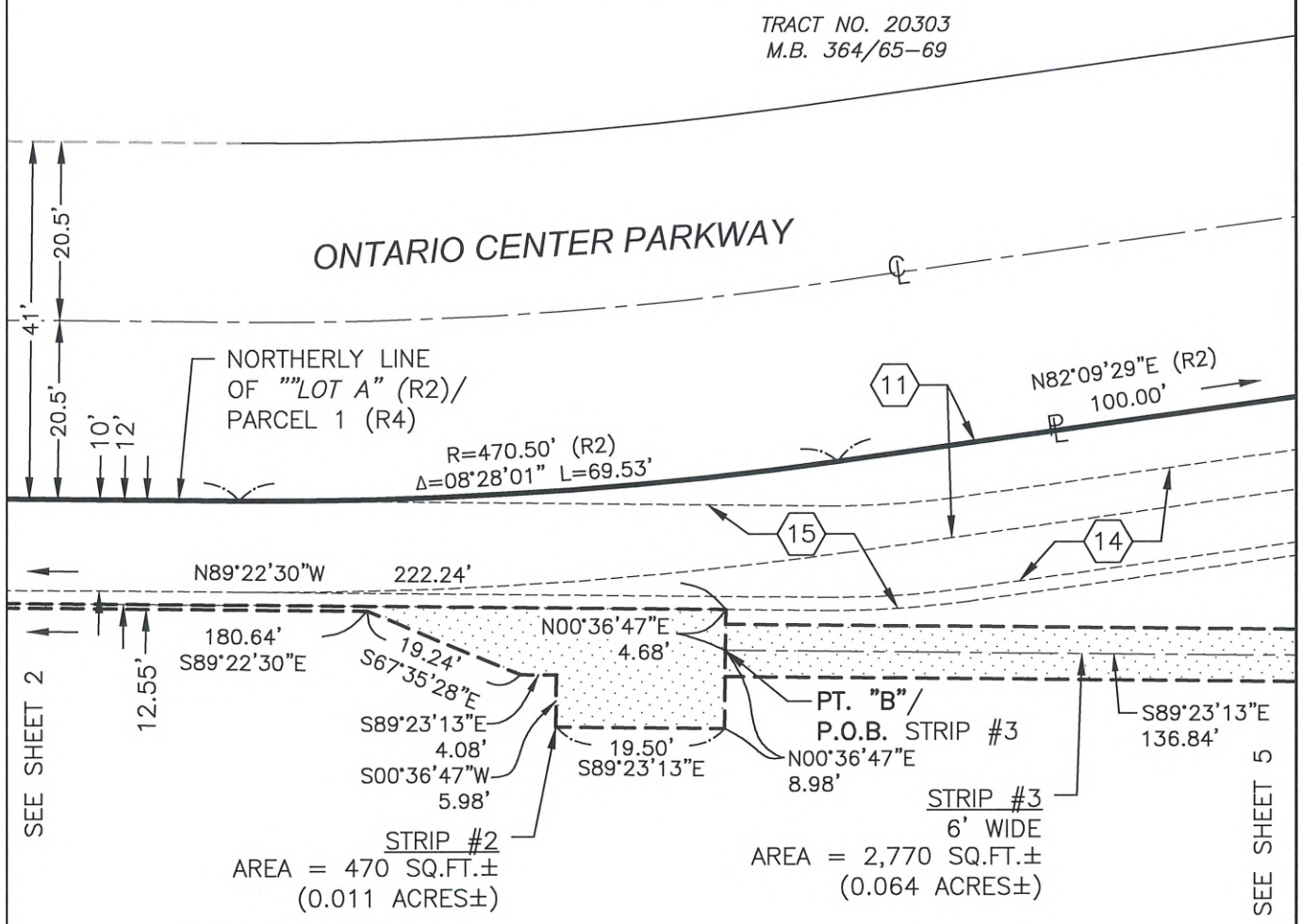
NOTES:
(R1)= P.M.B. 216/7–20
(R2)= DOC. 2024–0305683, O.R. (REC. 12/20/2024)
(R3)= DOC. 2024–0294481, O.R. (REC. 12/11/2024)
(R4)= P.M.B. 216/44–45
SEE SHEET 8 FOR LEGEND

20 0 20 40
scale 1"= 20' feet

PROJECT NAME: TR2244 ONTARIO TOWN CENTER R15 – LE				M.S.: N/A
W.O. NO.: 802544897	NOT. NO.: 204498259	CITY: ONTARIO	COUNTY: SAN BERNARDINO	STATE: CA
SURVEYED BY:		SCE F.B. REF.: 210–2131–5	DATE: 02/20/2026	SOUTHERN CALIFORNIA EDISON An EDISON INTERNATIONAL Company
DRAWN BY: SLS/BT		MAP REF.: P.M.B. 216/7–20		
CHECKED BY: SLS/BE	TRES: N/A	SERIAL NO.:	FILE NAME:	1701312_0.01.DWG

EXHIBIT "B"

POR. OF PARCEL 1 OF PARCEL MAP NO. 17978,
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IN THE OFFICE OF THE OFFICE OF THE COUNTY RECORDER
OF SAN BERNARDINO COUNTY



POR. PARCEL 1 OF
PARCEL MAP NO. 17978
(P.M.B. 216/44-45)
DESCRIBED AS *"LOT A"*
PER CORRECTIVE GRANT DEED
REC. 12/20/2024
DOC. #2024-0305683, O.R.

APN: 0210–205–19

NOTES:
(R1)= P.M.B. 216/7–20
(R2)= DOC. 2024–0305683, O.R. (REC. 12/20/2024)
(R3)= DOC. 2024–0294481, O.R. (REC. 12/11/2024)
(R4)= P.M.B. 216/44–45
SEE SHEET 8 FOR LEGEND

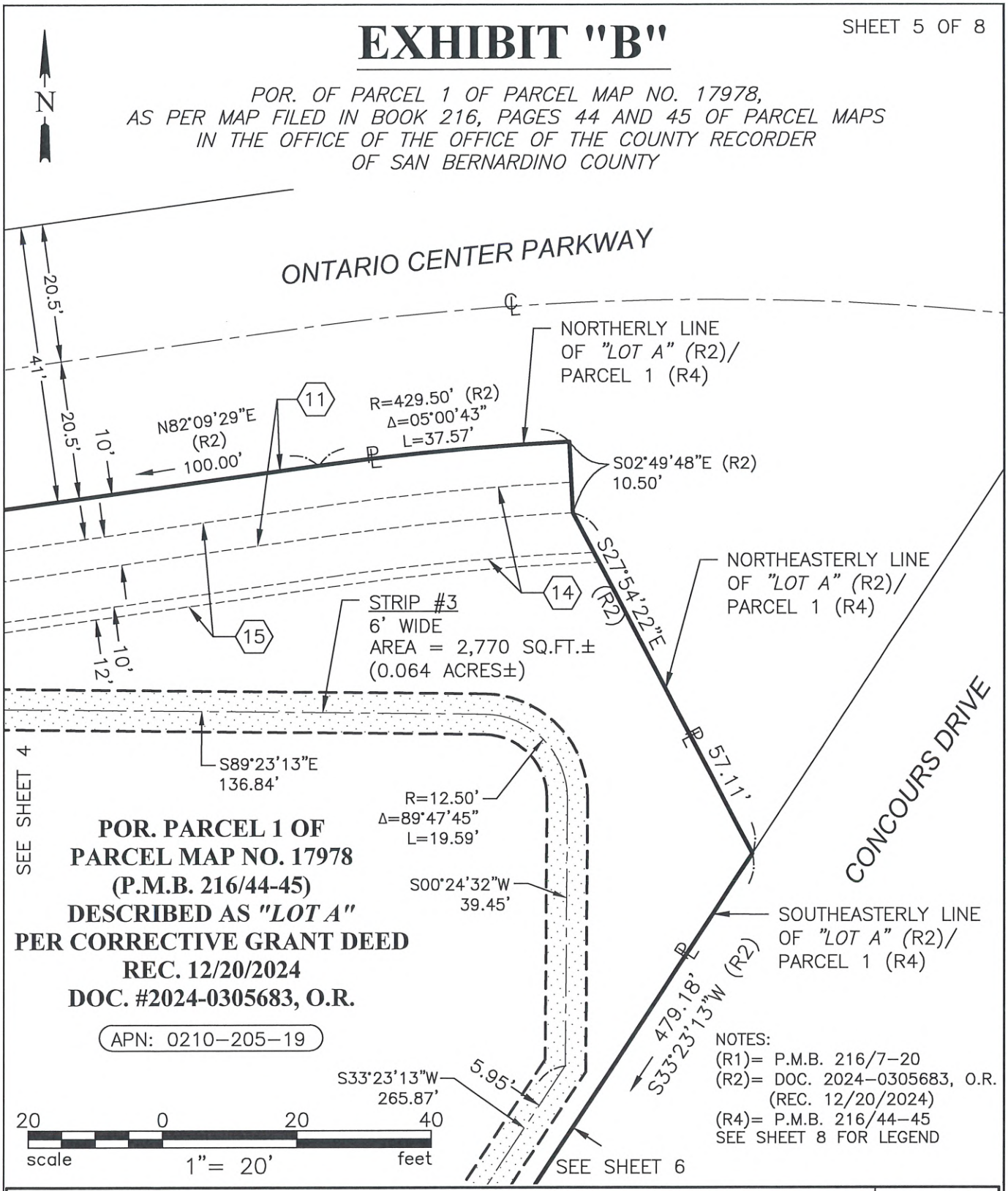
20 0 20 40
scale 1"= 20' feet

PROJECT NAME: TR2244 ONTARIO TOWN CENTER R15 – LE				M.S.: N/A
W.O. NO.: 802544897	NOT. NO.: 204498259	CITY: ONTARIO	COUNTY: SAN BERNARDINO	STATE: CA
SURVEYED BY:		SCE F.B. REF.: 210–2131–5	DATE: 02/20/2026	SOUTHERN CALIFORNIA EDISON® An EDISON INTERNATIONAL® Company
DRAWN BY: SLS/BT		MAP REF.: P.M.B. 216/7–20		
CHECKED BY: SLS/BE	TRES: N/A	SERIAL NO.:	FILE NAME:	1701312_0.01.DWG

SHEET 5 OF 8

EXHIBIT "B"

POR. OF PARCEL 1 OF PARCEL MAP NO. 17978,
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OF SAN BERNARDINO COUNTY



PROJECT NAME: TR2244 ONTARIO TOWN CENTER R15 – LE				M.S.: N/A
W.O. NO.: 802544897	NOT. NO.: 204498259	CITY: ONTARIO	COUNTY: SAN BERNARDINO	STATE: CA
SURVEYED BY:		SCE F.B. REF.: 210-2131-5	DATE: 02/20/2026	SOUTHERN CALIFORNIA EDISON An EDISON INTERNATIONAL Company
DRAWN BY: SLS/BT		MAP REF.: P.M.B. 216/7-20		
CHECKED BY: SLS/BE	TRES: N/A	SERIAL NO.:	FILE NAME:	1701312_0.01.DWG

SHEET 6 OF 8

EXHIBIT "B"

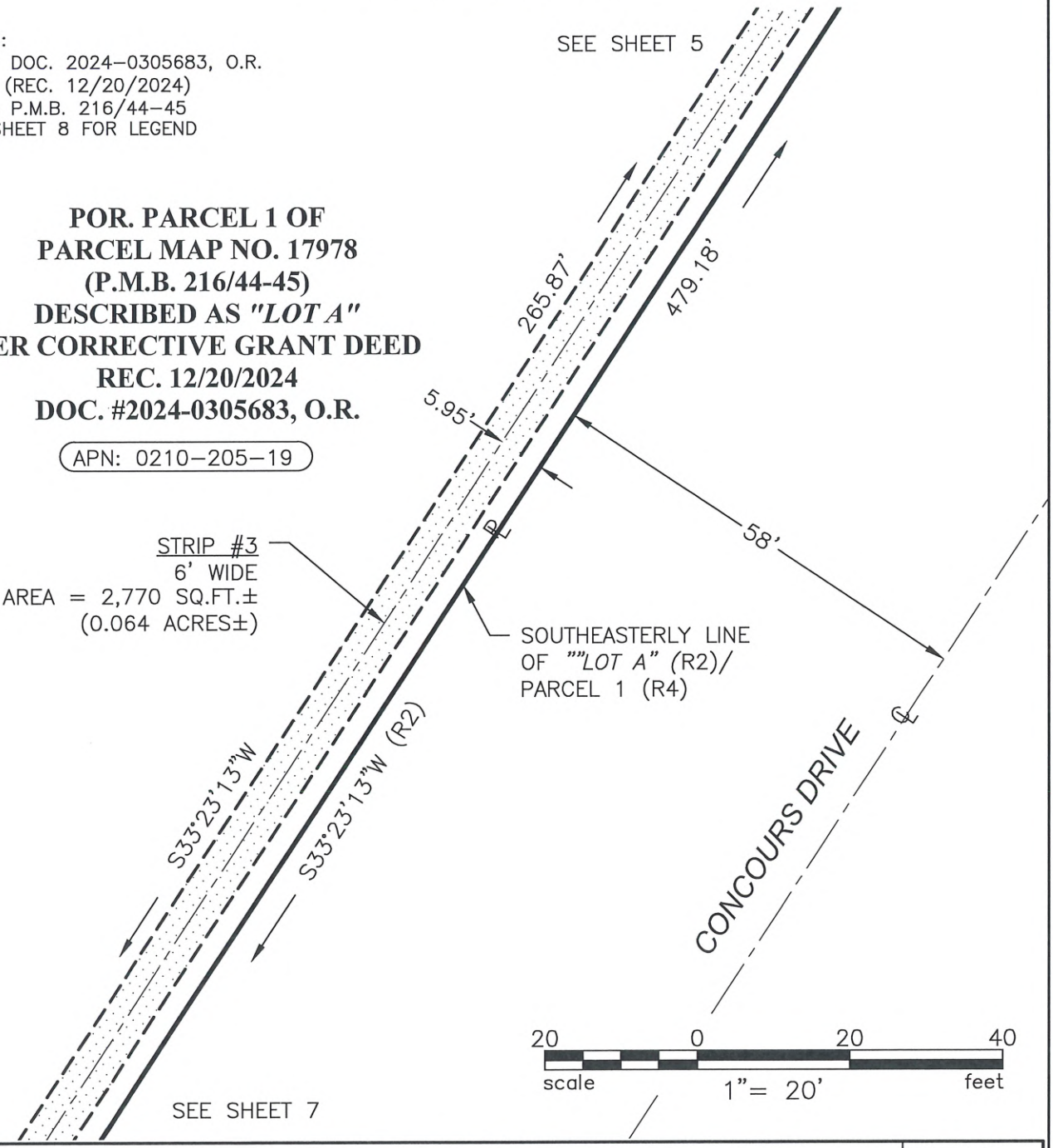
POR. OF PARCEL 1 OF PARCEL MAP NO. 17978,
AS PER MAP FILED IN BOOK 216, PAGES 44 AND 45 OF PARCEL MAPS
IN THE OFFICE OF THE OFFICE OF THE COUNTY RECORDER
OF SAN BERNARDINO COUNTY

N

NOTES:
(R2)= DOC. 2024–0305683, O.R.
(REC. 12/20/2024)
(R4)= P.M.B. 216/44–45
SEE SHEET 8 FOR LEGEND

POR. PARCEL 1 OF
PARCEL MAP NO. 17978
(P.M.B. 216/44-45)
DESCRIBED AS *"LOT A"*
PER CORRECTIVE GRANT DEED
REC. 12/20/2024
DOC. #2024-0305683, O.R.

APN: 0210–205–19

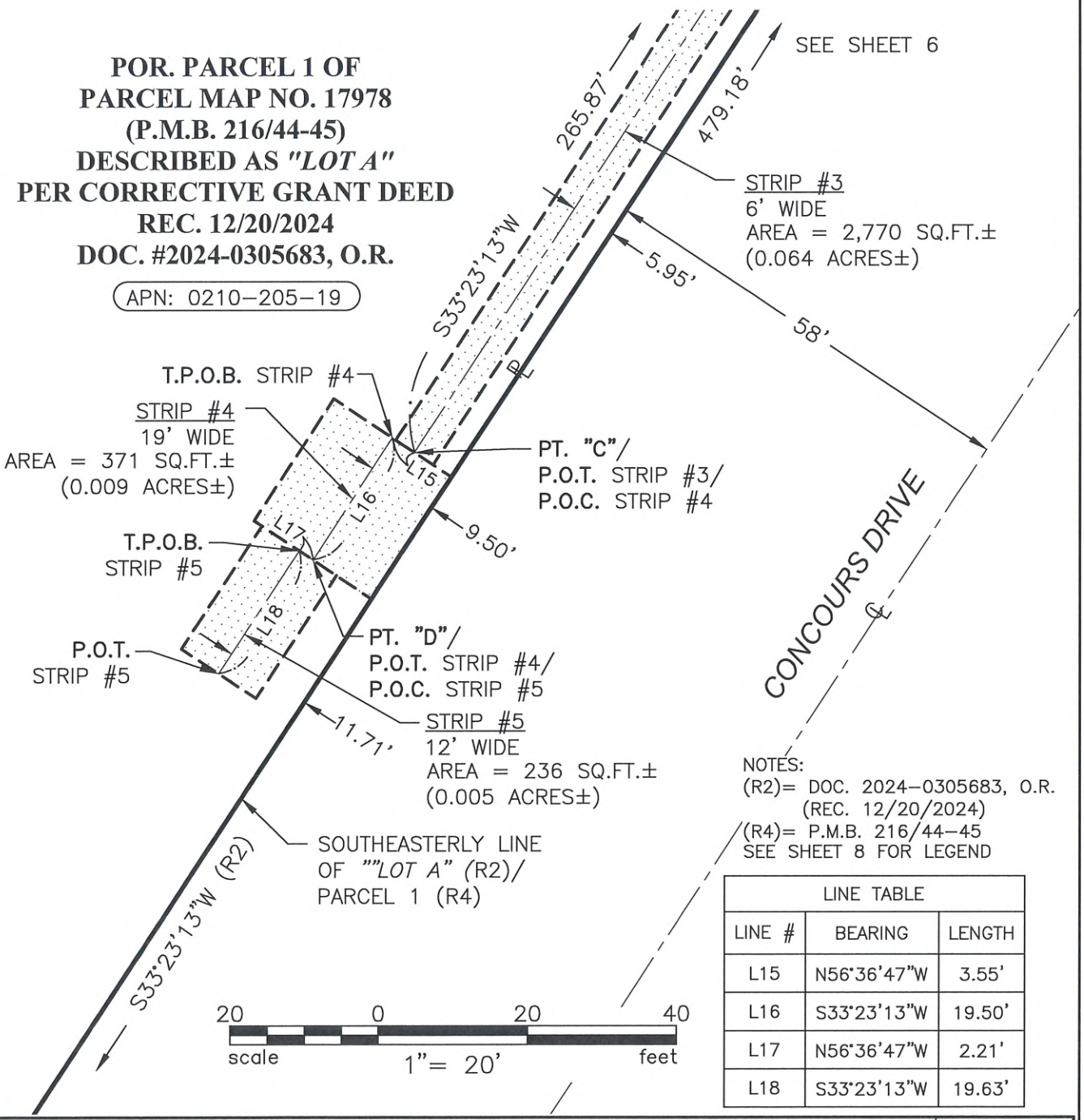


PROJECT NAME: TR2244 ONTARIO TOWN CENTER R15 – LE				M.S.: N/A
W.O. NO.: 802544897	NOT. NO.: 204498259	CITY: ONTARIO	COUNTY: SAN BERNARDINO	STATE: CA
SURVEYED BY:		SCE F.B. REF.: 210–2131–5	DATE: 02/20/2026	SOUTHERN CALIFORNIA EDISON An EDISON INTERNATIONAL Company
DRAWN BY: SLS/BT		MAP REF.: P.M.B. 216/7–20		
CHECKED BY: SLS/BE	TRES: N/A	SERIAL NO.:	FILE NAME:	1701312_0.01.DWG

SHEET 7 OF 8

EXHIBIT "B"

POR. OF PARCEL 1 OF PARCEL MAP NO. 17978,
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OF SAN BERNARDINO COUNTY



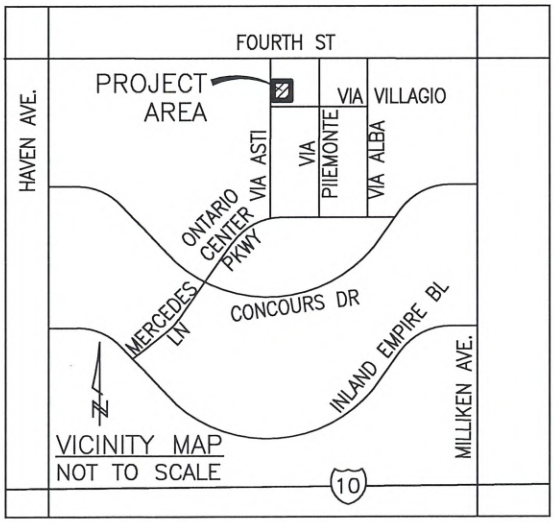
NOTES:
(R2)= DOC. 2024-0305683, O.R.
(REC. 12/20/2024)
(R4)= P.M.B. 216/44-45
SEE SHEET 8 FOR LEGEND

LINE TABLE		
LINE #	BEARING	LENGTH
L15	N56°36'47"W	3.55'
L16	S33°23'13"W	19.50'
L17	N56°36'47"W	2.21'
L18	S33°23'13"W	19.63'

PROJECT NAME: TR2244 ONTARIO TOWN CENTER R15 – LE				M.S.: N/A
W.O. NO.: 802544897	NOT. NO.: 204498259	CITY: ONTARIO	COUNTY: SAN BERNARDINO	STATE: CA
SURVEYED BY:		SCE F.B. REF.: 210-2131-5	DATE: 02/20/2026	SOUTHERN CALIFORNIA EDISON® An EDISON INTERNATIONAL® Company
DRAWN BY: SLS/BT		MAP REF.: P.M.B. 216/7-20		
CHECKED BY: SLS/BE	TRES: N/A	SERIAL NO.:	FILE NAME:	1701312_0.01.DWG

EXHIBIT "B"

EASEMENT INFORMATION			
#	RECORDING INFORMATION	PURPOSE	AFFECTS
⟨11⟩	PARCEL MAP NO. 17978 (P.M.B. 216/44–45)	EASEMENT FOR PUBLIC PEDESTRIAN ACCESS AND PUBLIC UTILITIES	AS PLOTTED
⟨14⟩	DOC. #2008–0338440, O.R. REC. 07/24/2008	EASEMENT FOR PUBLIC UTILITIES TO REPLACE PIPELINES AND APPURTENANCES	AS PLOTTED
⟨15⟩	DOC. #2008–0358119, O.R. REC. 08/06/2008	EASEMENT FOR PUBLIC UTILITIES	AS PLOTTED
⟨16⟩	DOC. #2008–0544743, O.R. REC. 12/09/2008	EASEMENT FOR PUBLIC UTILITIES	OUT OF AREA/ NOT PLOTTED
⟨18⟩	DOC. #2017–0150909, O.R. REC. 04/12/2017	EASEMENT FOR PUBLIC UTILITIES	AS PLOTTED
⟨37⟩	DOC. #20240294481, O.R. REC. 12/11/2024	EASEMENT DEED FOR RIGHT–OF–WAY DEDICATION	AS PLOTTED
⟨38⟩	DOC. #2024–0306293, O.R. REC. 12/23/2024	EASEMENT DEED FOR INGESS AND EGRESS FOR WATER CONSERVATION FACILITITES	OUT OF AREA/ NOT PLOTTED



LEGEND

- CENTERLINE
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- PLOTTED EASEMENT
- PRIVATE STREET
- DENOTES SCE EASEMENT APPROX. AREA=4,287 SQ. FT. (0.099 AC.±)

℄ = CENTERLINE
℗ = PROPERTY LINE
M.M. = MISCELLANEOUS MAPS
P.M.B. = PARCEL MAP BOOK
R.S.B. = RECORD OF SURVEY BOOK
DOC. = DOCUMENT
NO. = NUMBER
O.R. = OFFICIAL RECORDS
APN = ASSESSOR PARCEL NUMBER
P.O.C.= POINT OF COMMENCEMENT
T.P.O.B.= TRUE POINT OF BEGINNING
P.O.B.= TRUE POINT OF BEGINNING
P.O.T.= TRUE POINT OF BEGINNING
PT. = POINT
POR. = PORTION OF
SCE = SOUTHERN CALIFORNIA EDISON COMPANY
⟨#⟩ = EASEMENT

PROJECT NAME: TR2244 ONTARIO TOWN CENTER R15 – LE				M.S.: N/A
W.O. NO.: 802544897	NOT. NO.: 204498259	CITY: ONTARIO	COUNTY: SAN BERNARDINO	STATE: CA
SURVEYED BY:		SCE F.B. REF.: 210–2131–5	DATE: 02/20/2026	SOUTHERN CALIFORNIA EDISON An EDISON INTERNATIONAL Company
DRAWN BY: SLS/BT		MAP REF.: P.M.B. 216/7–20		
CHECKED BY: SLS/BE	TRES: N/A	SERIAL NO.:	FILE NAME:	1701312_0.01.DWG

NORTHWEST EXCAVATING INC.
CONTRACTORS

UNDERGROUND UTILITIES / STREET LIGHTING
SINCE 1959

18201 NAPA STREET • NORTHRIDGE, CALIFORNIA 91325 • (818) 349-5861 • FAX: (818) 701-9326

Friday, March 20, 2026

ADEPT
380 Cordova St., Suite 280
Pasadena, CA 91101

Attn: Jasper Joseph
Ref: 4000 Ontario Center Pkwy

We hereby agree to furnish all labor, materials and equipment for the completion in a good and workmanlike manner, of work described below known as 4000 Ontario Center in Ontario, CA per the Final SCE plan #1701312_0.01 (WO#1) last revised on 12/09/25 and the Final SCE plan #1888443_0.01 (WO#2) dated 02/18/26.

Our proposal includes:

- Excavation, installation and backfill for the construction of (7) 7'x14'x8' SCE vaults, (1)5'x10.5'x7' SCE PME vault, (1) 7'x14'x11' SCE vault/pad, (4) 10'x12' SCE slab boxes, (1) 4'x6' SCE pad and (1) 66"x72" SCE pad.
- Excavation, installation and backfill for the construction of SCE conduits per SCE standards (approx. 6,155 linear feet of trench).
- All required concrete encasement and slurry backfill.
- Saw cutting, removal, disposal and restoration of existing asphalt/concrete street and concrete sidewalk. Asphalt restoration to be per city of Ontario standards. Concrete restoration to be for removed or damaged panels only.
- Traffic control setup and take down per the latest edition of the WATCH manual or approved traffic control plans. Includes engineered traffic control plans.
- All necessary steel plates and trench shoring. Includes recessed steel plates on Sixth St and on Fourth St.

Our proposal excludes:

- Protective bollards around SCE pad.
- SCE cable trenches.
- Tree trimming or removal if required.
- Any work inside electrical room. Conduits will be stubbed outside any building wall.
- Any asphalt/concrete restoration outside of the requirements in the city standards.
- Recessed steel plates on Cleveland Ave and on Ontario Center Pkwy.

The Owner is to keep all trades clear of all areas to be worked by Northwest Excavating, Inc., including the materials and equipment.

The Owner is to pay for all permits fees.

Material pricing is good for 90 days.

All excess soil generated from work is to be backfilled with or exported out to a dump site.

If any abnormal soil conditions should occur, such as rock trenching that hampers normal digging and backfilling with a John Deere 410 backhoe or equivalent, it shall be considered an extra cost to the contract. When the use of a ripper bucket or hoe-ram is employed, the cost of such items shall be borne by the Owner and billed on a T&M basis, over and above the contract price.

The Owner is to furnish and pay for water, including a water meter.

Our proposal includes two move-ins only. Additional move on's will be billed as an extra at $1,500.00 per occurrence.

Permanent barricades and retaining walls to be built by other contractors.

All dewatering to be on a T & M basis if groundwater is encountered.

Any re-excavating or repair of damaged trenches caused by rain when left open trenches to accommodate the schedule of others will be billed on a T&M basis.

Our proposal is for regular working hours only. Any overtime, night or weekend work will be billed as an extra.

Our proposal is based on prevailing wages.

Our proposal does not include any bonds.

Retention is due 35 days after final acceptance of work contracted to Northwest Excavating, Inc. has been accepted by all applicable agencies.

GRAND TOTAL (WO#1) = $1,320,000.00

GRAND TOTAL (WO#2) = $1,355,000.00

REPLACE (6) TRAFFIC LOOPS = $5,400.00

Thank you,

Oscar Rodriguez
Northwest Excavating, Inc.
Contractor License - 521572

Acceptance, (By Owner, Agent or General Contractor) I/we accept the within proposal/bid. You are authorized to perform the work comprehended hereunder and I/we agree to pay the said amount in accordance with the terms set forth.

Date: _____

Name/Title: _____

Signature: _____

Trenchers West Construction Co., Inc.
520 S. Claudina St, Suite A
Anaheim, Ca 92805
714-956-9191 Fax: 714-956-9119

March 10, 2026

Attn: Jasper Joseph
Adept Urban
388 Cordova st. Ste. 280
Pasadena, CA. 91101

Re: Ontario Arena Distric BB
Ontario

Jasper-

Trenchers West Construction Company, Inc. will provide labor & materials on the above referenced project as follows:

Prevailing Wage

ITEM NO.	DESCRIPTION	QUANTITY	Unit	UNIT PRICE	TOTAL
	Electric Offsite W.O # 1 & 2 Only				
	Mobilization	1	Ls	$ 4,750.00	$ 4,750.00
	Open Cut Ac for Electric Only	5,255	Lf	$ 331.40	$ 1,741,507.00
	(Inc: sawcut, slurry, steel plates & hot mix. Pavers by others)				
	Trench in dirt	1,115	Lf	$ 25.00	$ 27,875.00
	Sawcut sidewalk (to be repaired by others)	300	Lf	$ 32.50	$ 9,750.00
	Encasement Over Electric	6,065	Lf	$ 40.50	$ 245,632.50
	5" Sch 40 E Conduit	27,880	Lf	$ 7.75	$ 216,070.00
	4" Sch 40 E Conduit	260	Lf	$ 6.85	$ 1,781.00
	Cable Trench (16' x 2' x 24")	2	Ea	$ 45,500.00	$ 91,000.00
	Cable Trench (10' x 2' x 24")	1	Ea	$ 28,500.00	$ 28,500.00
	5' x 10.5' x 7' Edison PME	1	Ea	$ 22,500.00	$ 22,500.00
	7' x 14' x 11' Edison PME	1	Ea	$ 33,500.00	$ 33,500.00
	7' x 14' x 8' Edison Vault	7	Ea	$ 38,500.00	$ 269,500.00
	10' x 12' Edison SB special order w/cable trench window	3	Ea	$ 17,500.00	$ 52,500.00
	10' x 12' Edison SB	1	Ea	$ 16,750.00	$ 16,750.00
	4' x 6' Edison PMH	1	Ea	$ 5,200.00	$ 5,200.00
	66" x 72" Edison Cap. Pad	1	Ea	$ 1,850.00	$ 1,850.00
	Bldg serv	4	Ea	$ 2,950.00	$ 11,800.00
	Edison Tie in to Existing Vault	2	Ea	$ 10,500.00	$ 21,000.00
	Traffic control (no plans)	1	Ls	$ 42,500.00	$ 42,500.00
	Dump Truck (5yd)	1	Ls	$ 69,000.00	$ 69,000.00
	(moving dirt to stock pile on Via Asti/Cleveland Ave)				
				Total	**$ 2,912,965.50**

ITEM NO.	DESCRIPTION	QUANTITY	Unit	UNIT PRICE	TOTAL
	Haul-off (if needed)				
	Haul-off Asphalt	1	Ls	$ 77,900.00	$ 77,900.00

Notes:

Price subject to change when approved plans become available. Based On plans Received on 2/3/26 & 2/6/26.

Trenchers West Work Stops outside of Bulding/Concrete slabs or Utility Closets.

Developer to provide all permits, surveys, compaction tests and construction water.

Quantities listed are for bid purposes only. Actual quantities will be from field measurements.

If curb and gutter is installed prior to trench installation, and slurry is required under the curb and gutter, there will be an additional charge of $180.00 per crossing.

No spoil or landscape, removal included in unit price, to remain at jobsite.

No concrete or landscape replacement included in this proposal, work to be done by others.

Re-excavation, compaction, or sand replacement due to rain damage not included.

Dirt Screening, Rock breaking or removal not included.

Site to be free of obstruction.

Trench plates if requested at cost plus 10%.

If encasement is required or requested, there will be an additional charge of $35.50 a foot per utility.

If a utility requests encasement for sweeps, there will be an additional charge of $150 per sweep.

If a utility requests installation of provided conduit, there will be an additional charge of $3.00 per foot.

Should you have any questions or comments, please contact the undersigned.

Gus Alvarez

OL DEVELOPMENT
BUILDING LOS ANGELES' FUTURE

4117 E Concours St,
Ontario, CA 91764
Bid Proposal (SCE WO#1) R-1

Date: February 24th, 2026,
To: Adrine Davtyan
Adept Building
From: O.L. Development, Inc.
Page: 1 of 8

Scope of Work: Install 5" conduit, three (3) Jensen precast vaults, three (3) Jensen Precast PME boxes, four (4) Jensen precast slab boxes, and one (1) Jensen precast pad in public ROW and private property per the attached approved SCE plan, Job No. 1701312_0.01, sheet 1-3 of 3, dated 12/09/25.

ITEM	DESCRIPTION	QUANTITY		TOTAL
1	**If required by the City of Ontario** to obtain engineered-approved traffic control, the owner/general contractor is to obtain approved traffic control prior to O.L. Development's commencement of work. **(See note #1)**	1	LS	
2	**If required by the City of Ontario** to obtain engineered-approved shoring plans, the owner/general contractor is to obtain approved shoring plans prior to O.L.'s commencement of work. **(See note #1)** **(See Alt #1)**	1	LS	
3	Assist with the permit process with the City of Ontario utilities. **(See Note #2)**	1	LS	
4	Disperse letter to notification to residents and business owners 72 hours prior to work commencement.	1	LS	
5	Preconstruction meeting with SCE and City of Ontario public works inspectors.	1	LS	
6	Mobilization (1 move) **(See note #3)**	1	LS	
7	Traffic control: arrow board, barricades, signs, cones, orange fence, and flagman (per WATCH manual 6H-11 (TA-11) and 6H-15 (TA-15) only). **(See Note #4)**	1	LS	
8	Survey (by owner) & layout (by O.L.)	1	LS	
9	Owner and utility company to approve the layout of conduits.	1	LS	
10	Utilities exploration (potholing)	1	LS	

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Page: 2 of 8

Scope of Work: Install 5" conduit, three (3) Jensen precast vaults, three (3) Jensen Precast PME boxes, four (4) Jensen precast slab boxes, and one (1) Jensen precast pad in public ROW and private property per the attached approved SCE plan, Job No. 1701312_0.01, sheet 1-3 of 3, dated 12/09/25.

ITEM	DESCRIPTION	QUANTITY		TOTAL
11	Unclassified excavation: Remove existing roadway structural section, sidewalk, and/or earthen material. (Vault: L=18', W=11', T=12' PME Boxes: L=14.5', W=9.25', T=9' PME Box: L=8', W=6.5', T=4' Slab Box: L=14', W=12', T=6' Trenches: W=26", T=4'-5.5')	1	LS	
12	Tunnel under existing Curb & Gutter.	1	LS	
13	Place shoring boxes, shoring, steel plates, and cold asphalt per Cal-OSHA requirements and public works-approved shoring plans. **(See Alt #1)**	1	LS	
14	Place 6" of ¾" aggregate crushed rock bedding in areas to receive new structures and compact to 90%.	1	LS	
15	If required, obtain a crane permit for the installation of the structures. **(See Note #2)**	1	LS	
16	Install Jensen precast vaults; three (3) 7'x14'x8' Vaults in three (3) locations per the attached SCE plan.	3	EA	
17	Install a 4'x4' vault neck in three (3) locations per SCE standard.	3	EA	
18	Construct an 8"x18" concrete collar along the new vault opening in three (3) locations per SCE standard.	3	EA	
19	Install Jensen precast PME; two (2) 5'x10'6"x7' Boxes and one (1) 4'x6" Box in three (3) locations per the attached SCE plan.	3	EA	
20	Install Jensen precast Pad; one (1) 66"x72" Pad in one (1) location per the attached SCE plan.	1	EA	

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Page: 3 of 8

Scope of Work: Install 5" conduit, three (3) Jensen precast vaults, three (3) Jensen Precast PME boxes, four (4) Jensen precast slab boxes, and one (1) Jensen precast pad in public ROW and private property per the attached approved SCE plan, Job No. 1701312_0.01, sheet 1-3 of 3, dated 12/09/25.

ITEM	DESCRIPTION	QUANTITY		TOTAL
21	Install Jensen precast Slab Box; four (4) 10'x12' Slab Boxes in four (4) locations per the attached SCE plan.	4	EA	
22	Install ground rods and copper stranded wire per SCE standard requirement.	1	LS	
23	Install cable trench in three (3) locations per Edison Standard requirement (L=30' (8',12',12'), W=24", T=36"). Excluding diamond plate.	1	LS	
24	Install 5" conduit per the attached SCE plan and City of Ontario standard.	3130	LF	
25	Document work installed for "As-Built". (Redlined PDF only)	1	LS	
26	Encase conduit in concrete. Mix design (2.02 SK Edison Mix) per SCE standard.	1	LS	
27	Backfill trenches and structure with slurry. Mix design (100-E-100 mix) per SCE and the city of Ontario standard requirement.	1	LS	
28	Install mule tape, pull rope, and mandrel lines for SCE inspection.	1	LS	
29	Place C.M.B. (T=4"-6") at all trenches and structures in the city right-of-way and compact to 90% per the city of Ontario standard.	1	LS	
30	Restore concrete at existing spandrils and panels, limited to trench restoration only.	1	LS	
31	Place tack oil on all edges to receive new asphalt.	1	LS	
32	Place asphalt base course only (T=6") in the area of excavation. Mix design B-7010 75 blow.	1	LS	

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Page: 4 of 8

Scope of Work: Install 5" conduit, three (3) Jensen precast vaults, three (3) Jensen Precast PME boxes, four (4) Jensen precast slab boxes, and one (1) Jensen precast pad in public ROW and private property per the attached approved SCE plan, Job No. 1701312_0.01, sheet 1-3 of 3, dated 12/09/25.

ITEM	DESCRIPTION	QUANTITY		TOTAL
33	Cold plane (Mill) asphalt at the work area only. T=2", W=7.5'	1	LS	
34	Place tack oil on all surfaces to receive a new asphalt overlay.	1	LS	
35	Overlay asphalt (T=2") in the work area. Mix design D2-7010 75 blow. (W=8') Work by Machine	15,645	SF	
36	Temporarily restore the sidewalk in the work area only.	1	LS	
37	Coordinate with the DOT inspector to restore thermoplastic striping at work areas only.	1	LS	
38	Place utility marker (SCE) along all trenches per the city of Ontario's standard requirement.	1	LS	
39	Clean up	1	LS	
40	Demobilization	1	LS	
			TOTAL	$2,157,862.00

O.L. Development will construct and install the cable trench per SCE MC805-4 including U-Channel, screws, and spring-loaded nuts. Diamond plate covers are to be provided and installed by others.

****Current plan shows a stretch of conduit run (approximately 370 LF) to be installed under an existing gutter. Installation of this work would require the removal of the full section of Curb, Gutter, and portions of the landscaped area along Via Asti (approximately 370 LF). This work can be avoided by receiving approval from the inspector to shift this portion of the conduit away from the gutter. ****

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Page: 5 of 8

Scope of Work: **Install 5" conduit, three (3) Jensen precast vaults, three (3) Jensen Precast PME boxes, four (4) Jensen precast slab boxes, and one (1) Jensen precast pad in public ROW and private property per the attached approved SCE plan, Job No. 1701312_0.01, sheet 1-3 of 3, dated 12/09/25.**

Add-Alternates:

1. If requested by the Owner/General Contractor to obtain a design-engineered shoring plan, please add.

1-LS = $5,800.00

2. If requested by the Owner or General contractor to obtain engineering traffic control plans and submit them for approval, the price is to be determined by the number of plan pages required. Current pricing is limited to 5 sheets.

1-LS = $9,000.00

3. If required by the city inspector to recess steel plates, please add,

1-LS = $52,266.00

4. **If required or requested,** rent, program, and set up two (2) message boards for 28 calendar days or any portion thereof.

1-LS = $4,400.00/month

5. If required by the owner or inspector to install traffic loops. Please add $2,850.00 for the first traffic loop and $1,320.00 for every additional traffic loop.

1-LS = $TBD

6. If requested or required by Owner/GC to install additional bollards, please add the price per bollard. (assumption is 34 bollards in total for slab boxes)

1-LS = $400.00/Bollard

7. If requested by the Owner/General Contractor to purchase, furnish, and install a diamond-plated cover for the cable trenches per SCE standards.

1-LS = $12,250.00

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Scope of Work: **Install 5" conduit, three (3) Jensen precast vaults, three (3) Jensen Precast PME boxes, four (4) Jensen precast slab boxes, and one (1) Jensen precast pad in public ROW and private property per the attached approved SCE plan, Job No. 1701312_0.01, sheet 1-3 of 3, dated 12/09/25.**

Exclusions: Permit Fees; Survey; **Engineered Shoring Plans; Engineered Traffic Control Plans** Compaction Test Technician; meter and pedestal; wires; Removal or Relocation of Existing Utilities; Utility Pole or Overhead Utility Work; Handling or Disposal of Hazardous Waste; Waterproofing; Non-Standard Gray Concrete; Landscaping; Irrigation; Street Light Work; Traffic Signal/Loop Work; **core drilling to building;** Any work or fees associated with proposition 218. Night/Weekend Work; Railroad work; **bollards or protection of bollards; Bus Loop; Message Boards, Advance Construction Notice Sign; Full Concrete Panel Restoration; Curb and Gutter work; Driveway Work; Air Vents; Bus Pad Work; DWP Staging Area; New Street Light Pull Boxes.**

Notes:

1. O.L. Development includes in the contract price the services of our experienced office staff. O.L. Development will assist your team with the permitting process, utilizing our contacts with BOE, BSS, BSL, DWP and DOT. O.L. Development brings a proven track record of successfully working to get permit issued AND closed out proving invaluable to our many clients.
2. Upon acceptance of our bid proposal, O.L. Development will obtain any necessary permits ("No Parking" signs, Street Use Permit, Bus Shelter Relocation if needed etc.), and be reimbursed cost +15% (overhead & profit) by owner.
3. Proposal includes 1 mobilization to project to complete entire scope. If project is not ready, or otherwise delayed, for reasons outside of O.L. Developments control, Contractor will be responsible for move in/move out costs at $5,000 per move out/move in\
4. Traffic control included in this proposal is for standard watch manual setups to complete the work; if engineered traffic control plans and/or DOT approval of traffic plan is required, implementation of those plans is not included and will be performed by others.

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BUILDING LOS ANGELES' FUTURE

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Date: Febraury 24th, 2026,
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Scope of Work: **Install 5" conduit, three (3) Jensen precast vaults, three (3) Jensen Precast PME boxes, four (4) Jensen precast slab boxes, and one (1) Jensen precast pad in public ROW and private property per the attached approved SCE plan, Job No. 1701312_0.01, sheet 1-3 of 3, dated 12/09/25.**

5. Owner/ General Contractor to provide a secure storage area for O.L. Development's equipment.
6. This proposal is valid for 30 days and based on a start date of the quoted scope of work within 60 days. Due to fluctuations in material prices, work not contracted within 30 days or started within 60 days will be subject to cost increase.
7. Excavation herein includes haul away of spoils generated by same. Any small rocks encountered will be excavated and hauled away. Large rocks and/or bedrock are unlikely to be encountered but removal of same is excluded from this proposal.
8. Per DWP requirements, all tie-ins to existing structures and/or conduit will be performed by DWP. Excavation of tie-in areas shall be performed by O.L. Development and price of same is included herein.
9. For contaminated dirt, railroad ties, and steel tracks, documentation from certified landfills licenses to accept **"contaminated waste",** will be required by the city of Los Angeles inspector prior to issuing the final acceptance.
10. Owner/General Contractor to provide water and electrical sources and staging area for equipment.
11. Any unforeseen complications due to groundwater intrusion will be subject to a change order.
12. This proposal includes the cost of insurance coverages for general liability ($1M/$2M), auto liability ($1M), and workman's compensation ($1M). Any costs associated with OCIP or coverage above these limits are excluded from this proposal. Cost of same will be determined at contract negotiation and be included in final price.
13. Any and all change orders will incur an additional fee of 0.18% of change order subtotal (Textura fee).

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Page: 8 of 8

Scope of Work: Install 5" conduit, three (3) Jensen precast vaults, three (3) Jensen Precast PME boxes, four (4) Jensen precast slab boxes, and one (1) Jensen precast pad in public ROW and private property per the attached approved SCE plan, Job No. 1701312_0.01, sheet 1-3 of 3, dated 12/09/25.

14. If O.L. Development is required to supply unconditional progress or final lien waivers for ANY subcontractor or supplier prior to our payment being released by the contractor, 15% will be added to the total contract amount and any subsequent change orders.

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Sub-Contractor Signature
Ben Udell, Lead Estimator
O.L. Development, Inc.
Date: 02/24/2026

Owner/GC Signature
Adrine Davtyan
Adept Building
Date: _____

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4117 E Concours St,
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Bid Proposal (SCE WO#2) R-1

Date: February 24th, 2026,
To: Adrine Davtyan
Adept Building
From: O.L. Development, Inc.
Page: 1 of 7

Scope of Work: Install 5" conduit and four (4) Jensen precast vaults in public ROW per the attached highlighted SCE plan, Job No. 1888443, sheet 1-4 of 4, dated 01/09/26. Plans not approved for construction. See note #1

ITEM	DESCRIPTION	QUANTITY		TOTAL
1	**If required by the City of Ontario** to obtain engineered-approved traffic control, the owner/general contractor is to obtain approved traffic control prior to O.L. Development's commencement of work. **(See note #2)**	1	LS	
2	**If required by the City of Ontario** to obtain engineered-approved shoring plans, the owner/general contractor is to obtain approved shoring plans prior to O.L.'s commencement of work. **(See note #2) (See Alt #1)**	1	LS	
3	Assist with the permit process with the City of Ontario utilities. **(See Note #3)**	1	LS	
4	Disperse letter to notification to residents and business owners 72 hours prior to work commencement.	1	LS	
5	Preconstruction meeting with SCE and City of Ontario public works inspectors.	1	LS	
6	Mobilization (1 move) **(See note #4)**	1	LS	
7	Traffic control: arrow board, barricades, signs, cones, orange fence, and flagman (per WATCH manual 6H-11 (TA-11) and 6H-15 (TA-15) only). **(See Note #5)**	1	LS	
8	Survey (by owner) & layout (by O.L.)	1	LS	
9	Owner and utility company to approve the layout of conduits.	1	LS	
10	Utilities exploration (potholing)	1	LS	
11	Unclassified excavation: Remove existing roadway structural section, sidewalk, and/or earthen material. (Vault: L=18', W=11', T=12' Trenches: W=26", T=4'-5')	1	LS	

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Date: February 24th, 2026,
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Page: 2 of 7

Scope of Work: Install 5" conduit and four (4) Jensen precast vaults in public ROW per the attached highlighted SCE plan, Job No. 1888443, sheet 1-4 of 4, dated 01/09/26. Plans not approved for construction. See note #1

ITEM	DESCRIPTION	QUANTITY		TOTAL
12	Tunnel under existing Curb and Gutter.	1	LS	
13	Place shoring box, shoring, steel plates, and cold asphalt per Cal-OSHA requirements and public works-approved shoring plans. (See Alt #1)	1	LS	
14	Place 6" of ¾" aggregate crushed rock bedding in areas to receive new vaults and compact to 90%.	1	LS	
15	If required, obtain a crane permit for the installation of the vaults. (See Note #3)	1	LS	
16	Install Jensen precast vaults; four (4) 7'x14'x8' Vaults in four (4) locations per the attached SCE plan.	4	EA	
17	Install a 4'x4' vault neck in four (4) locations per SCE standard.	4	EA	
18	Construct an 8"x18" concrete collar along the new vault opening in four (4) locations per SCE standard.	4	EA	
19	Install 5" conduit per the attached SCE plan and City of Ontario standard.	3005	LF	
20	Document work installed for "As-Built". (Redlined PDF only)	1	LS	
21	Encase conduit in concrete. Mix design (2.02 SK Edison Mix) per SCE standard.	1	LS	
22	Backfill trenches and structure with slurry. Mix design (100-E-100 mix) per SCE and the city of Ontario standard requirement.	1	LS	
23	Install mule tape, pull rope, and mandrel lines for SCE inspection.	1	LS	
24	Place C.M.B. (T=6") at all trenches and structures in the city right-of-way and compact to 90% per the city of Ontario standard.	1	LS	

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Page: 3 of 7

Scope of Work: Install 5" conduit and four (4) Jensen precast vaults in public ROW per the attached highlighted SCE plan, Job No. 1888443, sheet 1-4 of 4, dated 01/09/26. Plans not approved for construction. See note #1

ITEM	DESCRIPTION	QUANTITY		TOTAL
25	Restore concrete at existing spandrils and panels, limited to trench restoration only.	1	LS	
26	Place tack oil on all edges to receive new asphalt.	1	LS	
27	Place asphalt base course only (T=6") in the area of excavation. Mix design B-7010 75 blow.	1	LS	
28	Cold plane (Mill) asphalt at the work area only. T=2", W=7.5'	1	LS	
29	Place tack oil on all surfaces to receive a new asphalt overlay.	1	LS	
30	Overlay asphalt (T=2") in the work area. Mix design D2-7010 75 blow. (W=8') Work by Machine	21,525	SF	
31	Temporarily restore the sidewalk in the work area only.	1	LS	
32	Coordinate with the DOT inspector to restore thermoplastic striping at work areas only.	1	LS	
33	Place utility marker (SCE) along all trenches per the city of Ontario's standard requirement.	1	LS	
34	Clean up	1	LS	
35	Demobilization	1	LS	
			TOTAL	$1,846,556.00

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Scope of Work: Install 5" conduit and four (4) Jensen precast vaults in public ROW per the attached highlighted SCE plan, Job No. 1888443, sheet 1-4 of 4, dated 01/09/26. Plans not approved for construction. See note #1

Add-Alternates:

1. If requested by the Owner/General Contractor to obtain a design-engineered shoring plan, please add.

   1-LS = $5,800.00

2. If requested by the Owner or General contractor to obtain engineering traffic control plans and submit them for approval, the price is to be determined by the number of plan pages required. Current pricing is limited to 5 sheets.

   1-LS = $9,000.00

3. If required by the city inspector to recess steel plates, please add,

   1-LS = $81,152.00

4. **If required or requested** rent, program, and set up two (2) message boards for 28 calendar days or any portion thereof.

   1-LS = $4,400.00/month

5. If required by the owner or inspector to install traffic loops. Please add $2,850.00 for the first traffic loop and $1,320.00 for every additional traffic loop.

   1-LS = $TBD

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Scope of Work: **Install 5" conduit and four (4) Jensen precast vaults in public ROW per the attached highlighted SCE plan, Job No. 1888443, sheet 1-4 of 4, dated 01/09/26. Plans not approved for construction. See note #1**

Exclusions: Permit Fees; Survey; **Engineered Shoring Plans; Engineered Traffic Control Plans** Compaction Test Technician; meter and pedestal; wires; Removal or Relocation of Existing Utilities; Utility Pole or Overhead Utility Work; Handling or Disposal of Hazardous Waste; Waterproofing; Non-Standard Gray Concrete; Landscaping; Irrigation; Street Light Work; Traffic Signal/Loop Work; **core drilling to building;** Any work or fees associated with proposition 218. Night/Weekend Work; Railroad work; **bollards or protection of bollards; Bus Loop; Message Boards, Advance Construction Notice Sign; Work on Private Property; Full Concrete Panel work; Curb and Gutter Work; Driveway Work; Air Vents; Bus Pad Work; DWP Staging Area; New Street Light Pull Boxes.**

Notes:

1. Price herein is based on **plans not yet approved by the City of Ontario or SCE**. O.L. Development reserves the right to revise scope and/or pricing upon receipt of approved plans.
2. O.L. Development includes in the contract price the services of our experienced office staff. O.L. Development will assist your team with the permitting process, utilizing our contacts with BOE, BSS, BSL, DWP and DOT. O.L. Development brings a proven track record of successfully working to get permit issued AND closed out proving invaluable to our many clients.
3. Upon acceptance of our bid proposal, O.L. Development will obtain any necessary permits ("No Parking" signs, Street Use Permit, Bus Shelter Relocation if needed etc.), and be reimbursed cost +15% (overhead & profit) by owner.
4. Proposal includes 1 mobilization to project to complete entire scope. If project is not ready, or otherwise delayed, for reasons outside of O.L. Developments control, Contractor will be responsible for move in/move out costs at $5,000 per move out/move in\

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5. Traffic control included in this proposal is for standard watch manual setups to complete the work; if engineered traffic control plans and/or DOT approval of traffic plan is required, implementation of those plans is not included and will be performed by others.
6. Owner/ General Contractor to provide a secure storage area for O.L. Development's equipment.
7. This proposal is valid for 30 days and based on a start date of the quoted scope of work within 60 days. Due to fluctuations in material prices, work not contracted within 30 days or started within 60 days will be subject to cost increase.
8. Excavation herein includes haul away of spoils generated by same. Any small rocks encountered will be excavated and hauled away. Large rocks and/or bedrock are unlikely to be encountered but removal of same is excluded from this proposal.
9. Per DWP requirements, all tie-ins to existing structures and/or conduit will be performed by DWP. Excavation of tie-in areas shall be performed by O.L. Development and price of same is included herein.
10. For contaminated dirt, railroad ties, and steel tracks, documentation from certified landfills licenses to accept **"contaminated waste",** will be required by the city of Los Angeles inspector prior to issuing the final acceptance.
11. Owner/General Contractor to provide water and electrical sources and staging area for equipment.
12. Any unforeseen complications due to groundwater intrusion will be subject to a change order.
13. This proposal includes the cost of insurance coverages for general liability ($1M/$2M), auto liability ($1M), and workman's compensation ($1M). Any costs associated with OCIP or coverage above these limits are excluded from this proposal. Cost of same will be determined at contract negotiation and be included in final price.
14. Any and all change orders will incur an additional fee of 0.18% of change order subtotal (Textura fee).

OL DEVELOPMENT
BUILDING LOS ANGELES' FUTURE

4117 E Concours St,
Ontario, CA 91764
Bid Proposal (SCE WO#2) R-1

Date: February 24th, 2026,
To: Adrine Davtyan
Adept Building
From: O.L. Development, Inc.
Page: 7 of 7

Scope of Work: Install 5" conduit and four (4) Jensen precast vaults in public ROW per the attached highlighted SCE plan, Job No. 1888443, sheet 1-4 of 4, dated 01/09/26. Plans not approved for construction. See note #1

15. If O.L. Development is required to supply unconditional progress or final lien waivers for ANY subcontractor or supplier prior to our payment being released by the contractor, 15% will be added to the total contract amount and any subsequent change orders.

בס"ד

Sub-Contractor Signature
Ben Udell, Lead Estimator
O.L. Development, Inc.
Date: 02/24/2026

Owner/GC Signature
Adrine Davtyan
Adept Building
Date: _____

8501 Lankershim Blvd., Sun Valley, CA 91352
Phone: (818)783-9800 Fax: (818)783-9802
www.oldevelopment.net
LIC #870164

American Boring Company Inc.
17130 Van Buren Blvd PMB 570
Riverside, CA 92504 USA
9095283435
www.americanboring.com

Estimate

ADDRESS
Jasper Joseph
Adept Urban
380 Cordova St.
Suite 280
Pasadena, CA 91101

ESTIMATE # 1282
DATE 02/11/2026

PROJECT
WO# 1 Drwg NO 1701312

JOBSITE LOCATION
Ontario Center Parkway

QTY	DESCRIPTION	RATE	AMOUNT
1	Scope Full Turn-Key to install approx. 1308’ of (6) 5", 897’ of (4) 5", 867’ of (2) 5", 1059’ of (1) 5" and 47’ of (6) 4" conduits. Set (3) 7’x14’x8’ Boxes, (3) 10x12 pads with cable trench slot, (1) 5’x10’-6’x7’, (1) 4x6, (1) 7x14x11, (1) 10x12 rotate top slab and (1) 66"x72" pad. Per SCE Preliminary drawing attached to estimate. Work begin at EX Vault V1243. Trench 626’ of (6) 5" form V1243 to V4615, include 372’ of (1) 5" 372’ from V1243 to Cap per plan. Trench 660’ of (6) 5" from V4615 to V4616, include 97’ of (1) 5" from V4615 and 193’ of (2) 5" from V4616 to Cap per plan. Trench 597’ of (4) 5" from V4616 to V4617, include 18’ of (1) 5" form V4617 to POE Trench 300’ of (4) 5" form P4618 to V4617 Trench 470’ of (2) 5" from P4622 to P4618, include (1) 5" from P4618 to POE and 245’ of (1) 5" from P4622 to POE per plan Trench 18’ of (1) 5" from P4621 to P4623 per plan Trench 15" of (1) 5" from P4624 to P4622 Trench (1) 5" from P4622 to POE include 204’ of (2) 5" from P4622 to Cap per plan Trench 22’ of (6) 4" from P4625 to PNL Per plan Trench 25’ of (6) 4" from P4625 to PNL Per plan Inclusions: Private Locate with mapping Sawcut, removal and disposal of all asphalt Dig and remove all dirt material approx. 3200’ of 20" wide trench approx. 60" deep. Supply Dig and set (3) 7x14x8 Boxes per plan Call out #2, #3 and #4 Supply Dig and set (3) 10x12 pads with cable trench slot per plan. Call out #6, #7 and #10 Supply Dig and set (1) 5"x10’-6’x7’ PM per plan. Call out #5 Supply Dig and set (1) 4’x6’ Pad per plan. Call out #9	2,391,507.00	2,391,507.00

QTY	DESCRIPTION	RATE	AMOUNT
	Supply Dig and set (1) 7x14x11 Pad per plan. Call out #8 Supply Dig and set (1) 10x12 pad rotate top slab per plan. Call out #12 Supply Dig and set (1) 66"x72" Pad per plan. Call out #11 Supply all traffic control Per Watch Manual Restoration to all trenches (trench width only no spec at time of bidding) Restoration around all Boxes Lay conduit in all trenching and install all conduit in New Vaults Concrete encase all conduit Slurry backfill all trenches and boxes Supply all steel plates (no recessed plates.) Supply all shoring and shore boxes Supply all conduit material per plan Pothole all "marked" utilities that come into conflict with the Trenching operation.		
1	Contractor to provide: Preliminary and Job Information w/signed estimate (Form attached) Provide Ingress & Egress for Drill and Equipment Survey SWPPP	0.00	0.00
1	American Boring Company to provide: All included in Billing line item. Estimate Valid for 30 days from issue date Labor and equipment necessary to install conduits Traffic Control Construction Water Pothole & Positive ID of existing utilities to be crossed Daily safety meeting Certified payroll Note Contractor to provide Must Receive Preliminary & DIR Information upon acceptance of Estimate Note: Any and all Stand By Time for which is/was out of ABC's Control will be billed by the hour @ $795 per hour	0.00	0.00
1	1. City and Permits fees to be paid by ownership 2. Shop drawings 3. Arborist / tree trimming 4. Demo of any kind unless otherwise noted 5. Traffic control plan 6. Hard rock or slurry excavation 7. Trench excavation depth not to exceed 9' 8. Dewatering 9. Asbestos removal 12. Relocation of conflicting existing utilities 13. Abandonment of existing utilities 14. Hazardous soils removal 15. Planting / landscaping 16. Survey 17. Night and weekend work 18. Quality control 19. Unsuitable soils conditions 20. Third Party Testing and Inspection 21. Performance and payment bonding 25. More than one test per utility 26. SWPPP 28. Unforeseen conditions 29. Dust control / water truck 30. Anything not in the itemized scope of work above	0.00	0.00
1	EXCLUSIONS: This Estimate DOES NOT include the following unless specifically set forth in the Estimate: (a) engineering, bonds, any additional COI, additional insurance coverage and or endorsements.etc) surveying, soils testing, special bedding, de-watering, or drilling and blasting; (b) storm water management or erosion control; (c)construction water and metering; (d) traffic control, permits, plans or equipment; (e) restoration of asphalt, concrete, or landscaping; (f) additional cleaning of conduit after installation and verification of cleaning by ABC; (g) excavation, removal, haul, backfill, or restoration of any work or access areas; (h) relocation of utilities or structures; (i) tunnel shoring; (j) identification, investigation, removal, remediation, or disposal of any hazardous or contaminated materials; (k) any additional costs to comply with wage or labor requirements that differ from or exceed requirements of ABC's Local 1184 labor union agreement (such as project labor agreements, disadvantaged workforce programs, apprenticeship	0.00	0.00

QTY	DESCRIPTION	RATE	AMOUNT
	requirements, etc). UNDERGROUND STRUCTURES AND UTILITIES: Customer shall locate all underground structures, utilities, or other facilities prior to ABC's arrival on site. Customer agrees to indemnify, defend, and hold ABC and its insurance company harmless from any liability, claim, damage, cost, or expense due to Customer's failure to properly locate all underground structures and utilities, including any costs incurred by ABC as a result of any delays. CHANGE OF CONDITIONS: This Estimate is based on information provided by Customer relating to the project underground conditions. In the event conditions are encountered that were not anticipated (e.g., rock, cobble, debris, unidentified objects, hazardous waste, etc.) and such conditions cause an increase in the cost or the time required for performance, Customer shall compensate ABC for all additional costs based on time and materials. ACCEPTANCE-AGREEMENT: Customer's signature on this Estimate OR ABC's commencement of work based upon verbal or written authorization from Customer, whichever occurs first, shall be deemed an effective mode of acceptance of this Estimate, which shall become a binding agreement upon acceptance. Any acceptance of this Estimate is limited to acceptance of the express terms contained herein, and any modifications are rejected. CHANGES: ABC shall have no duty to perform any changes without a written Extra Work Authorization form, signed by Customer. If any directive by the Customer changes ABC's scope of work; or if any other event outside the control of ABC occurs that changes the circumstances of performance, which directive or change causes an increase in the cost or the time required for performance, Customer shall compensate ABC for all additional costs based on time and materials. PRELIMINARY NOTICE & LIEN RIGHTS: Customer acknowledges that Contractor may file a Preliminary Notice at the start of the project as required by law to preserve lien rights. Invoices are due per the payment terms stated. Any invoice not paid when due may result in a mechanics lien and/or Stop Notice being recorded against the property in accordance with applicable state law. Customer agrees to be responsible for all costs associated with collection, including lien filing fees, legal fees, and interest where permitted by law. PAYMENT: Payment for all services shall be made no later than thirty (30) days from the date of invoice. Invoices shall not be subject to retainage unless specifically agreed to in writing by American Boring Company. All delinquent payments shall accrue interest at the rate of 1% per month until paid in full. "Prices have been based on a minimum estimated amount of footages; if the actual work performed is reduced by 20% or more, for whatever reason, ABC reserves the right to increase it's per footage prices."		
1	FORCE MAJEURE: ABC may delay or suspend performance occasioned by any causes beyond its control, which causes shall excuse ABC from performance for the duration of the force majeure event. LIMITED WARRANTY: For a period of one year from substantial completion of the work performed under this agreement, ABC warrants	0.00	0.00

QTY	DESCRIPTION	RATE	AMOUNT

that its work shall be free from defects in workmanship only. ABC makes no warranties with respect to materials or products, and Customer shall look to the material or products manufacturer(s) for all damages caused by defects in materials or products. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED.

INDEMNIFICATION: Subject to any limitations under applicable law, Customer shall defend, indemnify and hold harmless ABC against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any act or omission of Customer, its agents, employees or contractors.

TERMINATION FOR DEFAULT: ABC may terminate this agreement for cause in the event of any default by Customer or if Customer fails to comply with any of the terms and conditions of this agreement, if Customer fails to cure the default within three (3) days' notice from ABC. Nonpayment shall be considered a material default of the agreement. In the event of termination, ABC shall not be liable to Customer for any amount, Customer shall be liable to ABC for any and all damages sustained by reason of the default.

LIMITATION ON LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS. In no event shall ABC be liable for liquidated damages, loss of anticipated profits, loss of financing, impairment of bonding capacity or for any consequential damages. ABC shall not be liable for penalties of any description.

SEVERABILITY: If any provision hereof shall be found to be inoperable or in violation of any law or regulation, only that provision shall be stricken from this order and the remainder of the order shall be affected.

GOVERNING LAW: The laws of the state of California shall govern this agreement and the right and the obligations of the parties hereunder, and the venue of any action brought hereunder shall be in the Superior Court, County of Riverside, State of California. ABC shall be entitled to recover all costs incurred to collect amounts due under this agreement, including ABC's court costs, attorney's fees and other expenses.

RETENTION:: Under no circumstances is retention to be withheld on contracts less than $30,000.00 To the extent that retention's are withheld, release of retention shall be within ninety (90) days from completion of ABC's work (not to be held for the completion of the overall project)

Thank you for your business! We accept credit cards for invoices under $5,000, ACH payments, and checks can be sent to 17130 Van Buren Blvd Ste 570, Riverside CA 92504 *CHECKS MUST BE MADE OUT TO AMERICAN BORING COMPANY, INC.*
Please review the attached estimate in its entirety. Included is the scope of work being estimated (anything not listed is not included). Feel free to contact us if you have any questions.

Scheduling WILL NOT be confirmed until the estimate

TOTAL **$2,391,507.00**

has been reviewed and approved using the link provided and the project's Preliminary information is received.(Preliminary Sheet attached)

We thank you for the opportunity and look forward to working with you.
American Boring Company Inc

Accepted By

Accepted Date

American Boring Company Inc.
17130 Van Buren Blvd PMB 570
Riverside, CA 92504 USA
9095283435
www.americanboring.com

Estimate

ADDRESS
Jasper Joseph
Adept Urban
380 Cordova St.
Suite 280
Pasadena, CA 91101

ESTIMATE # 1281
DATE 02/11/2026

PROJECT
WO# 2 Job # 188843

JOBSITE LOCATION
Ontario, Ca.

QTY	DESCRIPTION	RATE	AMOUNT
1	Scope Full Turn-Key to install approx. 2700' of (4) 5" conduit and set (4) 7'x14'x8' Boxes. Per SCE Preliminary drawing attached to estimate. Work Beginning at EX Vault V1243 Trench out 437' with (4) 5" conduit to New Vault V00004. Trench from New V0004 to New vault V0003 678' of (4) 5" conduits. Trench from New V0003 to New Vault V0002 647' of (4) 5" conduits. Trench from New V0002 to New Vault V0001 674' of (4) 5" conduits. Trench from New V0001 to Existing conduits at end of work 567' of (4) 5" conduits Inclusions: Private Locate with mapping Sawcut, removal and disposal of all asphalt Dig and remove all dirt material 2700' of 20" wide trench approx. 60" deep. Dig and set (4) 7x14x8 Boxes per plan Supply (4) 7x14x8 boxes Supply all traffic control Per Watch Manual Restoration to all trenches (trench width only no spec at time of bidding) Restoration around all Boxes Lay conduit in all trenching and install all conduit in New Vaults Concrete encase all conduit Slurry backfill all trench's and boxes Supply all steel plates (no recessed plates. Only Intersections.4th and 6th St.) Supply all shoring and shore boxes Supply all conduit material per plan Pothole all "marked" utilities that come into conflict with the Trenching operation.	2,012,567.00	2,012,567.00
1	Contractor to provide: Preliminary and Job Information w/signed estimate (Form attached) Provide Ingress & Egress for Drill and Equipment Survey	0.00	0.00

QTY	DESCRIPTION	RATE	AMOUNT
	SWPPP		
1	American Boring Company to provide: All included in Billing line item. Estimate Valid for 30 days from issue date Labor and equipment necessary to install conduits Traffic Control Construction Water Pothole & Positive ID of existing utilities to be crossed Daily safety meeting Certified payroll Note Contractor to provide Must Receive Preliminary & DIR Information upon acceptance of Estimate Note: Any and all Stand By Time for which is/was out of ABC's Control will be billed by the hour @ $795 per hour	0.00	0.00
1	1. City and Permits fees to be paid by ownership 2. Shop drawings 3. Arborist / tree trimming 4. Demo of any kind unless otherwise noted 5. Traffic control plan 6. Hard rock or slurry excavation 7. Trench excavation depth not to exceed 9' 8. Dewatering 9. Asbestos removal 12. Relocation of conflicting existing utilities 13. Abandonment of existing utilities 14. Hazardous soils removal 15. Planting / landscaping 16. Survey 17. Night and weekend work 18. Quality control 19. Unsuitable soils conditions 20. Third Party Testing and Inspection 21. Performance and payment bonding 25. More than one test per utility 26. SWPPP 28. Unforeseen conditions 29. Dust control / water truck 30. Anything not in the itemized scope of work above	0.00	0.00
1	EXCLUSIONS: This Estimate DOES NOT include the following unless specifically set forth in the Estimate: (a) engineering, bonds, any additional COI, additional insurance coverage and or endorsements.etc) surveying, soils testing, special bedding, de-watering, or drilling and blasting; (b) storm water management or erosion control; (c)construction water and metering; (d) traffic control, permits, plans or equipment; (e) restoration of asphalt, concrete, or landscaping; (f) additional cleaning of conduit after installation and verification of cleaning by ABC; (g) excavation, removal, haul, backfill, or restoration of any work or access areas; (h) relocation of utilities or structures; (i) tunnel shoring; (j) identification, investigation, removal, remediation, or disposal of any hazardous or contaminated materials; (k) any additional costs to comply with wage or labor requirements that differ from or exceed requirements of ABC's Local 1184 labor union agreement (such as project labor agreements, disadvantaged workforce programs, apprenticeship requirements, etc). UNDERGROUND STRUCTURES AND UTILITIES: Customer shall locate all underground structures, utilities, or other facilities prior to ABC's arrival on site. Customer agrees to indemnify, defend, and hold ABC and its insurance company harmless from any liability, claim, damage, cost, or expense due to Customer's failure to properly locate all underground structures and utilities, including any costs incurred by ABC as a result of any delays. CHANGE OF CONDITIONS: This Estimate is based on information provided by Customer relating to the project underground conditions. In the event conditions are encountered that were not anticipated (e.g., rock, cobble, debris, unidentified objects, hazardous waste, etc.) and such conditions cause an increase in the cost or the time required for performance, Customer shall compensate ABC for all additional costs based on time and materials.	0.00	0.00

QTY	DESCRIPTION	RATE	AMOUNT
	ACCEPTANCE-AGREEMENT: Customer's signature on this Estimate OR ABC's commencement of work based upon verbal or written authorization from Customer, whichever occurs first, shall be deemed an effective mode of acceptance of this Estimate, which shall become a binding agreement upon acceptance. Any acceptance of this Estimate is limited to acceptance of the express terms contained herein, and any modifications are rejected. CHANGES: ABC shall have no duty to perform any changes without a written Extra Work Authorization form, signed by Customer. If any directive by the Customer changes ABC's scope of work; or if any other event outside the control of ABC occurs that changes the circumstances of performance, which directive or change causes an increase in the cost or the time required for performance, Customer shall compensate ABC for all additional costs based on time and materials. PRELIMINARY NOTICE & LIEN RIGHTS: Customer acknowledges that Contractor may file a Preliminary Notice at the start of the project as required by law to preserve lien rights. Invoices are due per the payment terms stated. Any invoice not paid when due may result in a mechanics lien and/or Stop Notice being recorded against the property in accordance with applicable state law. Customer agrees to be responsible for all costs associated with collection, including lien filing fees, legal fees, and interest where permitted by law. PAYMENT: Payment for all services shall be made no later than thirty (30) days from the date of invoice. Invoices shall not be subject to retainage unless specifically agreed to in writing by American Boring Company. All delinquent payments shall accrue interest at the rate of 1% per month until paid in full. "Prices have been based on a minimum estimated amount of footages; if the actual work performed is reduced by 20% or more, for whatever reason, ABC reserves the right to increase it's per footage prices."		
1	FORCE MAJEURE: ABC may delay or suspend performance occasioned by any causes beyond its control, which causes shall excuse ABC from performance for the duration of the force majeure event. LIMITED WARRANTY: For a period of one year from substantial completion of the work performed under this agreement, ABC warrants that its work shall be free from defects in workmanship only. ABC makes no warranties with respect to materials or products, and Customer shall look to the material or products manufacturer(s) for all damages caused by defects in materials or products. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED. INDEMNIFICATION: Subject to any limitations under applicable law, Customer shall defend, indemnify and hold harmless ABC against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any act or omission of Customer, its agents, employees or contractors. TERMINATION FOR DEFAULT: ABC may terminate this agreement for cause in the event of any default by Customer or if Customer fails to comply with any of the terms and conditions of this agreement, if Customer fails to cure the default within three (3) days' notice from ABC. Nonpayment shall be considered a material default of the agreement. In the event of termination, ABC shall not be liable to Customer for any	0.00	0.00

QTY	DESCRIPTION	RATE	AMOUNT

amount, Customer shall be liable to ABC for any and all damages sustained by reason of the default.

LIMITATION ON LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS. In no event shall ABC be liable for liquidated damages, loss of anticipated profits, loss of financing, impairment of bonding capacity or for any consequential damages. ABC shall not be liable for penalties of any description.

SEVERABILITY: If any provision hereof shall be found to be inoperable or in violation of any law or regulation, only that provision shall be stricken from this order and the remainder of the order shall be affected.

GOVERNING LAW: The laws of the state of California shall govern this agreement and the right and the obligations of the parties hereunder, and the venue of any action brought hereunder shall be in the Superior Court, County of Riverside, State of California. ABC shall be entitled to recover all costs incurred to collect amounts due under this agreement, including ABC's court costs, attorney's fees and other expenses.

RETENTION:: Under no circumstances is retention to be withheld on contracts less than $30,000.00 To the extent that retention's are withheld, release of retention shall be within ninety (90) days from completion of ABC's work (not to be held for the completion of the overall project)

Thank you for your business! We accept credit cards for invoices under $5,000, ACH payments, and checks can be sent to 17130 Van Buren Blvd Ste 570, Riverside CA 92504 *CHECKS MUST BE MADE OUT TO AMERICAN BORING COMPANY, INC.*
Please review the attached estimate in its entirety. Included is the scope of work being estimated (anything not listed is not included). Feel free to contact us if you have any questions.

Scheduling WILL NOT be confirmed until the estimate has been reviewed and approved using the link provided and the project's Preliminary information is received.(Preliminary Sheet attached)

We thank you for the opportunity and look forward to working with you.
American Boring Company Inc

TOTAL **$2,012,567.00**

Accepted By

Accepted Date

306-N West El Norte Pkwy #463 Escondido CA. 92026
858.336.8955 | www.royalgroup.com
Licence #: 985115 | DUNS: 079456368 | Cage: 75NP5

Project Name: *4131 CONCOURS ST, ONTARIO, CA*
Client Information: *ADEPT URBAN DEVELOPMENT*

PROPOSAL

	Qty	Price	Units	Total
WORK ORDER 1 - 3,155 LF SCE CONDUIT	1	$2,157,662.00	LS	$2,157,662.00
Provide labor/equipment to excavate and place the following conduit counts, lengths, and sizes: 179 LF of 1 -5" conduit 88 LF of 2 - 5" conduits 542 LF of 3 - 5" conduits w/encasement 897 LF of 4 - 5" conduits w/encasement 302 LF of 6 - 5" conduits w/encasement 910 LF of 7 - 5" conduits w/encasement 190 LF of 8 - 5" conduits w/encasement 47 LF of 6 - 4" conduits encasement (secondary)				
WORK ORDER 1 - SCE STRUCTURES				
Excavate to place the following SCE structures:				
7' X 14' X 8' Vault	3	$120,000.00	EA	$360,000.00
5' X 10' 6" X 7' Manhole	1	$80,000.00	EA	$80,000.00
7' x 14' x 11' Vault	1	$130,000.00	EA	$130,000.00
10' x 12' Slab	4	$25,000.00	EA	$100,000.00
4' x 6' PME -5	1	$14,000.00	EA	$14,000.00
66" x 72" Pad	1	$4,900.00	EA	$4,900.00
Cable Trenches - 32' Includes forming, pouring in place cable trenches and diamond plate covers as described in the drawings provided.	1	$96,000.00	LS	$96,000.00
WORK ORDER 2 - 3,003 LF SCE CONDUIT	1	$2,606,604.00	LS	$2,606,604.00
Provide labor/equipment to excavate and place the following conduit counts, lengths, and sizes: 3,003 LF of 4 - 5" conduits w/encasement				
WORK ORDER 2 - SCE STRUCTURES				
Excavte to place the following SCE structures:				
7' x 14' x 8' Vault	4	$120,000.00	EA	$480,000.00
PROJECT INCLUSIONS/EXCLUSIONS				
Includes labor/equipment, conduit, encasement, all structures listed in SOW, aggregate base for backfill compacted in lifts, necessary shoring and steel plates, traffic control, *asphalt restoration, the removal/disposal of all excess debris/spoils from our stated SOW only, and native backfill compacted in lifts for onsite property.				

306-N West El Norte Pkwy #463 Escondido CA. 92026
858.336.8955 | www.rovalgroup.com
Licence #: 985115 | DUNS: 079456368 | Cage: 75NP5

Project Name: *4131 CONCOURS ST, ONTARIO, CA*
Client Information: *ADEPT URBAN DEVELOPMENT*

PROPOSAL

	Qty	Price	Units	Total

PROJECT INCLUSIONS/EXCLUSIONS - CONTINUED

Excludes night/weekend work, cable placement or splicing of any kind, permits/permit fees of any type, compaction testing if required, surveying of any kind, disposal of spoils if deemed contaminated, dewatering, venting for vaults (venting not shown on drawings), onsite property hardscape restoration.

Please note this is a Prevailing Wage project.

Total **$6,029,166.00**

CLARIFICATIONS

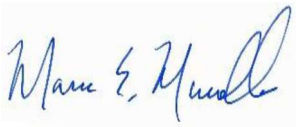
1. This proposal is valid for (30) days from the above date after which time ROVAL group reserves the right to modify the proposal for any adjustments in materials cost. Any price increase will be passed on to the client. All surcharges/price increases accessed by material suppliers, subcontractors and trucking shall be billed at cost plus 15% contractor's fee.
2. Traffic control includes standard roll-up signs (6 each), set up and take down. If flaggers or a pilot car are required, this will be an additional cost. Traffic control plan are additional costs and not included unless noted in the Scope of Work.
3. This quotation is based on award of all items as proposed, adding or removing items of work will require a cost adjustment.
4. This proposal is subject to the condition that all its items are to be incorporated into any subsequent contract between Owner, Contractor and ROVAL Group and shall take precedence to any conflicting contract clauses. Owner's and Contractor's acceptance of the terms of this proposal will be evidenced by a signed contract by the Owner/Contractor.
5. Items not specifically mentioned are to be considered excluded from the scope of Work.
6. This proposal is subject to increase due to fuel and energy volatility based on market values. All surcharges/price increases accessed by material suppliers, subcontractors and trucking shall be billed at cost plus 15% contractor's fee.
7. Proposition 65 Notice: The following applies to California only: products used in the above scope of work contain chemicals known to the State a/California to cause cancer, birth defects or other reproductive harm.
8. Payment in full upon completion of work with monthly progress payments or based upon an agreed schedule of values.
9. The proposal price is subject to review of approved plans.
10. Quotation is based on work shown on the noted drawings unless otherwise stated. In case of a discrepancy between other drawings and noted drawings then the noted shall govern.
11. The earthwork is to balance. No import, export or over-excavation is included. All spoils to remain on site. No re-grading or fine grading to subgrade is included in our price. Stripping's and oversized rock are to be stockpiled during our initial grading. Any re-handling or redistribution shall be by others.
12. Rock clause: Excavation for underground trenching of soil or rock which cannot be removed with normal equipment is excluded and all such work shall be done on a time and materials basis.
13. All underground work to within 5 LF of building foundations or structures, connection by others.
15. Work shall be accomplished per a mutually agreed upon schedule, weather and ground conditions permitting, during normal daytime working shifts 8-hour days, 40 hours/week (M-F). with conventional equipment and crews. Any special phasing or splitting of work will be at an extra cost. If overtime is required, then Owner/General Contractor shall compensate the cost-plus contractors fee.
16. Dust control and public safety for our work only while on site.
17. Proposal is based on one move-on to complete the entire quoted operation. Any additional move-on will be at extra cost.
18. If required, overhead and profit markup for any extra work or change orders will be a minimum of 15%. A labor and equipment list will be provided at the beginning of the project upon request.
19. ROVAL Group is not signatory with any labor organization and shall not, by virtue of execution of any subcontract agreement with General Contractor, become bound to any provisions of any collective bargaining agreement with any labor organization for any purpose.
20. The exclusions. special conditions and/or clarifications in this proposal shall apply to all addenda and alternates and shall be included in all contract documents.

EXCLUSIONS

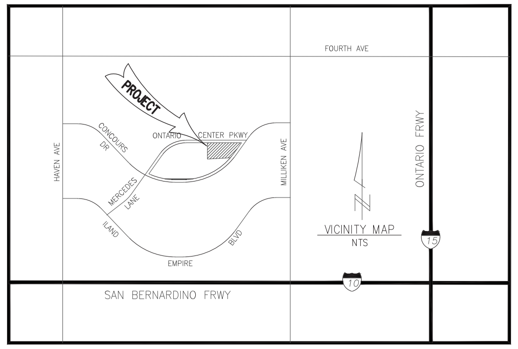
1. All fees, permits, permit fees, bonds, engineering, staking/surveying, testing, and inspections, or related inspection fees. Assessments and charges required by public entities.
2. Liquidated or actual damages.
3. No allowance for specialized work or phasing of work required to prosecute work when abnormal conditions exist or result because of weather and/or unknown conditions.
4. De-watering, over-excavation, re-compaction. removal, replacement or processing of soil that is loose, oversaturated, contaminated or otherwise unsuitable for compaction.
5. This proposal excludes all costs and responsibility for permits, surveys, identification, handling and/or remediation of asbestos and/or hazardous materials, known or unknown, identified under the Federal Comprehensive, Environmental Response, Compensation and liability Act of 1980 (CERCLA). This exclusion shall also apply to all other existing and/or proposed federal, state, county or local regulations that apply to hazardous materials. The owner is responsible to ensure the site is free of hazardous materials prior to the start of work by ROVAL Group. Costs resulting from delays, de-mobilization / re-mobilization and/or lost production will be paid as additional work.
6. Removal, relocation and/or demolition of all underground obstructions, pavements or utilities unless otherwise noted in scope of work including but not limited to storm, sewer. water, footings. poles, vaults, boxes, pipe, conduit, tanks, wells, etc. Repair or replacement of any utilities or other objects placed by others at elevations above the excavation or scarifying plane required by the plans and/or specifications.
7. Grading for other's concrete. Fine grading or placement of aggregate for asphalt, concrete walks, slabs or pads unless otherwise noted in scope of work.
8. Temporary fire/construction access roads, lime treatment and hydroseeding unless otherwise stated in scope of work.
9. Handling, hauling and removal of spoils.
10. Finish grading at landscaping, landscape mounds, topsoil and soil amendments.
11. Protection of plant and/or tree growth and/or existing structures. Replacement of landscape or irrigation damaged within the limits of new construction. Tree fencing, hand digging, tree pruning, aeration system, root barrier, header board installment. Employment of an arborist, or any other work associated with protection of existing trees, plants or irrigation systems.
12. SWPPP, QSD, QSP, erosion control installation, monitoring and maintenance.
13. Site fixtures and retaining walls unless otherwise stated in scope of work.
14. All water proofing and/or lining of any type.
15. Seal coat, soil sterilant, prime coat, asphalt handicap ramps or speed bumps, striping, red curb painting and lettering, marking, placement and/or relocation of signage unless otherwise noted.

16. Damages to existing asphalt. slurry or concrete.
17. Construction Water.
18. Interior Liners on Manholes
19. Abestos Certified Person and Demo of Abestos Pipe

We appreciate your business and do not hesitate to call with any questions.

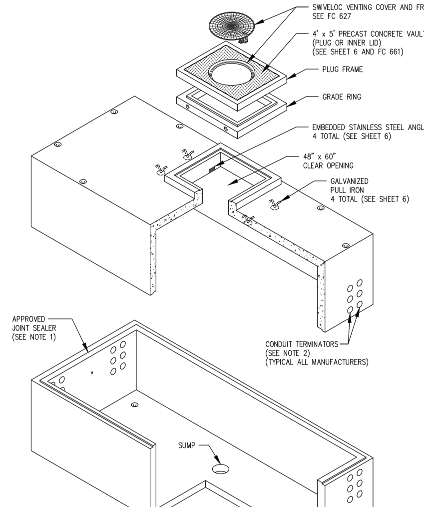


Marco Murallo
President
(858) 336-8955



VICINITY MAP
NTS

PRECAST TUB-TYPE VAULTS WITH COVER RESTRAINTS
SEE UGS VA 410



NOTE(S):
1. SEE GI 030
2. SEE CD 142

D60: Rev. 06/08/20

LEGEND CODE DEFINITIONS

CI – CUSTOMER/CONTRACTOR INSTALLED: MATERIALS FURNISHED AND INSTALLED BY APPLICANT AT EDISON'S EXPENSE AND ARE DEEDED TO EDISON. (EXCEPTION: STREET LIGHT ELECTROLIERS WILL BE INSTALLED BY EDISON'S CONTRACTOR.)

CO – CUSTOMER OWNED: MATERIALS FURNISHED, INSTALLED, OWNED, AND MAINTAINED BY APPLICANT.

CF – CUSTOMER FURNISHED: MATERIALS FURNISHED AND INSTALLED BY APPLICANT AT APPLICANT'S EXPENSE THAT ARE DEEDED TO EDISON.

IN – INSTALL: MATERIALS FURNISHED AND INSTALLED BY APPLICANT IF APPLICANT INSTALLED PROJECT OR BY EDISON IF EDISON INSTALLED PROJECT. (EXCEPTION: FOR AN APPLICANT INSTALLED LINE EXTENSION. STATION NOS.________ HAVING AN ASTERISK ADJACENT TO AN "IN" LEGEND CODE REPRESENTS MATERIALS TO BE PROVIDED BY APPLICANT AND INSTALLED BY EDISON IN ALL CASES. REFER TO DPB 8258. PROJECT MATERIAL LIST BY ASSEMBLY WITHIN A STATION.)

RM – REMOVE: MATERIALS REMOVED BY EDISON.

MI – MEMO INSTALLED: SAME AS IN/INSTALL.

MR – MEMO REMOVED: MATERIALS REMOVED BY EDISON.

SI – SHOO-FLY INSTALLED: MATERIALS FURNISHED AND INSTALLED BY EDISON FOR TEMPORARY CONSTRUCTION.

SR – SHOO-FLY REMOVED: MATERIALS REMOVED BY EDISON FOR TEMPORARY CONSTRUCTION.

TR – TRANSFER: EDISON LABOR REQUIRED TO TRANSFER EXISTING FACILITIES.

D31: 03/22/24

LEGEND OF CONDUIT SYMBOLS
(CONVENTIONAL U.G.)

EDISON
NO. CONDUIT REQ'D – LEGEND CODE – RUN NO. – CF – SIZE OF CONDUIT – LENGTH OF CONDUIT RUN

STREET LIGHT
NO. CONDUIT REQ'D – LEGEND CODE – RUN NO. – CF – SIZE OF CONDUIT – LENGTH OF CONDUIT RUN

EDISON
NO. CONDUIT REQ'D – REFERENCE RUN NO. – MEMO – SIZE OF CONDUIT – DENOTES CONDUIT RUN CONTINUATION FOR CONSTRUCTION INFORMATION

STREET LIGHT
NO. CONDUIT REQ'D – REFERENCE RUN NO. – MEMO – SIZE OF CONDUIT – DENOTES CONDUIT RUN CONTINUATION FOR CONSTRUCTION INFORMATION

ANY OF THE ABOVE SYMBOLS FOLLOWED BY A (NOT TO SCALE) ✕ DENOTES THE FOLLOWING:

DB CONDUIT WITHOUT ENCASEMENT IS ACCEPTABLE FOR PORTIONS OF TRENCH WITH ONLY ONE OR TWO CONDUITS.

SEMI-ENCASEMENT IS REQUIRED FOR PORTIONS OF TRENCH WITH ONLY THREE OR FOUR CONDUITS

FULL ENCASEMENT IS REQUIRED FOR PORTIONS OF THE TRENCH WITH MORE THAN FOUR CONDUITS.

D18:03/22/24

RUN NUMBER CALL-OUTS AS FOLLOWS:

- (1) – (199) MAINLINE CONDUIT
- (200) – (599) SERVICE CONDUIT
- (600) – (799) STREET LIGHT CONDUIT

D84: 03/22/24

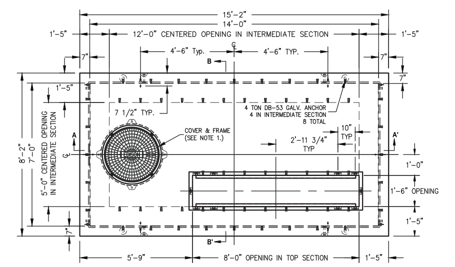
LEGEND OF DRAFTING SYMBOLS
NOT TO SCALE

TRENCH
- EDISON CONDUIT (DIST. & SL)
- CUST. OWNED CONDUIT
- RESIDENTIAL SERVICE CABLE
- E EXISTING CONDUIT

STRUCTURES
- ⊞ VAULT
- ⊕ MANHOLE
- ⊞ PME 3-5
- ⊞ PME 6-12
- ⊞ PULL BOX
- ▫ HANDHOLE
- ⊞ SOE
- ⊞ PAD
- ⊞ 4'x4' BURD SWITCH ENCLOSURE
- ⊕ 36" BURD SWITCH ENCLOSURE
- ⊕ BURD TRANSFORMER ENCLOSURE
- ○ STREET LIGHT ELECTROLIER
- ▨ C/I METER PANEL
- ● FIRE HYDRANT

D128: 03/22/24

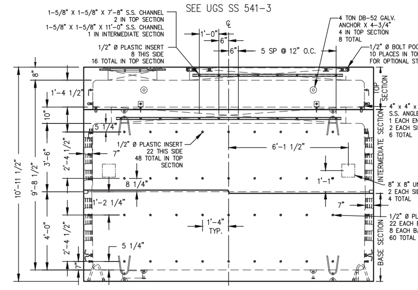
7' X 14' X 11' TUB-STYLE STRUCTURE WITH MODULAR TOP TYPE I
7' X 14' X 11' PRECAST TUB-STYLE STRUCTURE WITH MODULAR TOP TYPE I FOR 4, 5, & 6-WAY GAS
SEE UGS SS 541-1



PLAN VIEW
TOP & INTERMEDIATE SECTIONS

NOTES:
1. COMPOSITE MANHOLE COVER MAY BE USED FOR REPLACEMENT (SAP 10205271).

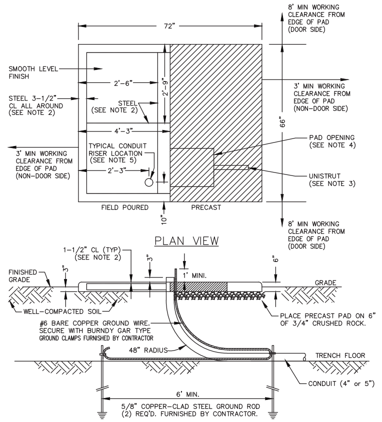
7' X 14' X 11' TUB-STYLE STRUCTURE WITH MODULAR TOP TYPE I
SEE UGS SS 541-3



VIEW A-A
OPPOSITE SIDE SIMILAR

D67: Rev. 02/12/21

PAD FOR SURFACE-MOUNTED CAPACITOR CABINET
3-WIRE OR 4-WIRE SYSTEMS
PRECAST AND POURED FIELD CONSTRUCTION
SEE UGS SS 520



NOTE:
1. POURED PAD CONCRETE TO BE 3000 PSI (MINIMUM) AT 28 DAYS.
2. POURED PAD REINFORCING STEEL TO BE NO. 4 BARS INSTALLED IN DOUBLE NET. PERIMETER BARS TO BE CONTINUOUS (8" MINIMUM LAP OR WELD).
3. SEE UGS SS 504 FOR PRECAST PAD DETAILS (PAD NO. 2). UNISTRUT ONLY REQUIRED FOR PRECAST PADS.
4. PRECAST PAD OPENING SHALL BE FILLED WITH A MINIMUM OF 3" REDI-CRETE MORTAR (OR EQUIVALENT).
5. CONDUIT RISER SHALL BE LOCATED TO THE DIMENSIONS ON THE PLAN VIEW DRAWING.
6. FOR " UNDERGROUND WYE " 3-WIRE/4-WIRE PAD MOUNTED CAPACITORS, SEE DUG UC 120.
7. SEE UGS AC 703 FOR APPROVED GROUNDING MATERIAL MANUFACTURERS.
8. A WORKING CLEARANCE OF 8 FEET MINIMUM ON DOOR SIDE OF PAD-MOUNTED CABINET DOORS, AND 3 FEET ON EACH SIDE, WILL BE KEPT AS CLEARANCES FOR THE RETAINING WALL.

D57: REV. 05/09/13

LIST OF MATERIALS
[EDISON CO.]

SEE UGS SECTION INDEX
FOR REFERENCE DRAWINGS

QTY.	UNIT	DESCRIPTION	SIZE	ITEM NO.	REF DWG.	REV. DATE
3	EACH	VAULT	7'x 14'x 8'	V714		
3	EACH	VAULT COVER (TRAFFIC)	4'x 5'			
3	EACH	LADDER	AS REQUIRED			
1	EACH	PAD (MODULAR TOP TYPE I)	7'x 14'x 11'			
4	EACH	SLAB BOX	10'x 12'	SB-3		
1	EACH	PAD	72"x 66"	P-2		
1	EACH	PMH	4'x 6'	PH-5		

NOTES:
1. FOOTAGE QUANTITIES ARE APPROXIMATE.
2. WHERE REFERENCE IS TO AN ITEM NOT DETAILED, SEE SEPARATE DESCRIPTION LIST.
3. THIS LIST PROVIDES A SUMMARY OF MAJOR ITEMS.

CONCRETE PRODUCTS

PRECAST CONCRETE ITEM COMPLETE WITH NECK, COVER AND INSERTS MAY BE OBTAINED FROM ANY OF THE FOLLOWING LISTED AND APPROVED MANUFACTURERS:

JENSEN PRECAST
14221 SAN BERNARDINO AVE
FONTANA, CA 92335
(909) 350-4111
(800) 257-6100

OLDCASTLE PRECAST
10650 HEMLOCK AVE.
FONTANA, CA 92337
(909) 428-3700
(800) 626-3860

FOR HANDHOLE AND PULLBOX MANUFACTURERS, SEE UGS HP 200.

PLASTIC PRODUCTS

PLASTIC STRUCTURES SHOWN ON THIS DRAWING ARE AVAILABLE FROM ONE OR MORE OF THE FOLLOWING COMPANIES.

ARMORCAST PRODUCTS CO.
13230 SATICOY ST,
NORTH HOLLYWOOD, CA 91605
(818) 982-3600

ASSOCIATES PLASTICS, INC.
2626 KANSAS AVE
RIVERSIDE, CA 92507
(909) 787-0600

BROOKS PRODUCTS, INC.
1850 PARCO AVE
ONTARIO, CA 91761
(909) 947-7470

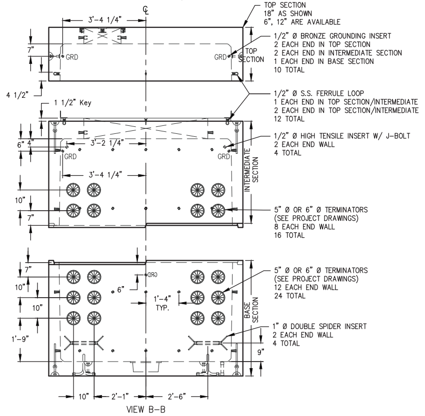
CARSON INDUSTRIES, INC.
1925 "A" ST
LA VERNE, CA 91750
(909) 596-1988

CDR SYSTEMS CORP.
533 N. NOVA RD, SUITE 208
ORMOND BEACH, FL 32174
(800) 929-8207

QUAZITE CORP.
615 NORTH KING RD
SAN JOSE, CA 95133
(408) 923-5333
(310) 225-5500

D04C: 12/12/24

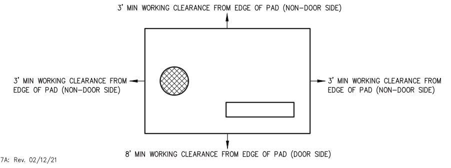
7' X 14' X 11' TUB-STYLE STRUCTURE WITH MODULAR TOP TYPE I
SEE UGS SS 541-4



VIEW B-B
OPPOSITE SIDE SIMILAR

D67A: Rev. 02/12/21

7' X 14' X 11' TUB-STYLE STRUCTURE WITH MODULAR TOP TYPE I WORKING CLEARANCES
SEE UGS SS 541-5



4' X 6' PAD WITH 2'-6" X 4' BOX
FOR PME-3, PME-4, AND PME-5 SWITCHGEAR
SEE UGS SS 591

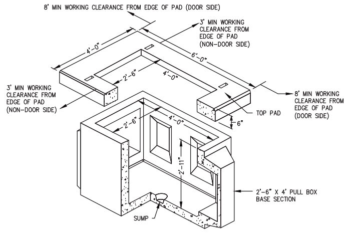


TABLE SS 591-1: PRECAST CONCRETE MANUFACTURERS' REFERENCE NUMBERS

NOMINAL SIZE	JENSEN PRECAST	OLDCASTLE INFRASTRUCTURE
4' X 6' WITH 2'-6" X 4' BOX	K3048-PUV36-11	ED-264-30-PMH-5

1.0 EXCAVATION SIZE:
MINIMUM EXCAVATION FOR PULL BOX WILL BE 46" X 83" X DEPTH TO SUIT JOB. INSTALLING CONTRACTOR WILL PROVIDE GRADE RINGS (6" MINIMUM NECESSARY IN ORDER TO MAINTAIN COVER OVER CONDUITS PER SCE REQUIREMENTS OR PERMIT AGENCY/REQUIREMENTS, WHICHEVER IS GREATER. BACKFILL WILL BE WELL COMPACTED TO PREVENT SUBSIDENCE.

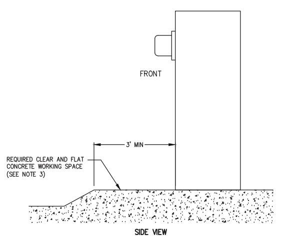
2.0 UGS REFERENCES:
AC 700 GROUND ROD – GROUND WIRES
AC 703 GROUNDING MATERIALS
MC 830 PROTECTION BARRIERS

3.0 REFERENCE DRAWING:
5227040-0: EQUIPMENT SLAB BOX 4' X 6' PAD W/2'-6" X 4' PULLBOX FOR PMH-5 SWITCHGEAR.

4.0 INSTALLATION NOTES:
4.1 PAD AND PULLBOX WILL BE SET LEVEL. PULLBOX WILL BE PLACED ON 6" (MINIMUM) COMPACTED ROCK BASE TO ENSURE UNIFORM DISTRIBUTION OF SOIL PRESSURE IN FLOOR.
4.2 MASTIC SEALANT IS REQUIRED AT JOINTS.
4.3 TOP SURFACE OF PAD WILL BE SET 3" ABOVE FINISHED GRADE.
4.4 ONE GROUND ROD WILL BE FURNISHED AND INSTALLED BY CONTRACTOR. INSTALL GROUND ROD THROUGH FLOOR OF BOX PER AC 700. GROUND ROD MATERIAL WILL COMPLY WITH AC 703.
4.5 AN 8' (MINIMUM) CLEARANCE IS REQUIRED ON DOOR SIDE OF SWITCH PAD FOR OPERATION.
4.6 PROTECTION BARRIERS WILL BE INSTALLED IF PAD IS EXPOSED TO VEHICULAR TRAFFIC PER MS 830.

D35: 12/12/24

WORKING SPACE AND CLEARANCE REQUIREMENTS 0-600V (SIDE VIEW)
UNDERGROUND SERVICE CONNECTIONS 0-600 VOLTS
SEE ESR FIGURE 3-2



NOTES:
1. A MINIMUM OF 3 FEET OF CLEAR, LEVEL CONCRETE WORKSPACE IS REQUIRED IN FRONT OF ALL TERMINATION, METERING, AND SERVICE EQUIPMENT.
2. SEE ESR-5 FOR METER-MOUNTING HEIGHT REQUIREMENTS. METER-MOUNTING HEIGHT WILL BE MEASURED FROM THE STANDING AND WORKING SPACE TO THE CENTERLINE OF THE METER(S).
3. WHEN SERVICE EQUIPMENT IS INSTALLED ON AN ELEVATED PORTION OF THE FLOOR/GROUND, OR HOUSEKEEEPING PAD, THE PAD SHALL BE FLUSH WITH THE BOTTOM OF THE SERVICE EQUIPMENT AND EXTEND A MINIMUM OF THREE FEET. THIS IS MEASURED FROM THE FRONT OF THE SERVICE EQUIPMENT OR THE OUTER DOOR(S) OF THE SWITCHBOARD NEMA 3R ENCLOSURE WHEN INSTALLED. IN NO CASE SHALL THE MAXIMUM METER HEIGHT OF 6'-3" BE EXCEEDED.
4. TO MAINTAIN A SAFE, CLEAR, AND LEVEL CONCRETE WORKING AREA IN FRONT OF NEW OR EXISTING METER AND SERVICE EQUIPMENT, A CONCRETE SLAB, ACCEPTABLE TO THE COMPANY, MUST BE USED.
5. FOR SWITCHBOARDS ABOVE 600V, FIVE-FOOT MINIMUM OF CLEAR AND LEVEL CONCRETE STANDING AND WORKING SPACE IS REQUIRED IN THE FRONT, REAR, AND SIDE OF ANY SECTION WHERE SUCH PART SUPPORTS OR PROVIDES ACCESS TO METERING, TESTING EQUIPMENT, OR SERVICE CABLE TERMINATION SECTIONS.

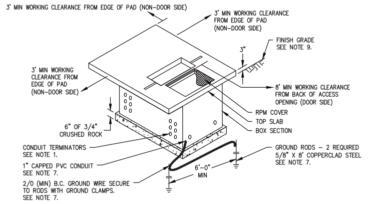
16.11 PROTECTIVE BARRIERS (POSTS/BOLLARDS) FOR SERVICE EQUIPMENT

BARRIER POSTS/BOLLARDS ARE USED TO PROTECT THE METER AND SERVICE EQUIPMENT, AS WELL AS PERSONNEL, FROM VEHICULAR CONTACT, AND TO PROHIBIT ENCROACHMENT INTO THE WORKING SPACE (FOR EXAMPLE, LOADING ZONES, DRIVEWAYS, CONGESTED AREAS, OFF STREET PARKING, AND SO ON).

THE CUSTOMER SHALL PROVIDE AND INSTALL "NON-REMOVABLE" BARRIERS (POSTS/BOLLARDS) TO PROVIDE THE PROPER SAFE WORKING CLEARANCES WHERE THE WORKSPACE IS EXPOSED TO VEHICULAR OR OTHER HAZARDOUS CONDITIONS. METERS WILL NOT BE SET UNTIL THE BARRIERS HAVE BEEN INSTALLED. METER CABINET DOORS MUST OPEN A MINIMUM OF 90 DEGREES AND NOT CONFLICT WITH BARRIER POSTS. A MINIMUM CLEARANCE OF 3-FEET IS REQUIRED FROM THE FACE OF THE SWITCH GEAR TO THE BOLLARD/POST.

D99: 11/14/25

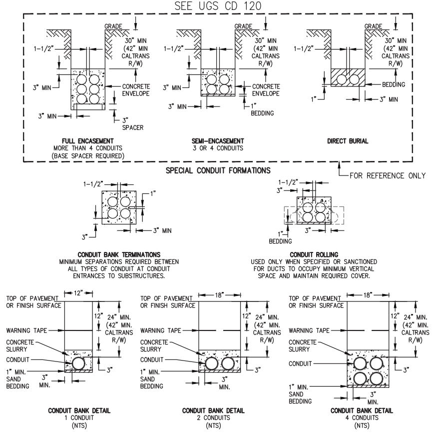
10'X12' PRECAST SLAB BOX
FOR 3Ø PAD-MOUNTED TRANSFORMERS UP TO 5,000 KVA
AND PAD-MOUNTED VOLTAGE REGULATORS
SEE UGS SS 535-1



NOTE(S):
1. CONDUIT TERMINATORS TO BE LOCATED AS SHOWN ON FIGURE SS 535-2 (SHEET 2) TO FIGURE SS 535-5 (SHEET 5). STANDARD CONDUIT ENTRANCE SHALL BE A FLATWALL DESIGN. SLIGHT VARIATIONS BY MANUFACTURERS MAY BE ALLOWED WITH COMPANY APPROVAL.
2. WHEN CABLE TRENCH OPENINGS ARE REQUIRED IN A SLAB BOX, THEY CAN BE SPECIAL ORDERED FROM THE CONCRETE PRECASTER.
3. FOR SLAB BOX STRUCTURAL DESIGN CRITERIA, SEE FIGURE SS 535-2 (SHEET 2) TO FIGURE SS 535-5 (SHEET 5).
4. FOR LIST OF MATERIAL REQUIREMENTS AND NOTES, SEE TABLE SS 535-1 (SHEET 6).
5. CONSULT MANUFACTURERS' INSTALLATION GUIDES FOR EXCAVATION DIMENSIONS.
6. AN 8' MINIMUM CLEARANCE IS REQUIRED ON DOOR SIDE OF TRANSFORMER FOR OPERATION.
7. GROUND RODS, CLAMPS, AND WIRE WILL BE FURNISHED BY CONTRACTOR. SEE AC 703 FOR APPROVED GROUNDING MATERIALS. GROUND WIRE TO BE A MINIMUM OF 2/0 BARE COPPER. GROUND WIRE TO BE PLACED THROUGH CAPPED ONE-INCH PVC CONDUIT AT EITHER END OF SLAB BOX. A MINIMUM THREE-FOOT LENGTH OF GROUND WIRE SHALL BE PLACED IN SLAB BOX.
8. MASTIC SEALANT IS REQUIRED AT JOINTS.
9. TOP SURFACE OF SLAB BOX SHALL BE SET THREE INCHES ABOVE FINISHED GRADE.
10. SEE SS 500 FOR APPROVED MANUFACTURERS.

D56: 04/18/25

TYPICAL CONDUIT BANK SECTIONS (MAINLINE AND COMMERCIAL/INDUSTRIAL)
SEE UGS CD 120



NOTE(S):
1. SPACING AND CONCRETE COVERAGE AS SHOWN IS MINIMUM.
2. SPACERS, WHEN REQUIRED, WILL BE AS RECOMMENDED BY THE CONDUIT MANUFACTURER AND APPROVED BY THE COMPANY AND WILL BE PLACED AT THE INTERVALS SHOWN IN TABLE CD 120-1 (SHEET 1). VERTICAL SPACERS AND BASE SPACERS WILL BE MANUFACTURED FROM RIGID NONCOMPRESSABLE-TYPE MATERIALS. USE TEMPORARY MEANS TO MAINTAIN HORIZONTAL CONDUIT SPACING AT THESE INTERVALS UNTIL BACKFILL BEDDING OR ENCASEMENT IS PLACED.

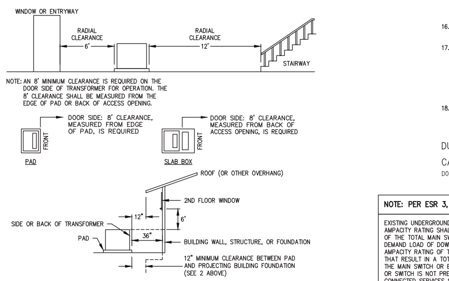
TABLE CD 120-1: HORIZONTAL CONDUIT SPACING INTERVALS

CONDUIT SIZE	2"	3"	3-1/2"	4"	5"	6"
SPACING WITH ENCASEMENT	10'	10'		10'		
SPACING WITH NONENCASEMENT	10'	8'		6'		

3. BASE SPACERS ARE REQUIRED ON ALL BANKS OF MORE THAN FOUR CONDUITS.
4. THE CONDUIT WILL BE OF AN APPROVED MAKE AND MANUFACTURE AS SET FORTH IN STANDARDS CD 115.
5. TYPES:
   A. "EB" (TYPE I) FOR ENCASED AND SEMI-CASED INSTALLATIONS
   B. "DB" (TYPE II) FOR DIRECT BURIAL
   C. "SCH. 40" RIGID PVC FOR INSIDE BORE CASINGS
6. FOR GENERAL CONDUIT BANK, CONCRETE, AND TRENCHING REQUIREMENTS, SEE CD 100.
7. INSTALL BARE COPPER NEUTRAL WIRE ONLY WHEN SPECIFIED ON WORKING DRAWING. FOR MAINLINE APPLICATIONS (INCLUDING 4-WIRE TAPLINES) WHEN THE NEUTRAL IS PRESENT ON AN OVERHEAD STRUCTURE THAT FEEDS A PRIMARY RISER, THE NEUTRAL SHALL BE CONTINUOUS TO THE FIRST UNDERGROUND STRUCTURE. A BARE COPPER NEUTRAL WIRE, AS SPECIFIED ON THE WORKING DRAWING, SHALL BE PLACED, AND FULLY ENCASED IN CONCRETE, AT THE LOWER REGION OF THE DUCT BANK, PREFERABLY IN-BETWEEN CONDUITS.
8. CONCRETE ENCASEMENT WILL BE KEPT UNIFORM. EXCESSIVE AMOUNTS OF CONCRETE WILL BE AVOIDED.
9. BEDDING WILL BE IN ACCORDANCE WITH CD 100.
10. TWO STRIPS OF DETECTABLE WARNING TAPES SHALL BE INSTALLED, SPACED EVENLY ACROSS THE WIDTH OF THE TRENCH AND POSITIONED 12 INCHES ABOVE THE CONDUIT. THIS INSTALLATION SERVES TO ALERT THIRD PARTIES DIGGING NEAR SCE ELECTRICAL FACILITIES AND ASSISTS WITH UTILITY MARKING. THE TAPE HELPS IDENTIFY SCE FACILITIES IN CASES WHERE THIRD-PARTY CONTRACTORS HAVE NOT CONTACTED DIG ALERT.
11. THE AUTHORITY HAVING JURISDICTION MAY REQUIRE CONDUIT TO BE COVERED BY MORE THAN 24 INCHES.

D70: 11/14/25

MINIMUM CLEARANCES FOR PADMOUNTED TRANSFORMERS
SEE DDS-3, 3-44



PAD-MOUNTED TRANSFORMER INSTALLATIONS SHALL CONFORM TO THE FOLLOWING:
1. PAD-MOUNTED TRANSFORMERS SHALL NOT BE LOCATED DIRECTLY IN FRONT OF ENTRYWAYS, STAIRWAYS, BENEATH WINDOWS THAT CAN BE OPENED, OR WHERE THEY WILL OBSTRUCT THE VISION OF VEHICULAR TRAFFIC.
2. PAD-MOUNTED TRANSFORMERS SHALL BE LOCATED AT LEAST THE MINIMUM DISTANCE, AS IDENTIFIED IN THE FIGURE ABOVE, AWAY FROM BUILDINGS OR OTHER STRUCTURES TO ENSURE ADEQUATE SPACE FOR OPERATING, TO MINIMIZE VIBRATION HUMS, AND TO MEET FIRE SAFETY REQUIREMENTS.
3. WHENEVER POSSIBLE, PLACE PAD-MOUNTED STRUCTURES AND EQUIPMENT AWAY FROM AREAS WITH FREQUENT IRRIGATION TO HELP PREVENT FUTURE CORROSION.
   INSTALL NEW STAINLESS STEEL PAD-MOUNTED EQUIPMENT ONLY IF EVERY EFFORT HAS BEEN MADE TO LOCATE THE PAD MOUNT AWAY FROM HIGH-CORROSION AREAS AND THE PAD MOUNT IS EXPECTED TO BE CHANGED OUT WITHIN 15 YEARS DUE TO CORROSION. CONTACT FE FOR APPROVAL.
   EXISTING MILD STEEL PAD-MOUNTED EQUIPMENT MAY BE UPGRADED TO STAINLESS STEEL IF THE EXISTING EQUIPMENT HAS FAILED DUE TO CORROSION WITHIN 15 YEARS OF INSTALLATION. CONTACT FE FOR APPROVAL.
   * NOTE: ALL PAD-MOUNTED TRANSFORMERS PURCHASED AFTER 2004 ARE DESIGNED WITH STAINLESS STEEL BOTTOMS.
4. A CLEAR PASSAGEWAY OF 12 FEET MINIMUM SHALL BE AVAILABLE AT ALL TIMES, IMMEDIATELY ADJACENT TO ONE SIDE OF THE TRANSFORMER TO PROVIDE AN ACCESSIBLE ROADWAY FOR TRANSFORMER MAINTENANCE. THIS PASSAGEWAY SHALL BE DESIGNED TO MEET H-20 (20-TON) CONSTRUCTION.
5. IF SCE HAS INSTALLED OR AGREES TO INSTALL, TRANSFORMERS AT LOCATIONS WHERE SCE CANNOT USE ITS STANDARD TRANSFORMER LIFTING EQUIPMENT, AND SPECIAL LIFTING FACILITIES ARE REQUIRED TO INSTALL OR REMOVE THE TRANSFORMERS ON THE CUSTOMER'S PREMISES, THE CUSTOMER SHALL, AT THEIR EXPENSE, (1) FURNISH, INSTALL, OWN, AND MAINTAIN PERMANENT LIFTING FACILITIES, AND BE RESPONSIBLE FOR LIFTING THE TRANSFORMER TO AND FROM ITS PERMANENT POSITION, OR (2) PROVIDE (OR PAY FOR) PORTABLE LIFTING FACILITIES ACCEPTABLE TO SCE FOR INSTALLING OR REMOVING THE TRANSFORMERS. RIGHTS-OF-WAY AND SPACE PROVISIONS SHALL BE PROVIDED BY APPLICANT SUCH THAT ACCESS AND REQUIRED CLEARANCES FROM ADJACENT STRUCTURES CAN BE MAINTAINED.
6. TRANSFORMER STRUCTURES WILL NORMALLY BE INSTALLED ONLY IN NONTRAFFIC AREAS. TRANSFORMER PROTECTION IS REQUIRED WHEN COMPANY EQUIPMENT IS EXPOSED TO TRAFFIC. THIS PROTECTION MAY BE IN THE FORM OF BARRIERS, BARRICADES, OR CURB. A CURB MUST HAVE A MINIMUM HEIGHT OF 6 INCHES AND BE AT LEAST 6 INCHES THICK AND ITS FRONT FACE LOCATED 60 INCHES MINIMUM FROM THE EQUIPMENT FOUNDATION.

D54: 03/22/24

CONSTRUCTION NOTES:

UNLESS OTHERWISE SPECIFIED ON THE WORKING DRAWING WHICH FORMS A PART OF THE SPECIFICATION, THE CONTRACTOR/DEVELOPER SHALL FURNISH THE FOLLOWING ITEMS AT NO COST TO THE EDISON COMPANY.

SOUTHERN CALIFORNIA EDISON COMPANY HAS ATTEMPTED TO CORRECTLY SHOW ALL EXISTING UTILITIES AND SUBSTRUCTURES IN THE VICINITY OF THE WORK, BUT DOES NOT GUARANTEE THERE ARE NO OTHER SUBSTRUCTURES IN THE AREA. FAILURE OF SCE TO SHOW ALL SUBSTRUCTURES IN THEIR CORRECT LOCATION WILL NOT BE A BASIS FOR A CLAIM FOR EXTRA WORK, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO SUBSTRUCTURES WHETHER SHOWN OR NOT.

1. FOR GENERAL SPECIFICATIONS SEE UGS GI 001.

2. CONDUIT:
   a. MINIMUM COVER IN STREET OR PARKWAY IS 30" BELOW GUTTER GRADE, UNLESS NOTED OTHERWISE.
   b. MINIMUM COVER ON PRIVATE PROPERTY IS 30" BELOW FINISHED GRADE, UNLESS NOTED OTHERWISE.
   c. CONTRACTOR IS TO FURNISH AND INSTALL APPROVED CONDUIT TO EDISON SPECIFICATIONS PER UGS CD 100.1, 110 AND 120.
   d. FOR THE TYPE OF CONDUIT FOR THIS JOB, SEE UGS CD 110.1.
   e. INSTALL ALL RISERS PER UGS CD 160, 161, 162 AND 170.
   f. CAP ALL MAINLINE CONDUITS PER UGS CD 148 AND SERVICE CONDUITS PER UGS CD 150.
   g. INSTALL BLANK CONDUIT PLUGS IN ALL CONDUITS TERMINATING INTO VAULTS, MANHOLE'S, PMH'S, SOE'S & ALL CAP LOCATIONS, PER UGS CD 180.1 & UGS CD 180.2
   h. INSTALL PULL ROPE IN ALL CONDUIT RUNS. PULL ROPE TO BE AT LEAST 3/8" POLYPROPYLENE ROPE, BRAIDED OR TWISTED. FOR SPECIFICATIONS, APPROVED MAKES, AND SUPPLIERS, SEE UGS GI 040.
   i. ALL CONDUIT MUST BE MANDRELED WITH THE APPROVED MANDREL UGS CD 197.

3. CONDUIT RADIUS REQUIREMENTS:
   a. THE MINIMUM RADIUS FOR BENDS ARE:
      36" FOR CONDUITS 3" IN DIAMETER OR SMALLER
      48" FOR CONDUITS 4" AND 5" IN DIAMETER
      60" FOR 6" DIAMETER CONDUIT
   b. THE MINIMUM RADIUS FOR ALL SWEEPS OF ALL MAINLINE CONDUITS IS 12'-6" (UNLESS NOTED OTHERWISE).

4. EXCAVATION AND BACKFILL:
   a. WORK AREA SHALL BE CLEARED AND ROUGH GRADED TO WITHIN FOUR INCHES OF FINAL GRADE PRIOR TO INSTALLATION OF EDISON CONDUIT OR STRUCTURES.
   b. ALL EXCAVATIONS SHALL BE IN ACCORDANCE WITH THE CALIFORNIA STATE CONSTRUCTION SAFETY ORDERS (WHEN APPLICABLE), EDISON SPECIFICATIONS, AND ALL GOVERNING LOCAL ORDINANCES.
   c. EACH TRENCH TO BE A UNIFORM DEPTH BELOW FINAL GRADE PRIOR TO INSTALLATION OF EDISON CONDUIT OR STRUCTURES.
   d. BACKFILL SHALL BE PROVIDED BY THE CONTRACTOR FOR ALL EXCAVATIONS AND SHALL INCLUDE CRUSHED ROCK, CONCRETE, AND/OR IMPORTED BACKFILL, WHEN REQUIRED.
   e. BACKFILL WITH A MINIMUM OF ONE SACK PER YARD SAND CEMENT SLURRY AROUND AND OVER VAULTS AND MANHOLES PER UGS GI 030, SECTION 6.4 AND AROUND PMH'S WITHIN ONE FOOT OF FINISHED GRADE, PER UGS SS 590.1.
   f. BACKFILL, PER EDISON SPECIFICATIONS, SHALL IMMEDIATELY FOLLOW CONDUIT OR SUBSTRUCTURE INSTALLATION. AT NO TIME SHALL CONDUIT BE LEFT EXPOSED OVER 24 HOURS.
   g. NO ROCKS ARE ALLOWED WITHIN 12 INCHES OF DIRECT-BURIED CABLES OR ANY CONDUIT WITHOUT CONCRETE ENCASEMENT. NATIVE BACKFILL CAPABLE OF PASSING THROUGH A ONE-HALF INCH MESH SCREEN SHALL BE CONSIDERED TO BE "ROCK FREE". IF EXISTING BACKFILL DOES NOT PASS THROUGH A 1/2" SCREEN, PLACE IMPORTED SAND 3" BELOW AND 12" ABOVE EDISON CABLES. AFTER THIS POINT, NO ROCKS LARGER THAN 12" DIAMETER ARE PERMITTED.
   h. ALL BACKFILL SHALL BE COMPACTED TO MEET OR EXCEED LOCAL ORDINANCES OR OTHER REQUIREMENTS. IT SHALL BE PLACED IN A MANNER THAT WILL NOT DAMAGE THE CONDUIT OR SUBSTRUCTURE OR ALLOW FUTURE SUBSIDENCE OF THE TRENCH OR STRUCTURES.

5. PAVING:
   REPAVING, WHERE REQUIRED, SHALL BE PLACED IN SUCH A MANNER THAT INTERFERENCE WITH TRAFFIC, INCLUDING PEDESTRIAN TRAFFIC, WILL BE KEPT TO A MINIMUM. THE CONTRACTOR SHALL ESTABLISH A PROGRAM OF REPAVING ACCEPTABLE TO THE MUNICIPALITY, COUNTY, OR OTHER AUTHORITY HAVING JURISDICTION AND WHICH IS ACCEPTABLE TO EDISON.

6. STRUCTURES:
   a. ALL SUBSTRUCTURES SHALL BE CONSTRUCTED OR INSTALLED TO EDISON SPECIFICATIONS.
   b. INSTALL PROTECTION BARRIERS PER UGS MS 830 WHEN REQUIRED IN AREAS EXPOSED TO TRAFFIC, PER EDISON INSPECTOR.
   c. ALL CONDUIT LINES AND CONCRETE FLOORED SUBSTRUCTURES SHALL BE WATER TIGHT.
   d. ALL GROUNDING MATERIALS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.

7. RETAINING WALLS:
   WHEN REQUIRED, RETAINING WALLS SHALL BE PROVIDED BY THE DEVELOPER. WALLS ARE REQUIRED WHEREVER GRADE RISES MORE THAN 18 INCHES ABOVE THE STRUCTURE OR 24" ABOVE THE PAD SURFACE AT A DISTANCE OF 5 FEET FROM THE SAME, OR IN AREAS SUBJECT TO EROSION. DESIGN AND INSTALLATION MUST COMPLY WITH LOCAL BUILDING ORDINANCES. REFER TO EDISON INSPECTOR FOR TYPICAL SPACE REQUIREMENTS.

8. PERMITS:
   ALL PERMITS NECESSARY FOR EXCAVATION SHALL BE PROVIDED BY THE CONTRACTOR/DEVELOPER.

9. ACCESS:
   HEAVY TRUCK ACCESS SHALL BE MAINTAINED TO EQUIPMENT LOCATIONS. STRUCTURES MUST BE CLEAR OF ALL APPURTENANCES THAT WOULD OBSTRUCT THE LOADING OR UNLOADING OF EQUIPMENT.

10. SERVICES:
   a. METERS AND SERVICES SHALL COMPLY WITH EDISON ELECTRICAL SERVICES REQUIREMENTS.
   b. WIRING MUST BE IN ACCORDANCE WITH APPLICABLE LOCAL ORDINANCES AND APPROVED BY LOCAL INSPECTION AUTHORITIES.

11. LOCATION:
   a. THE LOCATION OF EXCAVATIONS AND STRUCTURES FOR EDISON SHALL BE AS SHOWN ON THE WORKING DRAWING. NO DEVIATION FROM THE PLANNED LOCATIONS WILL BE PERMITTED UNLESS APPROVED BY THE EDISON INSPECTOR. SEE UGS GI 001, SECTION 2.2.
   b. ACTUAL LOCATION OF OBSTRUCTIONS, STORM DRAINS, AND/OR OTHER FOREIGN UTILITIES TO BE THE RESPONSIBILITY OF THE CONTRACTOR. SEE UGS GI 001, SECTION 2.3.

12. CONTRACTOR IS TO VERIFY LOCATION AND WIDTHS OF ALL SIDEWALKS AND DRIVEWAYS PRIOR TO STREET LIGHT INSTALLATION. SEE UGS CD 175.1, UGS CD 175.2 AND UGS CD 175.3.

13. SURVEY:
   SURVEYING OF STREET IMPROVEMENTS, PROPERTY CORNERS, LOT LINES, FINISHED GRADE, ETC., NECESSARY FOR THE INSTALLATION OF UNDERGROUND FACILITIES MUST BE COMPLETED AND MARKERS OR STAKES PLACED PRIOR TO THE START OF THE INSTALLATION. IN ADDITION, DEVELOPER SHALL MAINTAIN THE MARKERS DURING THE INSTALLATION AND INSPECTION BY EDISON. GRADE AND PROPERTY LINE STAKES MUST SHOW ANY OFFSET MEASUREMENTS.

14. COORDINATION AND SUPERVISION:
   THE DEVELOPER SHALL PROVIDE SUPERVISION OVER AND COORDINATION AMONG THE VARIOUS CONTRACTORS WORKING WITHIN THE DEVELOPMENT IN ORDER TO PREVENT DAMAGE TO EDISON FACILITIES. HE IS RESPONSIBLE FOR THE COST OF REPAIRS, REPLACEMENT, RELOCATION, OR OTHER CORRECTIONS TO EDISON FACILITIES MADE NECESSARY BY HIS FAILURE TO PROVIDE SUPERVISION OR TO OTHERWISE COMPLY WITH THESE SPECIFICATIONS.

15. TELEPHONE AND OTHER UTILITY REQUIREMENTS:
   THE DRAWING PREPARED FOR THIS JOB MAY ALSO COVER THE FACILITIES TO BE INSTALLED FOR THE TELEPHONE COMPANY AND/OR OTHER UTILITY. ANY QUESTIONS CONCERNING DETAILS OF THEIR INSTALLATION SHOULD BE REFERRED TO THE COMPANY CONCERNED.

16. OWNERSHIP:
   DEVELOPER IS TO DEED TO THE EDISON COMPANY ALL STRUCTURES SHOWN HEREON EXCEPT THOSE SHOWN AS CUSTOMER OWNED.

17. WARRANTY:
   APPLICANTS EXPRESSLY REPRESENT AND WARRANT THAT ALL WORK PERFORMED AND ALL MATERIAL USED IN MEETING APPLICANTS' OBLIGATIONS HEREIN ARE FREE FROM DEFECTS IN WORKMANSHIP AND ARE IN CONFORMITY WITH SOUTHERN CALIFORNIA EDISON COMPANY'S REQUIREMENTS. THIS WARRANTY SHALL COMMENCE UPON RECEIPT BY APPLICANTS OF COMPANY'S FINAL ACCEPTANCE AND SHALL EXPIRE ONE YEAR FROM THAT DATE. APPLICANTS AGREE TO PROMPTLY CORRECT TO THE COMPANY'S SATISFACTION AND THAT OF ANY GOVERNMENTAL AGENCY HAVING JURISDICTION AND AT APPLICANT'S EXPENSE ANY BREACH OF THIS WARRANTY WHICH MAY BECOME APPARENT THROUGH INSPECTION OR OPERATION OF UNDERGROUND ELECTRIC SYSTEM BY COMPANY DURING THIS WARRANTY PERIOD.

18. INSPECTION:
   INSPECTION IS REQUIRED DURING THE CONSTRUCTION PERIOD. A 48 HOUR ADVANCE NOTICE OF INTENT TO START CONSTRUCTION IS REQUIRED FROM THE CONTRACTOR TO THE SOUTHERN CALIFORNIA EDISON COMPANY. STANDARDS OF EDISON CONSTRUCTION REQUIREMENTS ARE AVAILABLE UPON REQUEST.

DUCT AND STRUCTURE INSPECTOR: GABRIEL MADRIGAL PHONE: (951) 835-6804
CABLING CONSTRUCTION COORDINATOR: EDDIE SALDIVAR PHONE: (626) 243-8410
D05: 03/22/24

NOTE: PER ESR 3, SECTION 15.5

EXISTING UNDERGROUND TERMINATING PULL BOX OR SWITCHBOARD PULL SECTION AMPACITY RATING SHALL BE EQUAL TO OR GREATER THAN THE AMPACITY RATING OF THE TOTAL MAIN SWITCH CAPACITY FOR WHICH IT IS SERVING. THE TOTAL DEMAND LOAD OF DOWNSTREAM CONNECTED SERVICES SHALL NOT EXCEED THE AMPACITY RATING OF THE MAIN SWITCH OR BREAKER CAPACITY. ADDING SERVICES THAT RESULT IN A TOTAL DEMAND LOAD EXCEEDING THE AMPACITY RATING OF THE MAIN SWITCH OR BREAKER IS NOT ACCEPTABLE. IF A MAIN CIRCUIT BREAKER OR SWITCH IS NOT PRESENT, THE TOTAL DEMAND LOAD OF ALL THE DOWNSTREAM CONNECTED SERVICES SHALL NOT EXCEED THE AMPACITY RATING OF A TERMINATING PULL BOX OR SWITCHBOARD PULL SECTION.

D51: 04/18/25

NOTE: ALL PRI. & SEC. CABLES TO BE CLP;
ALL SERVICE CABLE WITHIN STREET R/W TO BE CLP IN 3" DUCT OWNED & MAINTAINED BY SCE. ALL SERVICE CABLE WITHIN P/L'S TO BE CLP IN CUSTOMER OWNED 3" DUCT.

D136A: 03/22/24

CUSTOMER-OWNED CONDUIT MATERIAL* AND CONCRETE ENCASEMENT ARE TO BE INSTALLED IN ACCORDANCE WITH EDISON ELECTRICAL SERVICE REQUIREMENTS.

*SUBJECT TO APPROVAL BY LOCAL INSPECTION AUTHORITIES

D14:03/22/24

NOTE:
ALL ELECTRICAL DUCTS AND STRUCTURES WILL CONFORM TO GENERAL ORDER #128 (RULES FOR CONSTRUCTION OF UNDERGROUND ELECTRICAL SUPPLY AND COMMUNICATION PRESCRIBED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, JANUARY 2006).

D06: 03/22/24

WARNING

THE EXCAVATOR MUST TAKE ALL STEPS NECESSARY TO AVOID CONTACT WITH UNDERGROUND FACILITIES WHICH MAY RESULT IN INJURY TO PERSONS OR DAMAGE TO FACILITIES IN THE AREA. THE INDICATED LOCATIONS OF EDISON UNDERGROUND FACILITIES, AS PROVIDED, ARE BELIEVED TO BE ACCURATE. HOWEVER, THE FINAL DETERMINATION OF EXACT LOCATIONS AND THE COST OF REPAIR TO DAMAGED FACILITIES IS THE RESPONSIBILITY OF THE EXCAVATOR.

D13: 03/22/24

WHERE CONDUITS ARE PICKED UP OR INTERCEPTED, CONDUIT SHALL BE MANDRELLED AND PULL ROPE INSTALLED FROM TERMINAL TO TERMINAL.

D07: 03/22/24

CONNECTING TO EXISTING SCE STRUCTURES

- PER SCE REQUIREMENTS, CUSTOMERS ARE NOT ALLOWED TO ENTER, INTERCEPT OR TIE-IN TO EXISTING SCE FACILITIES; E.G. STRUCTURES, EQUIPMENT, MULTI-CONDUIT RUNS/BANKS, OR CONDUCTORS. THESE FACILITIES MAY BE ENERGIZED AND THE WORK WILL ONLY BE PERFORMED BY SCE. CONTACT THE APPROPRIATE SCE INSPECTOR TO SCHEDULE AN APPOINTMENT. CUSTOMERS MAY CONNECT TO AN EXISTING CONDUIT STUB WITHOUT A SCE INSPECTOR PRESENT.
- MULTI-CONDUIT RUNS/BANKS ARE RUNS OF CONDUIT IN CLOSE PROXIMITY TO EACH OTHER AND OTHER SCE FACILITIES. A CONDUIT STUB IS A SINGLE EMPTY CONDUIT STUB THAT IS NOT IN CLOSE PROXIMITY TO OTHER SCE OWNED FACILITIES. REFER TO THE WORK ORDER MAP FOR DETAILS.
- PER CPUC/SCE'S RULE 15 B.1.A AND RULE 16 D.1.A., THE CUSTOMER WILL PROVIDE ALL NECESSARY EXCAVATIONS (WITH THE EXCEPTION OF EXCAVATION UNDER PADS AND PRIMARY SPLICE BOXES), MATERIAL (INCLUDING CONDUIT AND STRUCTURES) AND ENCASEMENT, TO BE UTILIZED IN THE INTERCEPT/TIE-IN PROCESS.
- THE CUSTOMER MUST ADHERE TO ALL APPLICABLE CAL-OSHA, LOCAL, CITY, STATE AND FEDERAL REGULATIONS, (INCLUDING, BUT NOT LIMITED TO, ALL NECESSARY SHORING AND TRAFFIC CONTROL IN PLACE TO PERFORM THE INTERCEPT/TIE-IN WORK BY SCE'S UNDERGROUND CIVIL CONTRACTOR(S)).
- INTERCEPT/TIE-IN WORK MUST BE COORDINATED WITH SCE'S CIVIL CONTRACTORS THROUGH THE DIVISION INSPECTOR/P-SPEC TO LIMIT EXPOSURE OF EXCAVATION(S). CUSTOMER IS RESPONSIBLE FOR SECURING EXCAVATION(S).

D08: 12/12/24

THIS PLAN APPROVED AS TO LOCATION
AND TYPE OF ELECTRIC SUBSTRUCTURES
DEVELOPER: OTC OWNER, LLC
ATTN: PATRICK CHRAGHCHIAN
ADDRESS: 388 CORDOVA STREET, SUITE 280
PASADENA, CA. 91101
TELEPHONE: (951) 225-1353
FAX:

DWG./REV.	DEVELOPER'S SIGNATURE	DATE
ORIGINAL		
REV.		
REV.		
REV.		

CHANGES IN THESE PLANS WILL REQUIRE AN ADDITIONAL 3 TO 4 WEEKS AND CUSTOMER WILL BE CHARGED IN ADVANCE FOR REQUESTED CHANGES.

D26: 03/22/24

LOAD INFORMATION

BLDG. SQ. FT. (ADJ. AVG.)	1200
LARGEST A/C UNIT (TONS)	2.5
AVG. A/C TONNAGE	2.5
DEMAND PER LOT (KW)	3
PANEL SIZE (AMP)	VARIES
CLIMATE ZONE	5
NUMBER OF UNITS	384 RES+6 COMM
NUMBER OF ALLOWANCES	0
ALLOWANCES LOT NUMBERS	0

D131: 03/22/24

PROJECT REQUIREMENTS (Y/N)
- EDISON EASEMENT REQUIRED Y
- PWRD 88 REQUIRED UG Y
- CIVIL ONLY WORK ORDER N
- PERMIT REQUIRED Y
- PERMIT TYPE: ENCROACHMENT
- OUTAGE REQUIRED Y
- OUTAGE DATE: TIME:
- TRAFFIC CONTROL REQUIRED Y
- PED. TRAFFIC CONTROL REQ'D Y
- CONVEYANCE LETTER REQ'D N
- ENVIRONMENTAL REQUIREMENTS DOCUMENT (ERD) REQUIRED N
- CSD 140 (TLM) REQ'D N
- CIRCUIT MAP CHANGE REQ'D (TD 203) N
- DIG ALERT APP Y
- VERIFIED ACTIVE AND CONFIRMED USA TICKETS ☐
- UTILIQUEST NOTIFIED ☐
- FAA MARKING REQ'D N
- FAA TYPE:
- ACTUAL COST WORK ORDER N
- STANDARD ADHERENCE: 3RD Q/ 2025 Y

D124: 12/12/24

NOTE:
P.O.E. = POINT OF EXIT FROM MAINLINE TRENCH

D135: 03/22/24

UNDERGROUND SERVICE ALERT
Contact USA
Dial 811 or 800-422-4133
www.digalert.org/contact
FOR UNDERGROUND LOCATING
TWO WORKING DAYS BEFORE YOU DIG

D16: 03/22/24

Work Order #1

INSTALL METHOD:
☒ EDISON
☐ APPLICANT

D127A: 3/22/24

DATE	REVISION DESCRIPTION	APPROVED	DRAWN	CHECKED
12/09/25	ADDED 5" STUB PER REDLINE, CHANGED PME TO MOD PAD, UPD S/L, ADDED DECALS	TW	CG	TW

FINAL DESIGN
APPROVED FOR CONSTRUCTION

DISTRICT 34 – ONTARIO	PROJ. MGR. WRIGHT, DEANDRA R PHONE (714) 943-7948	PLANNER TODD B WISE PHONE 805-588-2745	DESIGNER F. PANLILIO
PROJECT NO. 2790875 SERVICE REQUEST 3674315	MSR NO.	PRODUCT-1 2225957–LINE EXTENSION	ASSOC DESGN 1701312
CIRCUIT / VOLTAGE MEARS 12KV	GPS	PRODUCT-2	ASSOC DESGN
SUB / PG NO. CUCAMONGA	CIRCUIT CODE 11557	PRODUCT-3	ASSOC DESGN

INVENTORY MAP 210-2131-5 J.P.A. NO.

TYPE	DATE	APPROVED BY	CHECKED BY	DRAWN BY	PAX #
F	09/22/25	B. FUENTES	J. WATKINS	F. PANLILIO	52842
A	08/05/25		A. SCOTT	A. SCOTT	
A	06/26/25		A. SCOTT	A. SCOTT	

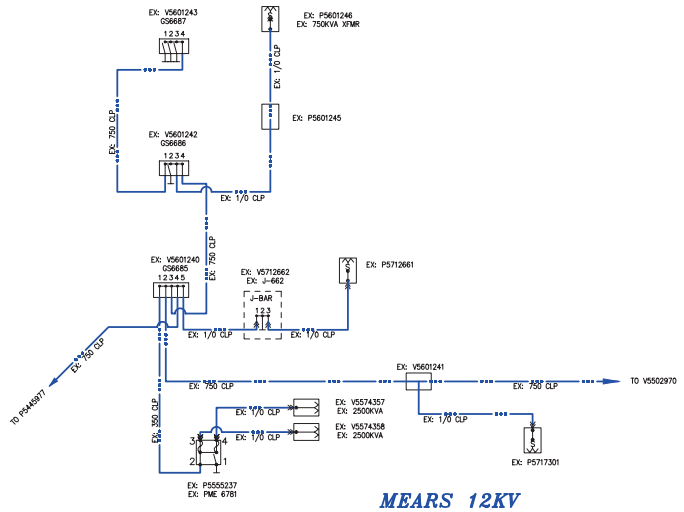
Southern California Edison Company

PROPOSED CONSTRUCTION (LOCATION)
TR2244 ONTARIO TOWN CENTER R15 – LE
ONTARIO CENTER PARKWAY & 4131 CONCOURS STREET
ONTARIO CA 91764

SHEET 1 OF 3
DESIGN\DRWG NO. 1701312_0.01

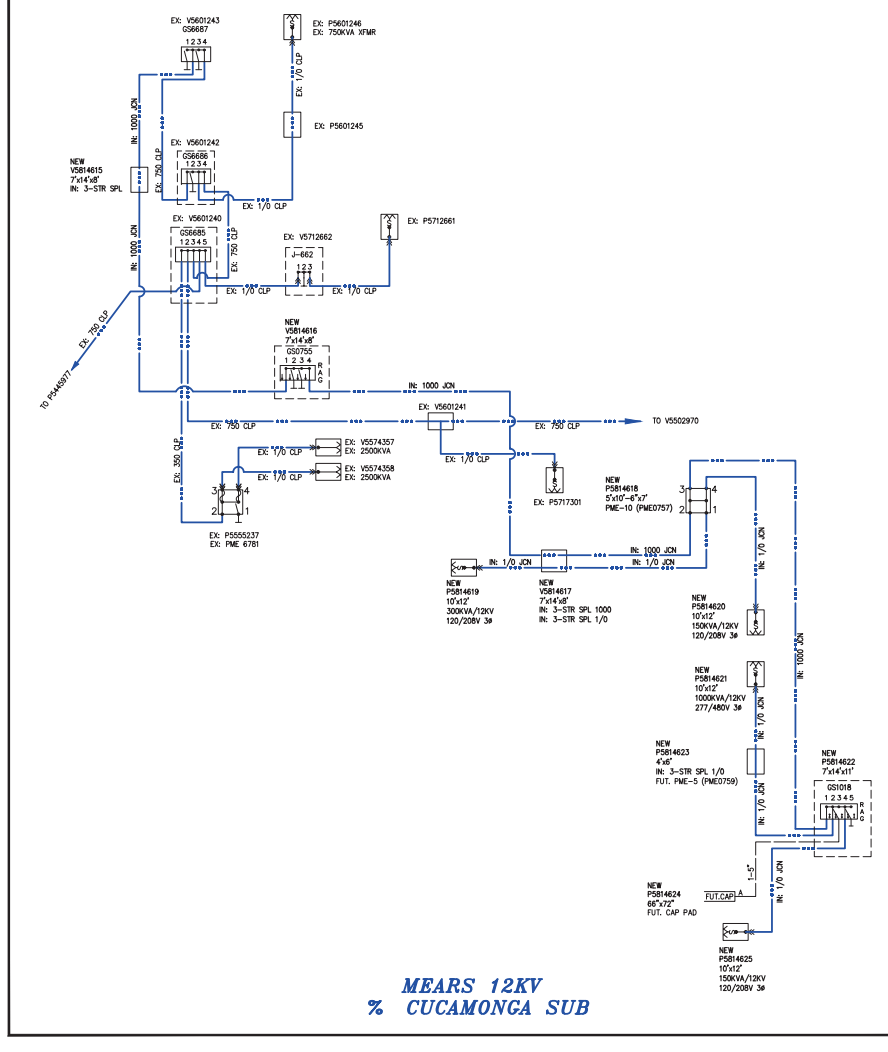
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EXISTING SINGLE LINE



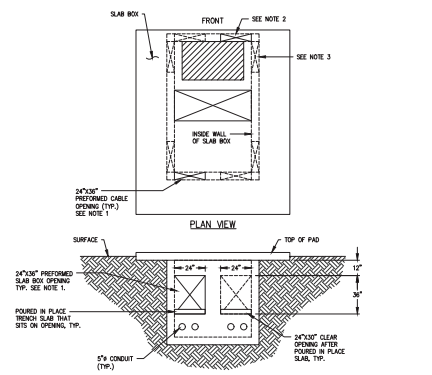
MEARS 12KV
℄ CUCAMONGA SUB

PROPOSED SINGLE LINE



MEARS 12KV
℄ CUCAMONGA SUB

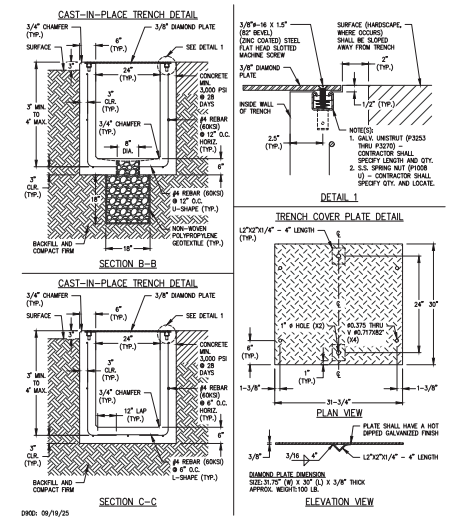
DISTRIBUTION POWER CABLE TRENCH
POURED (NON-TRAFFIC) – SLAB BOX ENTRANCE LOCATION(S)
SEE UGS MC 805-1



NOTE(S):
1. CONTRACTOR SHALL COORDINATE WITH PRECAST CONCRETE VENDOR TO SPECIFY LOCATION(S) AND QUANTITY OF CABLE OPENING(S) PER EDISON DRAWING(S). REFER TO D05-6, SECTION 4.0, TABLE 4–3, TABLE FOOTNOTE 1.
2. THE SLAB BOX SHALL HAVE ONLY ONE CABLE OPENING ON THE FRONT AND/OR BACK.
3. ADDITIONAL CABLE OPENINGS MAY BE LOCATED ON THE SIDE OF THE STRUCTURE IF NEEDED AS SHOWN (SEE PLAN VIEW).
4. NO SAW CUTTING ALLOWED ON ANY PART OF THE SLAB BOX. ANY MODIFICATIONS TO SLAB BOX (NEW OR EXISTING) SHALL BE APPROVED BY UNDERGROUND STRUCTURAL ENGINEERING.
5. PRECAST TRENCH ALLOWED WITH UNDERGROUND STRUCTURES ENGINEERING APPROVAL.

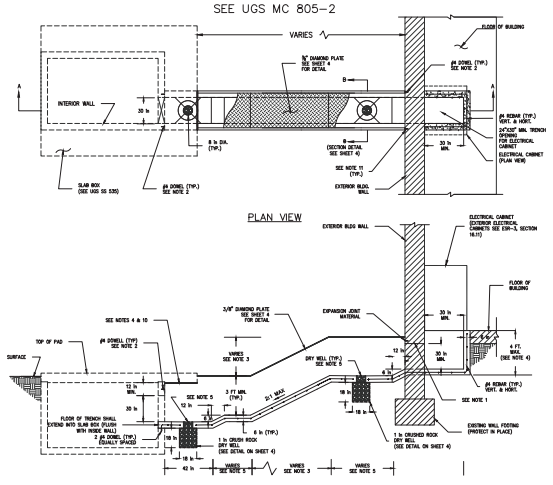
DRGN: 08/02/24

DISTRIBUTION POWER CABLE TRENCH
POURED – SECTION DETAIL AND PLATE DETAIL
SEE UGS MC 805-4



DWGD: 09/19/25

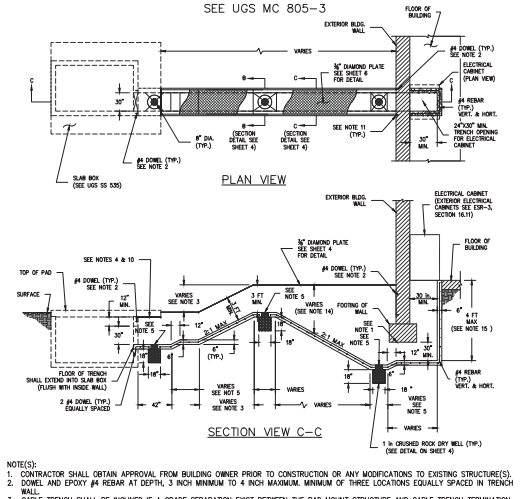
CABLE TRENCH
BUILDING ENTRY (THROUGH FOOTING)
SEE UGS MC 805-2



NOTE(S):
1. CONTRACTOR SHALL OBTAIN APPROVAL FROM BUILDING OWNER PRIOR TO CONSTRUCTION OR ANY MODIFICATIONS TO EXISTING STRUCTURE(S).
2. DOWEL AND EPOXY #4 REBAR AT DEPTH, 3 INCH MINIMUM TO 4 INCH MAXIMUM. MINIMUM OF THREE LOCATIONS EQUALLY SPACED IN TRENCH WALL.
3. CABLE TRENCH SHALL BE INCLINED IF A GRADE SEPARATION EXIST BETWEEN THE PAD MOUNT STRUCTURE AND CABLE TRENCH TERMINATION.
4. TOP OF CABLE TRENCH (UNDER PAD ONLY) SHALL BE FLUSH TO BOTTOM OF PAD. NON-SHRINK GROUT (MIN. 3000 PSI @ 28 DAYS) MAY BE USED. CONTRACTOR SHALL ENSURE THAT THERE ARE NO GAPS OR VOIDS.
5. DRY WELLS SHALL BE CONSTRUCTED AS SHOWN AND AT EVERY 10 FOOT INTERVALS FOR HORIZONTAL RUNS. BOTTOM OF TRENCH SHALL BE SLOPED TOWARDS DRY WELL WHERE THEY OCCUR.
6. ALL REBAR LAP SPLICES SHALL BE 24 INCH MINIMUM, STAGGERED.
7. CABLE TRENCHES SHALL NOT BE CONSTRUCTED IN VEHICLE TRAFFIC AREAS.
8. ALL REBAR SHALL BE 60 KSI.
9. USE MINIMUM 3000 PSI CONCRETE.
10. JOINT SEALER SHALL BE ONE PART POLYURETHANE AND SHALL CONFORM TO ASTM D1751.
11. WHERE NEW CONCRETE POURED AGAINST EXISTING CONCRETE, APPLY EPOXY BONDING AGENT (EX. SIKADUR 32 HI–MOD ADHESIVE) OR EQUIV.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING AND DRAINAGE. SCE NOT RESPONSIBLE FOR ANY WATER INTRUSION, FLOODING OR SIMILAR.
13. ALL STRUCTURES ARE CUSTOMER OWNED.
14. TRENCHES DEEPER THAN 4 FEET BY SCE ENGINEERING APPROVAL ONLY.

DWGN REV: 12/05/22

CABLE TRENCH
BUILDING ENTRY (UNDERNEATH FOOTING)
SEE UGS MC 805-3



NOTE(S):
1. CONTRACTOR SHALL OBTAIN APPROVAL FROM BUILDING OWNER PRIOR TO CONSTRUCTION OR ANY MODIFICATIONS TO EXISTING STRUCTURE(S).
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10. JOINT SEALER SHALL BE ONE PART POLYURETHANE AND SHALL CONFORM TO ASTM D1751.
11. WHERE NEW CONCRETE POURED AGAINST EXISTING CONCRETE, APPLY EPOXY BONDING AGENT (EX. SIKADUR 32 HI–MOD ADHESIVE) OR EQUIVALENT.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING AND DRAINAGE. SCE NOT RESPONSIBLE FOR ANY WATER INTRUSION, FLOODING OR SIMILAR.
13. ALL STRUCTURES ARE CUSTOMER OWNED.
14. CABLE TRENCH SECTIONS 4 FEET SHALL BE CONSTRUCTED PER SECTION DETAIL "C–C" ON SHEET 4.
15. TRENCHES DEEPER THAN 4 FEET BY SCE ENGINEERING APPROVAL ONLY.

DWGC REV: 12/05/22

Work Order #1

FINAL DESIGN
APPROVED FOR CONSTRUCTION

UNDERGROUND SERVICE ALERT
Contact USA
Dial 811 or 800-422-4133
www.digalert.org/contact
FOR UNDERGROUND LOCATING
TWO WORKING DAYS BEFORE YOU DIG

DRN: 03/22/24

DATE	REVISION DESCRIPTION	APPROVED	DRAWN	CHECKED
12/09/25	ADDED 5" STUB PER REDLINE, CHANGED PME TO MOD PAD, UPD S/L, ADDED DECALS	TW	CG	TW

DISTRICT: 34 – ONTARIO	PROJ. MGR. WRIGHT, DEANDRA R PHONE: (714) 843–7948	PLANNER TODD B MISE PHONE: 805–585–2745	DESIGNER F. PANLILIO
PROJECT NO.: 27908775	SERVICE REQUEST: 36743515	MSR NO.:	PRODUCT–1: 2225907–LINE EXTENSION
CIRCUIT / VOLTAGE: MEARS 12KV	GPS:	PRODUCT–2:	ASSOC DESIGN: 1701312
SUB / PO NO.: CUCAMONGA	CIRCUIT CODE: 11557	PRODUCT–3:	ASSOC DESIGN:
INVENTORY MAP: 210–2131–5	J.P.A. NO.:		

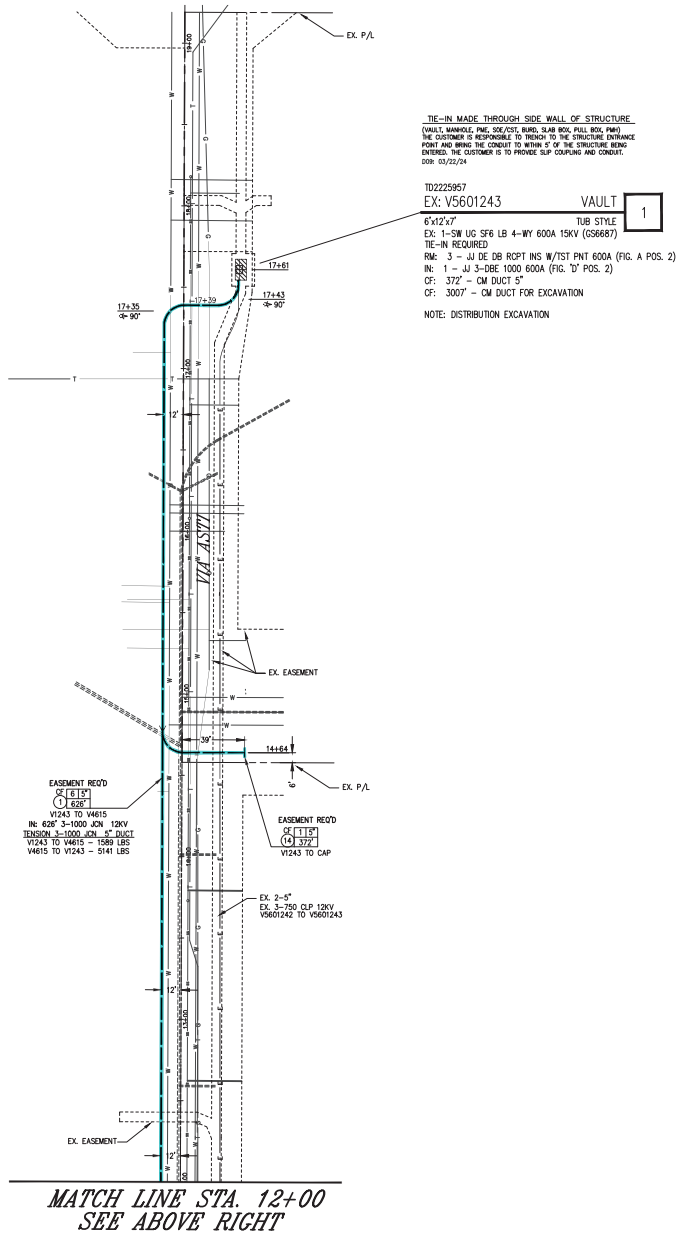
TYPE	DATE	APPROVED BY	CHECKED BY	DRAWN BY	PAX #
F	09/22/25	B. FUENTES	J. WATKINS	F. PANLILIO	52842
A	08/05/25		A. SCOTT	A. SCOTT	
A	06/26/25		A. SCOTT	A. SCOTT	

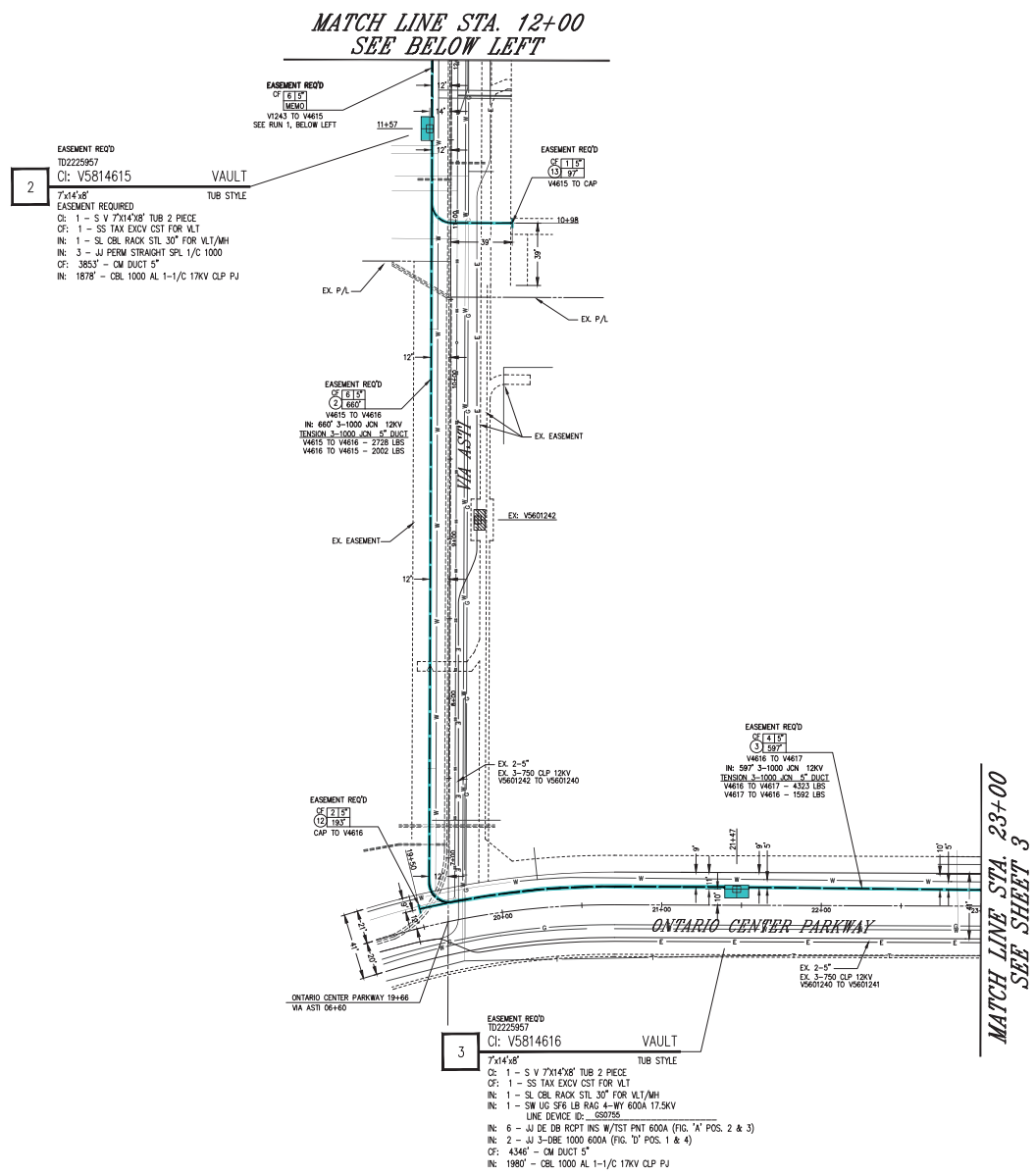
PROPOSED CONSTRUCTION (LOCATION):
TR2244 ONTARIO TOWN CENTER R15 – LE
ONTARIO CENTER PARKWAY & 4131 CONCOURS STREET
ONTARIO CA 91764

Southern California Edison Company

SHEET: 1A OF 3
DESIGN/DRWG NO.: 1701312_0.01

Work Order #1





LOAD INFORMATION	
BLDG. SQ. FT. (ADJ. AVG.)	1200
LARGEST A/C UNIT (TONS)	2.5
AVG. A/C TONNAGE	2.5
DEMAND PER LOT (KW)	3
PANEL SIZE (AMP)	VARIES
CLIMATE ZONE	5
NUMBER OF UNITS	384 RES+6 COMM
NUMBER OF ALLOWANCES	0
ALLOWANCES LOT NUMBERS	0

DI131: 03/22/24

SCALE: 1" = 40'
0 40 80

FINAL DESIGN
APPROVED FOR CONSTRUCTION

UNDERGROUND SERVICE ALERT
Contact USA
Dial 811 or 800-422-4133
www.digalert.org/contact
FOR UNDERGROUND LOCATING
TWO WORKING DAYS BEFORE YOU DIG
DI16: 03/22/24

DATE	REVISION DESCRIPTION	APPROVED	DRAWN	CHECKED
12/09/25	ADDED 5" STUB PER REDLINE, CHANGED PME TO MOD PAD, UPD S/L, ADDED DECALS	TW	CG	TW

DISTRICT: 34 – ONTARIO		PROJ. MGR. WRIGHT, DEANDRA R		PLANNER TODD B WISE	DESIGNER F. PANLILIO
PROJECT NO.: 2790875	SERVICE REQUEST: 36743.15	MSR NO.		PHONE: 805-588-2745	
CIRCUIT / VOLTAGE: MEARS 12KV		GPS		PRODUCT-1: 222597-LINE EXTENSION	ASSOC DESIGN 1701312
SUB / WC NO.: CUCAMONGA		CIRCUIT CODE: 11567		PRODUCT-2	ASSOC DESIGN
INVENTORY MAP: 210-2131-5		J.P.A. NO.		PRODUCT-3	ASSOC DESIGN
F	09/22/25	B. FUENTES	J. WATKINS	F. PANLILIO	52842
A	08/05/25		A. SCOTT	A. SCOTT	
A	06/26/25		A. SCOTT	A. SCOTT	
TYPE	DATE	APPROVED BY	CHECKED BY	DRAWN BY	PAX #

PROPOSED CONSTRUCTION (LOCATION):
TR2244 ONTARIO TOWN CENTER R15 – LE
ONTARIO CENTER PARKWAY & 4131 CONCOURS STREET
ONTARIO CA 91764

Southern California Edison Company

SHEET: 2 OF 3

DESIGN/DRWG NO.: 1701312_0.01

Work Order #1

MATCH LINE STA. 23+00
SEE SHEET 2

VIA PIEMONTE

VIA ALBA

ONTARIO CENTER PARKWAY

ONTARIO CENTER PARKWAY 23+96
VIA PIEMONTE 6+71

ONTARIO CENTER PARKWAY 29+11
VIA ALBA 71+00

ONTARIO CENTER PARKWAY 33+31
CONCOURS 78+00

CONCOURS DR.

FERRARI LANE

EX. P/L

EX. P/L

EX. EASEMENT

EX. EASEMENT

EX. 2-5"
EX. 2-750 CLP 12KV
V5601241 TO V5502970

EX. 1-5" D CLP 12KV
V5601241 TO P5717301

EX. 2-5"
V5502970 TO V5502971
EX. 3-750 CLP 12KV

OF 415'
MEMO
V4616 TO V4617
SEE RUN 3, SHEET 2

T.L.M. DATA: P5814619
SIZE KVA CUST % LOAD
EXIST. — — — —
PROP. 300 342.1 93 114.1 %
VOLTAGE DROP: 0.28%
FLICKER FACTOR: N/A
PRI. CIRCUIT: MEARS 12KV
DATE: 03/22/24

6 — EASEMENT REQ'D TD2225957
SPECIAL ORDER
CO: P5814619 — SLAB BOX — CONCRETE
10'x12'
SPECIAL ORDER W/ 24"X48" WINDOW
1-12" GRADE RING
CO: 1 – S SB 10' X 12' W/TUB 5'X8'6"X5'
IN: 1 – SL CBL RACK STL 30" FOR VLT/MH
IN: 1 – TR PM F DE 300KVA 12KV 120/208Y 3P+SN:
CF: 18' – CM DUCT 5"
IN: 49' – CBL 1/0 AL 3-1/C 17KV CLP PJ

92-FUT. RES
1-FUT LED SIGN
TLM=114.1%

4 — EASEMENT REQ'D TD2225957
CI: V5814617 — VAULT — TUB STYLE
7'x14'x8'
EASEMENT REQUIRED
CI: 1 – S V 7'X14'X8' TUB 2 PIECE
CF: 1 – SS TAX EXCV CST FOR VLT
IN: 1 – SL CBL RACK STL 30" FOR VLT/MH
IN: 3 – JJ PERM STRAIGHT SPL 1/0 1000
IN: 3 – JJ PERM STRAIGHT SPL 1/0 200A
CF: 2186' – CM DUCT 5"
IN: 1791' – CBL 1000 AL 1-1/C 17KV CLP PJ

5 — EASEMENT REQ'D TD2225957
CI: P5814618 — PME — TUB TYPE
5'x10'-6"x7'
CI: 1 – S P.M.H. 5'X10'6"X7' TUB 30"MH OP
CF: 1 – SS TAX EXCV CST FOR BD/PAD/PB/PME/SB/SOE
IN: 1 – SL CBL RACK STL 30" FOR VLT/MH.
IN: 1 – SW PM FSE CAB PMEI/D DF 600A 15KV 3P
LINE DEVICE ID: _PME0757_
IN: 3 – JJ DB EXT 1/0 600A W/LBE 1/0 200A 15KV (FIG. 'B' POS. 4)
IN: 2 – JJ 3-DBE 1000 600A (FIG. 'D' POS. 2 & 3)
IN: 3 – JJ DB EXT 1/0 600A W/LBE 1/0 200A 15KV (FIG. 'B' POS. 1)
CF: 1200' – CM DUCT 5"
IN: 900' – CBL 1000 AL 1-1/C 17KV CLP PJ
IN: 300' – CBL 1/0 AL 3-1/C 17KV CLP PJ

EASEMENT REQ'D
OF 115'
5 15K
POE TO P4618
IN: 156' 3-1/0 JCN 12KV
TENSION 3-1/0 JCN 5" DUCT
P4622 TO P4618 – 10 LBS
P4618 TO P4620 – 10 LBS
CO: 1-5" (22')
P4620 TO POE

EASEMENT REQ'D
OF 215'
6 470'
P4622 TO P4618
IN: 470' 3-1000 JCN 12KV
TENSION 3-1000 JCN 5" DUCT
P4622 TO P4618 – 2319 LBS
P4618 TO P4622 – 1575 LBS

T.L.M. DATA: P5814620
SIZE KVA CUST % LOAD
EXIST. — — — —
PROP. 150 135 144 90 %
VOLTAGE DROP: 0.29%
FLICKER FACTOR: N/A
PRI. CIRCUIT: MEARS 12KV
DATE: 03/22/24

7 — EASEMENT REQ'D TD2225957
SPECIAL ORDER
CO: P5814620 — SLAB BOX — CONCRETE
10'x12'
SPECIAL ORDER W/ 24"X48" WINDOW
1-12" GRADE RING
CO: 1 – S SB 10' X 12' W/TUB 5'X8'6"X5'
IN: 1 – SL CBL RACK STL 30" FOR VLT/MH
IN: 1 – TR PM F DE 150KVA 12KV 120/208Y 3P+SN:
CF: 134' – CM DUCT 5" (RUN 5)
IN: 156' – CBL 1/0 AL 3-1/C 17KV CLP PJ

144 FUT. CUST.
TLM=90%

T.L.M. DATA: P5814621
SIZE KVA CUST % LOAD
EXIST. — — — —
PROP. 1000 1204.7 5 120.5 %
VOLTAGE DROP: 0.28%
FLICKER FACTOR: N/A
PRI. CIRCUIT: MEARS 12KV
DATE: 03/22/24

10 — EASEMENT REQ'D TD2225957
SPECIAL ORDER
CO: P5814621 — SLAB BOX — CONCRETE
10'x12'
SPECIAL ORDER W/ 24"X48" WINDOW
1-12" GRADE RING
CO: 1 – S SB 10' X 12' W/TUB 5'X8'6"X5'
IN: 1 – SL CBL RACK STL 30" FOR VLT/MH
IN: 1 – TR PM DE 1000KVA 12KV 277/480Y 3P SN:
IN: 18' – CBL 1/0 AL 3-1/C 17KV CLP PJ

5 FUT. CUST.
TLM=120.5%

---

9 — EASEMENT REQ'D TD2225957
CO: P5814623 — PAD — CONCRETE
4'x6'
FUT: PME-5 (PME0759)
DIAMOND PLATE FOR FUTURE USE
CO: 1 – S PAD 48" X 72" W/17" X 30" X 15" FRP HH
IN: 1 – SL CBL RACK STL 30" FOR VLT/MH.
IN: 3 – JJ PERM STRAIGHT SPL 1/0 200A
CF: 245' – CM DUCT 5"
IN: 259' – CBL 1/0 AL 3-1/C 17KV CLP PJ

8 — TD2225957
CI: P5814622 — PAD — TUB MODULAR TOP TYPE I
7'x14'x11'
EASEMENT REQUIRED
CI: 1 – S V 7'X14'X11' TUB MOD TOP TYPE 1
CF: 1 – SS TAX EXCV CST FOR VLT
IN: 1 – SL CBL RACK STL 30" FOR VLT/MH
IN: 1 – SW UG PM GAS RAG 5MY 600A 17.5KV LINE DEVICE ID: _GS1018_
IN: 6 – JJ DE DB RCPT INS W/TST PNT 600A (FIG. A)(POS. 3, 5)
IN: 6 – JJ DB EXT 1/0 600A W/LBE 1/0 200A 15KV (FIG. B)(POS. 2, 4)
IN: 1 – JJ 3-DBE 1000 600A (FIG. D)(POS. 1)
CF: 1348' – CM DUCT 5"
IN: 1410' – CBL 1000 AL 1-1/C 17KV CLP PJ

11 — TD2225957
CI: P5814624 — PAD — CONCRETE
66"x72"
EASEMENT REQUIRED
FUT. CAP PAD
CI: 1 – S PRECAST PAD 66" X 72"
CF: 1 – SS TAX EXCV CST FOR BD/PAD/PB/PME/SB/SOE
CF: 15' – CM DUCT 5" (RUN 8)

12 — TD2225957
CO: P5814625 — SLAB BOX — CONCRETE
10'x12'
ROTATE BOX BENEATH PAD 180 DEGREES
1-12" GRADE RING
CO: 1 – S SB 10' X 12' W/TUB 5'X8'6"X5'
IN: 1 – SL CBL RACK STL 30" FOR VLT/MH
IN: 1 – TR PM F DE 150KVA 12KV 120/208Y 3P+SN:
IN: 3 – JJ LBE 1/0 200A 12KV
CF: 160' – CM DUCT 5"
IN: 174' – CBL 1/0 AL 3-1/C 17KV CLP PJ

148 FUT. CUST.
TLM=9.3%

T.L.M. DATA: P5814525
SIZE KVA CUST % LOAD
EXIST. — — — —
PROP. 150 138.75 148 93 %
VOLTAGE DROP: 0.22%
FLICKER FACTOR: N/A
PRI. CIRCUIT: MEARS 12KV
DATE: 03/22/24

24"x48" CABLE TRENCH (1')
P4619 TO PNL
FUT: 13' 700 3P(8 RUNS)

4117 E. CONCOURS ST
USPS5
3000 PANEL
120/208Y 3P
493.5KW OTONS
580.6KVA/1611.6A
92 RES, 125A 1Ø=276KW (3KW EA)
+ 1 LED SIGN 1600A 3Ø=277.5KW
VD=0.23

4117 E. CONCOURS ST
USPS5
3500 PANEL
120/208Y 3P
444KW OTONS
522.35KVA/1449.9A
148 RES, 125A 1Ø=444KW (3KW EA)
VD=0.22

4117 E. CONCOURS ST
USPS5
3000 PANEL
120/208Y 3P
432KW OTONS
508.24KVA/1410.72A
144 RES, 125A 1Ø=432KW (3KW EA)
VD=0.29

4117 E. CONCOURS ST
USPS2
4000 PANEL
277/480Y 3P
1024KW OTONS
1204.7KVA/1449A
1 HM 1000A 3Ø=437.3KW
+ 1 R1 400A 3Ø=181.8KW
+ 1 R2 800A 3Ø=490.6KW
+ 1 EV 1600A 3Ø=374.5KW
VD=0.08

OF 115'
(10) 15'
P4624 TO P4622
DUCT ONLY

OF 115'
OT 160'
POE TO P4622

OF 215'
10 204'
CAP TO P4622

OF 115'
POE TO V4617

OF 115'
4 300'
P4618 TO V4617

OF 115'
(1) 245'
P4622 TO POE

OF 115'
(8) 15'
P4624 TO P4622
DUCT ONLY

24"x48" CABLE TRENCH (2')
P4618 TO PNL
FUT: 20' 700 3P(4 RUNS)

24"x48" CABLE TRENCH (12')
P4621 TO PNL
FUT: 16' 700 3P(4 RUNS)

CO: 1-5" (132')
P4619 TO POE
IN: 49' 3-1/0 JCN 12KV
TENSION 3-1/0 JCN 5" DUCT
P4619 TO V4617 – 13 LBS
V4617 TO P4619 – 27 LBS

EASEMENT REQ'D
OF 415'
4 300'
P4618 TO V4617
IN: 300' 3-1000 JCN 12KV
IN: 300' 3-1/0 JCN 12KV
P4618 TO V4617 – 1046 LBS
V4617 TO P4618 – 946 LBS
TENSION 3-1/0 JCN 5" DUCT
P4618 TO V4617 – 159 LBS
V4617 TO P4618 – 176 LBS

CO: 1-5" (58')
P4621 TO P4623
IN: 18' 3-1/0 JCN 12KV
TENSION 3-1/0 JCN 5" DUCT
P4621 TO P4623 – 1 LBS
P4623 TO P4621 – 7 LBS

CO: 1-5" (15')
POE TO P4623
IN: 259' 3-1/0 JCN 12KV
TENSION 3-1/0 JCN 5" DUCT
P4622 TO P4623 – 188 LBS
P4623 TO P4622 – 111 LBS

CO: 1-5" (15')
P4625 TO POE
IN: 174' 3-1/0 JCN 12KV
TENSION 3-1/0 JCN 5" DUCT
P4625 TO P4622 – 73 LBS
P4622 TO P4625 – 121 LBS

CO: 6-4" (25')
P4625 TO PNL
FUT: 25' 700 3P(5 RUNS)
TENSION 700 3P 4" DUCT
P4625 TO PNL – 20 LBS

CO: 6-4" (22')
P4625 TO PNL
TENSION 700 3P 4" DUCT
P4325 TO PNL – 7 LBS

LOAD INFORMATION

BLDG. SQ. FT. (ADJ. AVG.)	1200
LARGEST A/C UNIT (TONS)	2.5
AVG. A/C TONNAGE	2.5
DEMAND PER LOT (KW)	3
PANEL SIZE (AMP)	VARIES
CLIMATE ZONE	5
NUMBER OF UNITS	384 RES+6 COMM
NUMBER OF ALLOWANCES	0
ALLOWANCES LOT NUMBERS	0

DESIGN: 03/22/24

SCALE: 1" = 40'
0 40 80

SOUTHERN CALIFORNIA EDISON
An EDISON INTERNATIONAL Company

FINAL DESIGN
APPROVED FOR CONSTRUCTION

UNDERGROUND SERVICE ALERT
Contact USA
Dial 811 or 800-422-4133
www.digalert.org/contact
FOR UNDERGROUND LOCATING TWO WORKING DAYS BEFORE YOU DIG
DATE: 03/22/24

DATE	REVISION DESCRIPTION	APPROVED	DRAWN	CHECKED
12/09/25	ADDED 5" STUB PER REDLINE, CHANGED PME TO MOD PAD, UPD S/L, ADDED DECALS	TW	CG	TW

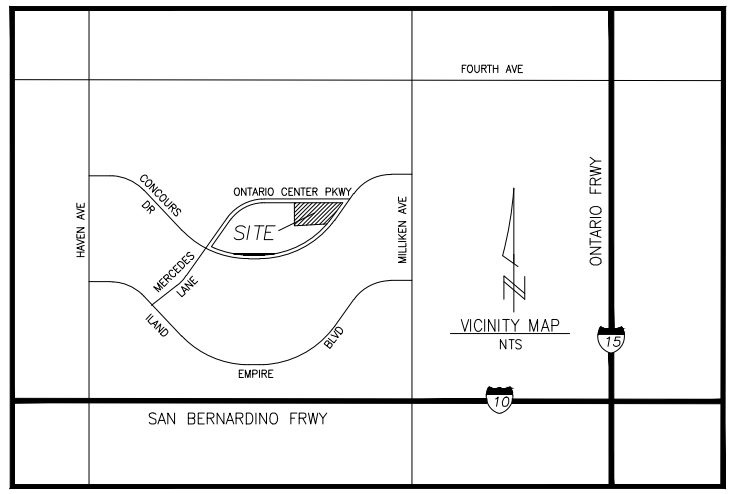
DISTRICT: 34 – ONTARIO	PROJ. MGR: WRIGHT, DEANDRA R (714) 943-7945	PLANNER: TODD B WISE PHONE 805-588-2745	DESIGNER: F. PANLILIO
PROJECT NO.: 2790875	SERVICE REQUEST: 13674315	WSP NO.:	PRODUCT-1: 2225957-LINE EXTENSION — ASSOC DESIGN: 1701312
CIRCUIT / VOLTAGE: MEARS 12KV		GPS	PRODUCT-2 — ASSOC DESIGN
SUB / PG NO.: CUCAMONGA	CIRCUIT CODE: 11557		PRODUCT-3 — ASSOC DESIGN
INVENTORY MAP: 210-2131-5	A.F.A. NO.		

F	09/22/25	B. FUENTES	J. WATKINS	F. PANLILIO	52842
A	08/05/25		A. SCOTT	A. SCOTT	
A	06/26/25		A. SCOTT	A. SCOTT	
TYPE	DATE	APPROVED BY	CHECKED BY	DRAWN BY	PAX #

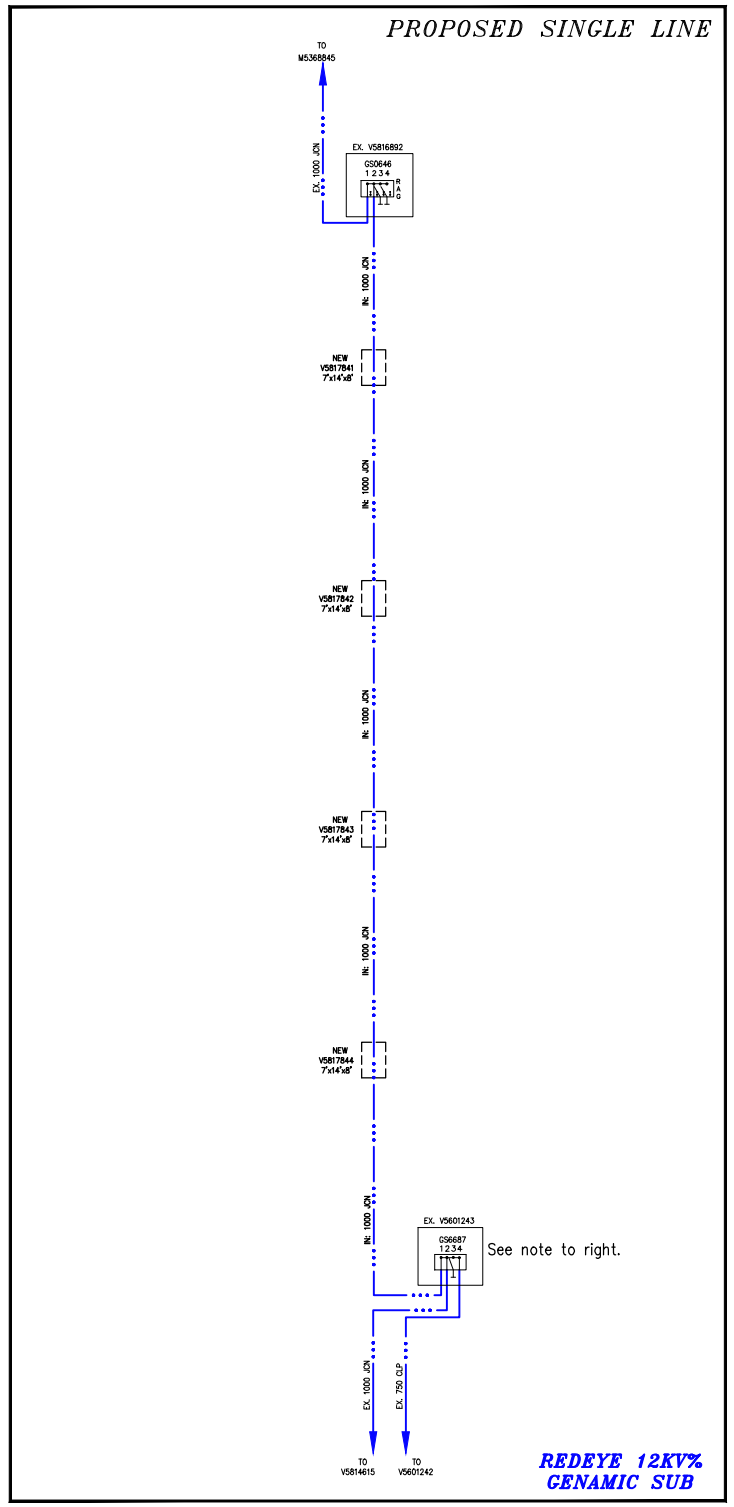
Southern California Edison Company

PROPOSED CONSTRUCTION (LOCATION):
TR2244 ONTARIO TOWN CENTER R15 – LE
ONTARIO CENTER PARKWAY & 4131 CONCOURS STREET
ONTARIO CA 91764

SHEET: 3 OF 3
DESIGN/DRWG NO.: 1701312_0.01

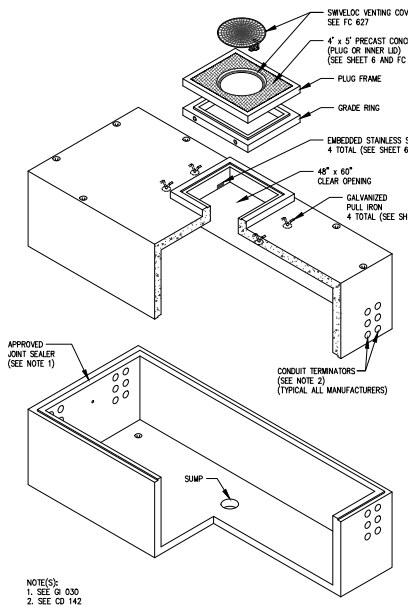


PROPOSED SINGLE LINE



NOTE: This is a new circuit that will be added to the GENAMIC substation. This line extension is needed to extend the new circuit to the project site. Vault V5601243 is currently on the MEARS 12kV circuit. It will be replaced in this vault by the new Redeye 12kV o/o the GENAMIC substation.

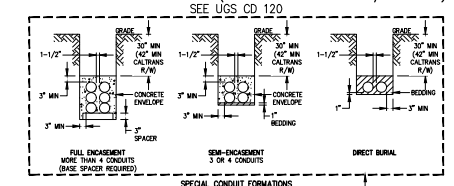
PRECAST TUB-TYPE VAULTS WITH COVER RESTRAINTS
SEE UGS VA 410



NOTE(S):
1. SEE GI. 030
2. SEE CD 142

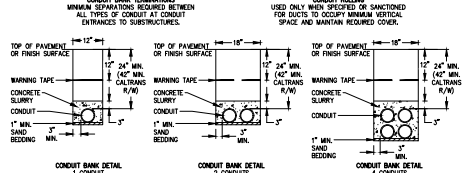
DES: Rev. 06/08/20

TYPICAL CONDUIT BANK SECTIONS (MAINLINE AND COMMERCIAL/INDUSTRIAL)
SEE UGS CD 120



SPECIAL CONDUIT FORMATIONS — FOR REFERENCE ONLY





NOTES:
1. SPACING AND CONCRETE COVERAGE AS SHOWN IS MINIMUM.
2. SPACERS, WHEN REQUIRED, WILL BE AS RECOMMENDED BY THE CONDUIT MANUFACTURER AND APPROVED BY THE COMPANY AND WILL BE PLACED AT THE INTERVALS SHOWN IN TABLE CD 120-1 (SHEET 1). VERTICAL SPACERS AND BASE SPACERS WILL BE MANUFACTURED FROM RIGID NONCORROSIVE MATERIALS AND SHALL BE TEMPORARY MEANS TO MAINTAIN HORIZONTAL CONDUIT SPACING AT THESE INTERVALS UNTIL BACKFILL BEDDING OR ENCASEMENT IS PLACED.

TABLE CD 120-1: HORIZONTAL CONDUIT SPACING INTERVALS

CONDUIT SIZE	2"	3"	3-1/2"	4"	5"	6"
SPACING WITH ENCASEMENT	10'	10'		10'		
SPACING WITH NONENCASEMENT	10'	6'		6'		

3. BASE SPACERS ARE REQUIRED ON ALL BANKS OF MORE THAN FOUR CONDUITS.
4. THE CONDUIT WILL BE OF AN APPROVED MAKE AND MANUFACTURE AS SET FORTH IN STANDARDS CD 115.
5. TYPES:
   A. "SDR" (TYPE I) FOR ENCASED AND SEMI-CASED INSTALLATIONS
   B. "DR" (TYPE II) FOR DIRECT BURIAL
   C. "SCH. 40" RIGID PVC FOR INSIDE BORE CASINGS
6. FOR GENERAL CONDUIT BANK, CONCRETE, AND TRENCHING REQUIREMENTS, SEE CD 100.
7. INSTALL BARE COPPER NEUTRAL WIRE ONLY WHEN SPECIFIED ON WORKING DRAWING. FOR MAINLINE APPLICATIONS (INCLUDING 4-WIRE TAPLINES) WHEN THE #4 BARE NEUTRAL IS PRESENT ON AN OVERHEAD STRUCTURE THAT FEEDS A PRIMARY RISER, THE NEUTRAL SHALL BE CONTINUOUS TO THE FIRST UNDERGROUND STRUCTURE, A BARE COPPER NEUTRAL WIRE, AS SPECIFIED ON THE WORKING DRAWING, SHALL BE PLACED, AND FULLY ENCASED IN CONCRETE, AT THE LOWER REGION OF THE DUCT BANK, PREFERABLY IN 4th TRENCH DUCTS.
8. CONCRETE ENCASEMENT WILL BE KEPT UNIFORM. EXCESSIVE AMOUNTS OF CONCRETE WILL BE AVOIDED.
9. FOR CONDUIT BANK TERMINATIONS, SEE CD 142.
10. TWO STRIPS OF DETECTABLE WARNING TAPES SHALL BE INSTALLED, SPACED EVENLY ACROSS THE WIDTH OF THE TRENCH AND POSITIONED 12 INCHES ABOVE THE CONDUIT. THIS INSTALLATION SERVES TO ALERT THIRD PARTIES DIGGING NEAR SCE ELECTRICAL FACILITIES AND ASSISTS WITH UTILITY MARKING. THE TAPE HELPS IDENTIFY SCE FACILITIES IN CASES WHERE THIRD-PARTY CONTRACTORS HAVE NOT CONTACTED DIG ALERT.
11. THE AUTHORITY HAVING JURISDICTION MAY REQUIRE CONDUIT TO BE COVERED BY MORE THAN 24 INCHES.

D70: 11/14/25

LEGEND OF DRAFTING SYMBOLS
NOT TO SCALE

TRENCH
- EDISON CONDUIT (DIST. & SL)
- CUST. OWNED CONDUIT
- RESIDENTIAL SERVICE CABLE
- E — EXISTING CONDUIT

STRUCTURES
- VAULT
- MANHOLE
- PME 3-5
- PME 6-12
- PULL BOX
- HANDHOLE
- SOE
- PAD
- 4'x4' BURD SWITCH ENCLOSURE
- 36" BURD SWITCH ENCLOSURE
- BURD TRANSFORMER ENCLOSURE
- STREET LIGHT ELECTROLIER
- C/I METER PANEL
- FIRE HYDRANT

D128: 03/22/24

LEGEND OF CONDUIT SYMBOLS
(CONVENTIONAL U.G.)

EDISON
NO. CONDUIT REQ'D — LEGEND CODE — RUN NO. — SIZE OF CONDUIT, LENGTH OF CONDUIT RUN

STREET LIGHT
NO. CONDUIT REQ'D — LEGEND CODE — RUN NO. — SIZE OF CONDUIT, LENGTH OF CONDUIT RUN

EDISON
NO. CONDUIT REQ'D — MEMO — SIZE OF CONDUIT, DENOTES CONDUIT RUN CONTINUATION FOR CONSTRUCTION INFORMATION
REFERENCE RUN NO.

STREET LIGHT
NO. CONDUIT REQ'D — MEMO — SIZE OF CONDUIT, DENOTES CONDUIT RUN CONTINUATION FOR CONSTRUCTION INFORMATION
REFERENCE RUN NO.

ANY OF THE ABOVE SYMBOLS FOLLOWED BY A * (NOT TO SCALE)

DENOTES THE FOLLOWING:

DB CONDUIT WITHOUT ENCASEMENT IS ACCEPTABLE FOR PORTIONS OF TRENCH WITH ONLY ONE OR TWO CONDUITS.

SEMI-ENCASEMENT IS REQUIRED FOR PORTIONS OF TRENCH WITH ONLY THREE OR FOUR CONDUITS

FULL ENCASEMENT IS REQUIRED FOR PORTIONS OF THE TRENCH WITH MORE THAN FOUR CONDUITS.

D18:03/22/24

CONTRACTOR/DEVELOPER NOTES
- TEMPORARY BARRIERS TO BE PLACED AROUND ALL EDISON STRUCTURES DURING CONSTRUCTION.
- CUSTOMER TO VERIFY EXACT LOCATION OF STREET LIGHTS PRIOR TO INSTALLATION.
- WHERE SLEEVES OR STUB OUTS ARE INSTALLED, CONTRACTOR TO MAINDREL AND INSTALL PULL ROPE.
- ANY SERVICES THAT ARE NOT INSTALLED IN CONJUNCTION WITH THE MAIN LINE SYSTEM WILL REQUIRE A MINIMUM OF 3" CUSTOMER OWNED SERVICE CONDUIT AT THE TIME OF CONSTRUCTION OF THE HOME.
- DEVELOPER IS RESPONSIBLE FOR LOCATING EXISTING DUCT, SLEEVES, AND STUB OUTS. LOCATIONS SHOWN ON MAP ARE NOT GUARANTEED. IF NOT EXISTING, THE DEVELOPER MUST PROVIDE THESE ITEMS.

D129:03/22/24

LEGEND CODE DEFINITIONS

CI – CUSTOMER/CONTRACTOR INSTALLED: MATERIALS FURNISHED AND INSTALLED BY APPLICANT AT EDISON'S EXPENSE AND ARE DEEDED TO EDISON. (EXCEPTION: STREET LIGHT ELECTROLIERS WILL BE INSTALLED BY EDISON'S CONTRACTOR.)

CO – CUSTOMER OWNED: MATERIALS FURNISHED, INSTALLED, OWNED, AND MAINTAINED BY APPLICANT.

CF – CUSTOMER FURNISHED: MATERIALS FURNISHED AND INSTALLED BY APPLICANT AT APPLICANT'S EXPENSE THAT ARE DEEDED TO EDISON.

IN – INSTALL: MATERIALS FURNISHED AND INSTALLED BY APPLICANT IF APPLICANT INSTALLED PROJECT OR BY EDISON IF EDISON INSTALLED PROJECT. (EXCEPTION: FOR AN APPLICANT INSTALLED LINE EXTENSION, STATION NOS.
HAVING AN ASTERISK ADJACENT TO AN "IN" LEGEND CODE REPRESENTS MATERIALS TO BE PROVIDED BY APPLICANT AND INSTALLED BY EDISON IN ALL CASES. REFER TO DPB 825B, PROJECT MATERIAL LIST BY ASSEMBLY WITHIN A STATION.)

RM – REMOVE: MATERIALS REMOVED BY EDISON.

MI – MEMO INSTALLED: SAME AS IN/INSTALL.

MR – MEMO REMOVED: MATERIALS REMOVED BY EDISON.

SI – SHOO-FLY INSTALLED: MATERIALS FURNISHED AND INSTALLED BY EDISON FOR TEMPORARY CONSTRUCTION.

SR – SHOO-FLY REMOVED: MATERIALS REMOVED BY EDISON FOR TEMPORARY CONSTRUCTION.

TR – TRANSFER: EDISON LABOR REQUIRED TO TRANSFER EXISTING FACILITIES.

D31: 03/22/24

RUN NUMBER CALL-OUTS AS FOLLOWS:

1 – (199)	MAINLINE CONDUIT
200 – (599)	SERVICE CONDUIT
600 – (799)	STREET LIGHT CONDUIT

D84: 03/22/24

JOINT TRENCH CALC

SCE	X
TEL	X
CATV	X
GAS	

CHECK APPROPRIATE LINE

D134: 03/22/24

NOTE:
P.O.E. = POINT OF EXIT FROM MAINLINE TRENCH

D135: 03/22/24

UNDERGROUND SERVICE ALERT
Contact USA
Dial 811 or 800-422-4133
www.digalert.org/contact
FOR UNDERGROUND LOCATING
TWO WORKING DAYS BEFORE YOU DIG

D116: 03/22/24

PROJECT REQUIREMENTS (Y/N)

EDISON EASEMENT REQUIRED	N
PWRD RR REQUIRED UG	Y
CIVIL ONLY WORK ORDER	N
PERMIT REQUIRED	Y
PERMIT TYPE: TRAFFIC CONTROL	
OUTAGE REQUIRED	Y
OUTAGE DATE: ____ TIME: ____	
TRAFFIC CONTROL REQUIRED	Y
PED. TRAFFIC CONTROL REQ'D	N
CONVEYANCE LETTER REQ'D	N
ENVIRONMENTAL REQUIREMENTS DOCUMENT (ERD) REQUIRED	N
CSD 140 (TLM) REQ'D	N
CIRCUIT MAP CHANGE REQ'D (TD 203)	Y
DIG ALERT APP	Y
VERIFIED ACTIVE AND CONFIRMED USA TICKETS	☐
UTILIQUEST NOTIFIED	☐
FAA MARKING REQ'D	N
FAA TYPE: ____	
ACTUAL COST WORK ORDER	N
STANDARD ADHERENCE: 04_0/_2025_Y	

D124: 12/12/24

LINE EXTENSION INSTALL METHOD:
☒ EDISON
☐ APPLICANT

D127B: 3/22/24

CONSTRUCTION NOTES:

UNLESS OTHERWISE SPECIFIED ON THE WORKING DRAWING WHICH FORMS A PART OF THE SPECIFICATION, THE CONTRACTOR/DEVELOPER SHALL FURNISH THE FOLLOWING ITEMS AT NO COST TO THE EDISON COMPANY:

SOUTHERN CALIFORNIA EDISON COMPANY HAS ATTEMPTED TO CORRECTLY SHOW ALL EXISTING UTILITIES AND SUBSTRUCTURES IN THE VICINITY OF THE WORK, BUT DOES NOT GUARANTEE THERE ARE NO OTHER SUBSTRUCTURES IN THE AREA. FAILURE OF SCE TO SHOW ALL SUBSTRUCTURES IN THEIR CORRECT LOCATION WILL NOT BE A BASIS FOR A CLAIM FOR EXTRA WORK, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO SUBSTRUCTURES WHETHER SHOWN OR NOT.

1. FOR GENERAL SPECIFICATIONS SEE UGS GI 001.

2. CONDUIT:
   a. MINIMUM COVER IN STREET OR PARKWAY IS 24" BELOW GUTTER GRADE, UNLESS NOTED OTHERWISE.
   b. MINIMUM COVER ON PRIVATE PROPERTY IS 24" BELOW FINISHED GRADE, UNLESS NOTED OTHERWISE.
   c. CONTRACTOR IS TO FURNISH AND INSTALL APPROVED CONDUIT TO EDISON SPECIFICATIONS PER UGS CD 100.1, 110 AND 120.
   d. FOR THE TYPE OF CONDUIT FOR THIS JOB, SEE UGS CD 115.1.
   e. INSTALL ALL RISERS PER UGS CD 1605, 181, 182 AND 170.
   f. CAP ALL MAINLINE CONDUITS PER UGS CD 148 AND SERVICE CONDUITS PER UGS CD 150.
   g. INSTALL BLANK CONDUIT PLUGS IN ALL CONDUITS TERMINATING INTO VAULTS, MANHOLE'S, PME'S, SOE'S & ALL CAP LOCATIONS, PER UGS CD 148 AND 150.
   h. INSTALL PULL ROPE IN ALL CONDUIT RUNS. PULL ROPE, TO BE AT LEAST 3/4" POLYPROPYLENE ROPE, BRAIDED OR TWISTED. FOR SPECIFICATIONS, APPROVED MAKES, AND SUPPLIERS, SEE UGS GI 040.
   i. ALL CONDUIT MUST BE MANDRELLED WITH THE APPROVED MANDREL UGS CD 197.

3. CONDUIT RADIUS REQUIREMENTS:
   a. THE MINIMUM RADIUS FOR BENDS ARE:
      36" FOR CONDUITS 3" IN DIAMETER OR SMALLER
      48" FOR CONDUITS 4" AND 5" IN DIAMETER
      60" FOR 6" DIAMETER CONDUIT
   b. THE MINIMUM RADIUS FOR ALL SWEEPS OF ALL MAINLINE CONDUITS IS 12'-6" (UNLESS NOTED OTHERWISE).

4. EXCAVATION AND BACKFILL:
   a. WORK AREA SHALL BE CLEARED AND ROUGH GRADED TO WITHIN FOUR INCHES OF FINAL GRADE PRIOR TO INSTALLATION OF EDISON CONDUIT OR STRUCTURES.
   b. ALL EXCAVATIONS SHALL BE IN ACCORDANCE WITH THE CALIFORNIA STATE CONSTRUCTION SAFETY ORDERS (WHEN APPLICABLE), EDISON SPECIFICATIONS, AND ALL GOVERNING LOCAL ORDINANCES.
   c. EACH TRENCH TO BE A UNIFORM DEPTH BELOW FINAL GRADE PRIOR TO INSTALLATION OF EDISON CONDUIT OR STRUCTURES.
   d. SHORING SHALL BE PROVIDED BY THE CONTRACTOR FOR ALL EXCAVATIONS AND SHALL INCLUDE GROUNDED ROCK, CONCRETE, AND/OR IMPORTED BACKFILL, WHEN REQUIRED.
   e. BACKFILL WITH A MINIMUM OF ONE SACK PER YARD SAND CEMENT SLURRY AROUND AND OVER VAULTS AND MANHOLES PER UGS GI 030, SECTION 6.4 AND AROUND PME'S WITHIN ONE FOOT OF FINISHED GRADE, PER UGS GI 500.1.
   f. BACKFILL PER EDISON SPECIFICATIONS, SHALL IMMEDIATELY FOLLOW CONDUIT OR SUBSTRUCTURE INSTALLATION. AT NO TIME SHALL CONDUIT BE LEFT EXPOSED OVER 24 HOURS.
   g. NO ROCKS ARE ALLOWED WITHIN 12 INCHES OF DIRECT-BURIED CABLES OR ANY CONDUIT WITHOUT CONCRETE ENCASEMENT. NATIVE BACKFILL CAPABLE OF PASSING THROUGH A ONE-HALF INCH MESH SCREEN SHALL BE CONSIDERED TO BE "ROCK FREE". IF EXISTING BACKFILL DOES NOT PASS THROUGH A 1/2" SCREEN, PLACE IMPORTED SAND 3" BELOW AND 12" ABOVE EDISON CABLES. AFTER THIS POINT, NO ROCKS LARGER THAN 12" DIAMETER ARE PERMITTED.
   h. ALL BACKFILL SHALL BE COMPACTED TO MEET OR EXCEED LOCAL ORDINANCES OR OTHER REQUIREMENTS. IT SHALL BE PLACED IN A MANNER THAT WILL NOT DAMAGE THE CONDUIT OR SUBSTRUCTURE OR ALLOW FUTURE SETTLEMENT OF THE TRENCH OR STRUCTURES.

5. PAVING:
   REPAVING, WHERE REQUIRED, SHALL BE PLACED IN SUCH A MANNER THAT INTERFERENCE WITH TRAFFIC, INCLUDING PEDESTRIAN TRAFFIC, WILL BE KEPT TO A MINIMUM. THE CONTRACTOR SHALL ESTABLISH A PROGRAM OF REPAVING ACCEPTABLE TO THE MUNICIPALITY, COUNTY, OR OTHER AUTHORITY HAVING JURISDICTION AND WHICH IS ACCEPTABLE TO EDISON.

6. STRUCTURES:
   a. ALL SUBSTRUCTURES SHALL BE CONSTRUCTED OR INSTALLED TO EDISON SPECIFICATIONS.
   b. INSTALL PROTECTION BARRIERS PER UGS MS 830 WHEN REQUIRED IN AREAS EXPOSED TO TRAFFIC, PER EDISON INSPECTOR.
   c. ALL CONDUIT LINES AND CONCRETE FLOORED SUBSTRUCTURES SHALL BE WATER TIGHT.
   d. ALL GROUNDING MATERIALS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.

7. RETAINING WALLS:
   WHEN REQUIRED, RETAINING WALLS SHALL BE PROVIDED BY THE DEVELOPER. WALLS ARE REQUIRED WHEREVER GRADE RISES MORE THAN 18 INCHES ABOVE THE STRUCTURE OR 24" ABOVE THE PAD SURFACE AT A DISTANCE OF 5 FEET FROM THE SAME, OR IN AREAS SUBJECT TO FLOODING. EDISON AND INSTALLATION MUST COMPLY WITH LOCAL BUILDING ORDINANCES. REFER TO EDISON INSPECTOR FOR TYPICAL SPACE REQUIREMENTS.

8. PERMITS:
   ALL PERMITS NECESSARY FOR EXCAVATION SHALL BE PROVIDED BY THE CONTRACTOR/DEVELOPER.

9. ACCESS:
   HEAVY TRUCK ACCESS SHALL BE MAINTAINED TO EQUIPMENT LOCATIONS. STRUCTURES MUST BE CLEAR OF ALL APPURTENANCES THAT WOULD OBSTRUCT THE LOADING OR UNLOADING OF EQUIPMENT.

10. SERVICES:
    a. METERS AND SERVICES SHALL COMPLY WITH EDISON ELECTRICAL SERVICES REQUIREMENTS.
    b. WIRING MUST BE IN ACCORDANCE WITH APPLICABLE LOCAL ORDINANCES AND APPROVED BY LOCAL INSPECTION AUTHORITIES.

11. LOCATION:
    a. THE LOCATION OF EXCAVATIONS AND STRUCTURES FOR EDISON SHALL BE AS SHOWN ON THE WORKING DRAWING. NO DEVIATION FROM THE PLANNED LOCATIONS WILL BE PERMITTED UNLESS APPROVED BY THE EDISON INSPECTOR. SEE UGS GI 001, SECTION 2.2.
    b. ACTUAL LOCATION OF OBSTRUCTIONS, STORM DRAINS, AND/OR OTHER FOREIGN UTILITIES TO BE THE RESPONSIBILITY OF THE CONTRACTOR. SEE UGS GI 001, SECTION 2.3.

12. CONSTRUCTION IS TO VERIFY LOCATION AND WIDTHS OF ALL SIDEWALKS AND DRIVEWAYS PRIOR TO STREET LIGHT INSTALLATION. SEE UGS CD 175.1, UGS CD 175.2 AND UGS CD 175.3.

13. SURVEY:
    SURVEYING OF STREET IMPROVEMENTS, PROPERTY CORNERS, LOT LINES, FINISHED GRADE, ETC., NECESSARY FOR THE INSTALLATION OF UNDERGROUND FACILITIES MUST BE COMPLETED AND MARKERS OR STAKES PLACED PRIOR TO THE START OF THE TRENCH EXCAVATION. IN ADDITION, DEVELOPER SHALL MAINTAIN THE MARKERS DURING THE INSTALLATION AND INSPECTION BY EDISON. GRADE AND PROPERTY LINE STAKES MUST SHOW ANY OFFSET MEASUREMENTS.

14. COORDINATION AND SUPERVISION:
    THE DEVELOPER SHALL PROVIDE SUPERVISION OVER AND COORDINATION AMONG THE VARIOUS CONTRACTORS WORKING WITHIN THE DEVELOPMENT IN ORDER TO PREVENT DAMAGE TO EDISON FACILITIES. HE IS RESPONSIBLE FOR THE COST OF REPAIRS, REPLACEMENT, RELOCATION, OR OTHER CORRECTIONS TO EDISON FACILITIES MADE NECESSARY BY HIS FAILURE TO PROVIDE SUPERVISION OR TO OTHERWISE COMPLY WITH THESE SPECIFICATIONS.

15. TELEPHONE AND OTHER UTILITY REQUIREMENTS:
    THE DRAWING PREPARED FOR THIS JOB MAY ALSO COVER THE FACILITIES TO BE INSTALLED FOR THE TELEPHONE COMPANY AND/OR OTHER UTILITY. ANY QUESTIONS CONCERNING DETAILS OF THEIR INSTALLATION SHOULD BE REFERRED TO THE COMPANY CONCERNED.

16. OWNERSHIP:
    DEVELOPER IS TO DEED TO THE EDISON COMPANY ALL STRUCTURES SHOWN HEREON EXCEPT THOSE SHOWN AS CUSTOMER OWNED.

17. WARRANTY:
    APPLICANTS EXPRESSLY REPRESENT AND WARRANT THAT ALL WORK PERFORMED AND ALL MATERIAL USED IN MEETING APPLICANTS' OBLIGATIONS HEREIN ARE FREE FROM DEFECTS IN WORKMANSHIP AND ARE IN CONFORMITY WITH SOUTHERN CALIFORNIA EDISON COMPANY'S REQUIREMENTS. THIS WARRANTY SHALL COMMENCE UPON RECEIPT BY APPLICANTS OF COMPANY'S FINAL ACCEPTANCE AND SHALL EXPIRE ONE YEAR FROM THAT DATE. APPLICANTS AGREE TO PROMPTLY CORRECT TO THE COMPANY'S SATISFACTION AND THAT OF ANY GOVERNMENTAL AGENCY HAVING JURISDICTION AND AT APPLICANTS EXPENSE ANY BREACH OF THIS WARRANTY WHICH MAY BECOME APPARENT THROUGH INSPECTION OR OPERATION OF UNDERGROUND ELECTRIC SYSTEM BY COMPANY DURING THIS WARRANTY PERIOD.

18. INSPECTION:
    INSPECTION IS REQUIRED DURING THE CONSTRUCTION PERIOD. A 48 HOUR ADVANCE NOTICE OF INTENT TO START CONSTRUCTION IS REQUIRED FROM THE CONTRACTOR TO THE SOUTHERN CALIFORNIA EDISON COMPANY. STANDARDS OF EDISON CONSTRUCTION REQUIREMENTS ARE AVAILABLE UPON REQUEST.

DUCT AND STRUCTURE INSPECTOR: JOEY LEGERE PHONE: 909-222-7103
CABLING CONSTRUCTION COORDINATOR: PHONE:
DOS: 02/09/26

CONDUIT RADIUS REQUIREMENTS:
A: THE MINIMUM RADIUS FOR BENDS ARE:
36" FOR CONDUITS 3" IN DIAMETER OR SMALLER
48" FOR CONDUITS 4" AND 5" IN DIAMETER
60" FOR 6" DIAMETER CONDUIT
B: THE MINIMUM RADIUS FOR SWEEPS ARE:
36" FOR CONDUITS 3" IN DIAMETER OR SMALLER
12'-6" FOR CONDUITS 4" IN DIAMETER AND LARGER, UNLESS OTHERWISE NOTED.

D85: 03/22/24

CONNECTING TO EXISTING SCE STRUCTURES
- PER SCE REQUIREMENTS, CUSTOMERS ARE NOT ALLOWED TO ENTER, INTERCEPT OR TIE-IN TO EXISTING SCE FACILITIES, E.G. STRUCTURES, EQUIPMENT, MULTI-CONDUIT RUNS/BANKS, OR CONDUCTORS. THESE FACILITIES MAY BE ENERGIZED AND THE WORK WILL ONLY BE PERFORMED BY SCE. CONTACT THE APPROPRIATE SCE INSPECTOR TO SCHEDULE AN APPOINTMENT. CUSTOMERS MAY CONNECT TO AN EXISTING CONDUIT STUB WITHOUT A SCE INSPECTOR PRESENT.
- MULTI-CONDUIT RUNS/BANKS ARE RUNS OF CONDUIT IN CLOSE PROXIMITY TO EACH OTHER AND OTHER SCE FACILITIES. A CONDUIT STUB IS A SINGLE EMPTY CONDUIT STUB THAT IS NOT IN CLOSE PROXIMITY TO OTHER SCE OWNED FACILITIES. REFER TO THE WORK ORDER MAP FOR DETAILS.
- PER CPUC/SCE'S RULE 15 B.1.A AND RULE 16 D.1.A., THE CUSTOMER WILL PROVIDE ALL NECESSARY EXCAVATIONS (WITH THE EXCEPTION OF EXCAVATION UNDER PADS AND PRIMARY SPLICE BOXES), MATERIAL (INCLUDING CONDUIT AND STRUCTURES) AND ENCASEMENT, TO BE UTILIZED IN THE INTERCEPT/TIE-IN PROCESS.
- THE CUSTOMER MUST ADHERE TO ALL APPLICABLE CAL-OSHA, LOCAL, CITY, STATE AND FEDERAL REGULATIONS, (INCLUDING, BUT NOT LIMITED TO, ALL NECESSARY SHORING AND TRAFFIC CONTROL IN PLACE TO PERFORM THE INTERCEPT/TIE-IN WORK BY SCE'S UNDERGROUND CIVIL CONTRACTOR(S)).
- INTERCEPT/TIE-IN WORK MUST BE COORDINATED WITH SCE'S CIVIL CONTRACTORS THROUGH THE DIVISION INSPECTOR/P-SPEC TO LIMIT EXPOSURE OF EXCAVATION(S). CUSTOMER IS RESPONSIBLE FOR SECURING EXCAVATION(S).

D08: 12/12/24

CUSTOMER-OWNED CONDUIT MATERIAL* AND CONCRETE ENCASEMENT ARE TO BE INSTALLED IN ACCORDANCE WITH EDISON ELECTRICAL SERVICE REQUIREMENTS.
*SUBJECT TO APPROVAL BY LOCAL INSPECTON AUTHORITIES

D14:03/22/24

WHERE CONDUITS ARE PICKED UP OR INTERCEPTED, CONDUIT SHALL BE MANDRELLED AND PULL ROPE INSTALLED FROM TERMINAL TO TERMINAL.

D07: 03/22/24

WARNING
THE EXCAVATOR MUST TAKE ALL STEPS NECESSARY TO AVOID CONTACT WITH UNDERGROUND FACILITIES WHICH MAY RESULT IN INJURY TO PERSONS OR DAMAGE TO FACILITIES IN THE AREA. THE INDICATED LOCATIONS OF EDISON UNDERGROUND FACILITIES, AS PROVIDED, ARE BELIEVED TO BE ACCURATE, HOWEVER, THE FINAL DETERMINATION OF EXACT LOCATIONS AND THE COST OF REPAIR TO DAMAGED FACILITIES IS THE RESPONSIBILITY OF THE EXCAVATOR.

D13: 03/22/24

NOTE:
ALL ELECTRICAL DUCTS AND STRUCTURES WILL CONFORM TO GENERAL ORDER #128 (RULES FOR CONSTRUCTION OF UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATION PRESCRIBED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, JANUARY 2006).

D06: 03/22/24

THIS PLAN APPROVED AS TO LOCATION AND TYPE OF ELECTRIC SUBSTRUCTURES
DEVELOPER: OTC OWNER, LLC
ATTN:
ADDRESS: 388 CORDOVA STREET, SUITE 280
PASADENA, CA 91101
TELEPHONE: 626-304-0800
FAX:

DWG./REV.	DEVELOPER'S SIGNATURE	DATE
ORIGINAL		
REV.		
REV.		
REV.		

CHANGES IN THESE PLANS WILL REQUIRE AN ADDITIONAL 3 TO 4 WEEKS AND CUSTOMER WILL BE CHARGED IN ADVANCE FOR REQUESTED CHANGES.

D09: 03/22/24

FINAL DESIGN
APPROVED FOR CONSTRUCTION

LIST OF MATERIALS
[EDISON CO.]

SEE UGS SECTION INDEX FOR REFERENCE DRAWINGS

NOTES:
1. FOOTAGE QUANTITIES ARE APPROXIMATE.
2. WHERE REFERENCE IS TO AN ITEM NOT DETAILED, SEE SEPARATE DESCRIPTION LIST.
3. THIS LIST PROVIDES A SUMMARY OF MAJOR ITEMS.

QTY.	UNIT	DESCRIPTION	SIZE	ITEM NO.	REF DWG.	REV. DATE
4	EACH	VAULT	7'x 14'x 8'	V714		
4	EACH	VAULT COVER (TRAFFIC)	4'x 5'			
4	EACH	LADDER	AS REQUIRED			

CONCRETE PRODUCTS
PRECAST CONCRETE ITEM COMPLETE WITH NECK, COVER AND INSERTS MAY BE OBTAINED FROM ANY OF THE FOLLOWING LISTED AND APPROVED MANUFACTURERS:

JENSEN PRECAST
14221 SAN BERNARDINO AVE
FONTANA, CA 92335
(800) 350-4111
(800) 257-6100

OLDCASTLE PRECAST
10800 HEMLOCK AVE.
FONTANA, CA 92337
(909) 428-3700
(800) 628-3860

FOR HANDHOLE AND PULLBOX MANUFACTURERS, SEE UGS MP 200.

PLASTIC PRODUCTS
PLASTIC STRUCTURES SHOWN ON THIS DRAWING ARE AVAILABLE FROM ONE OR MORE OF THE FOLLOWING COMPANIES.

ARMORCAST PRODUCTS CO.
13230 SATICOY ST.
NORTH HOLLYWOOD, CA 91605
(818) 982-3600

ASSOCIATES PLASTICS, INC.
3636 KANSAS AVE.
RIVERSIDE, CA 92507
(909) 787-0600

BROOKS PRODUCTS, INC.
1850 PARCO AVE.
ONTARIO, CA 91761
(909) 947-7470

CARSON INDUSTRIES, INC.
1925 "A" ST
LA VERNE, CA 91750
(909) 596-1988

CDR SYSTEMS CORP.
533 N. NOVA RD, SUITE 208
ORMOND BEACH, FL 32174
(800) 909-8007

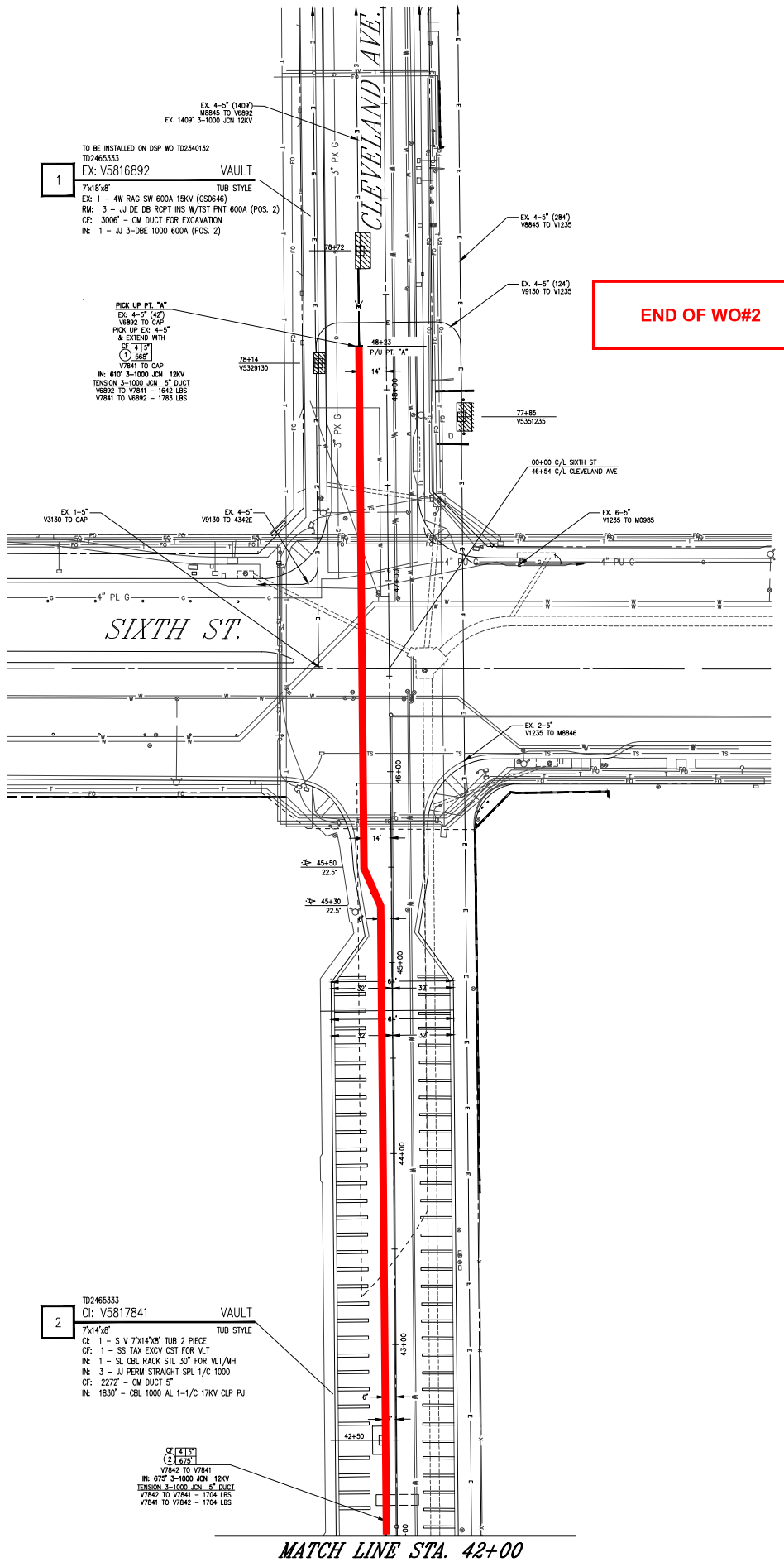
QUAZITE CORP.
815 NORTH KING RD
SAN JOSE, CA 95133
(408) 923-5333
(310) 225-5500

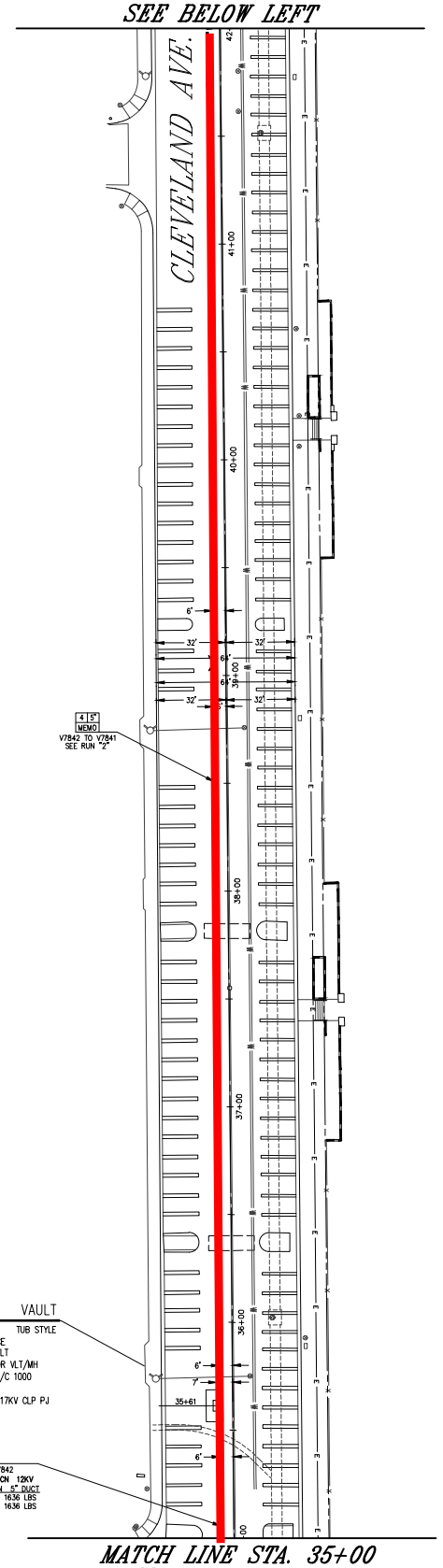
D04G: 12/12/24

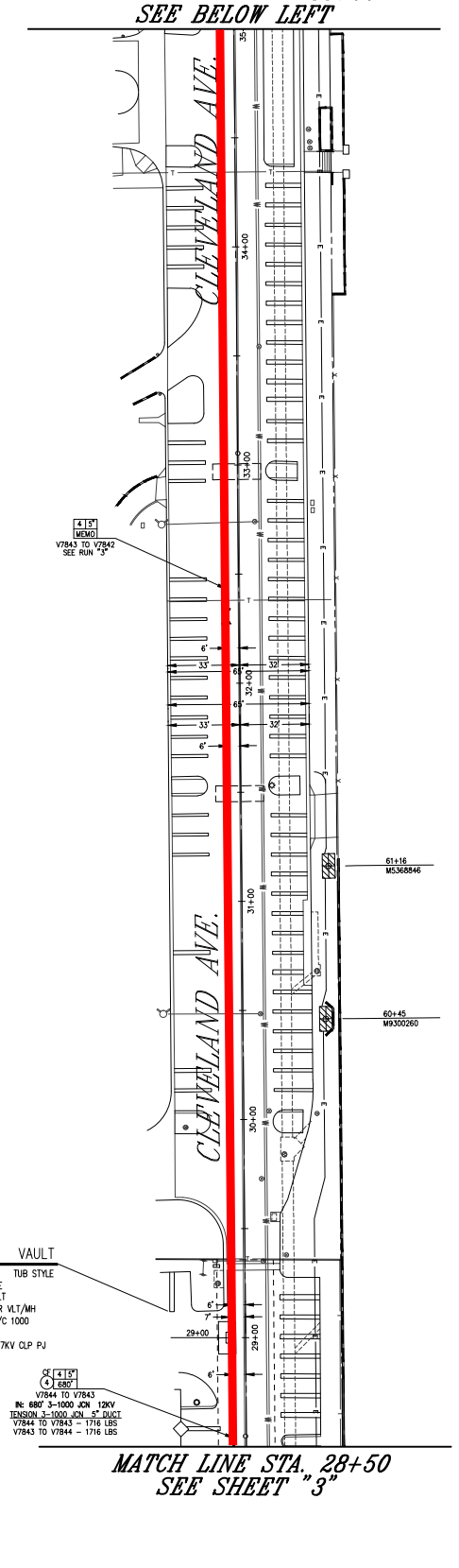
DATE	REVISION DESCRIPTION	APPROVED	DRAWN	CHECKED

DISTRICT: 34 – ONTARIO	PROJ. MGR: BRIGHT, DEANDRA PHONE: 714-843-7948	PLANNER: WISE, TODD PHONE: 805-588-2745	DESIGNER: WEDDLE, JISTINA	
PROJECT NO.: 31390909	SERVICE REQUEST: 4017527	MSR NO.:	PROJECT-1: 2465333-LINE EXTENSION	ASSOC DESIGN 1888443
CIRCUIT / VOLTAGE: REDEYE 12KV		GPS	PROJECT-2	ASSOC DESIGN
SUB / PS NO.: GENAMIC		CIRCUIT CODE	PROJECT-3	ASSOC DESIGN
INVENTORY MAP: 213-2130-0		J.P.A. NO.		
PROPOSED CONSTRUCTION (LOCATION): TR: PM 17978 – W⊘#2 E 4TH ST TO 6TH ST ONTARIO CA 91764				
F 02/18/26 T. WISE		J. WATKINS	J. WEDDLE	
A 01/09/26		A. SCOTT	A. SCOTT	
TYPE / DATE / APPROVED BY / CHECKED BY / DRAWN BY / PAX #				
Southern California Edison Company			SHEET 1 OF 3	DESIGN/DRNG NO. 1888443_0.01

FILE: I:\ABD\1888443_0.01.DGN 24"x36" (1:1) 2/27/2026 12:51 PM USACD BY: WEDDLE







N

SOUTHERN CALIFORNIA EDISON
An EDISON INTERNATIONAL Company

SCALE: 1" = 30'
0 30 60

UNDERGROUND SERVICE ALERT
Contact USA
Dial 811 or 800-422-4133
www.digalert.org/contact
FOR UNDERGROUND LOCATING
TWO WORKING DAYS BEFORE YOU DIG

DTE: 03/27/24

FINAL DESIGN
APPROVED FOR CONSTRUCTION

DATE	REVISION DESCRIPTION	APPROVED	DRAWN	CHECKED

DISTRICT: 34 – ONTARIO	PROJ. MGR. BRIGHT, DEANDRA PHONE 714-943-7948	PLANNER WISE, TODD PHONE 805-588-2745	DESIGNER WEDDLE, JUSTINA
PROJECT NO.: 3139099 / 4017527	WOR NO.	PRODUCT-1: 2465333-LINE EXTENSION	ASSOC DESIGN: 1888443
CIRCUIT / VOLTAGE: REDEYE 12KV	GPS	PRODUCT-2	ASSOC DESIGN
SUB / FIC NO.: GENAMIC	CIRCUIT CODE	PRODUCT-3	ASSOC DESIGN
INVENTORY MAP: 213-2130-0	J.P.A. NO.	PROPOSED CONSTRUCTION (LOCATION): TR: PM 17978 – WO#2 E 4TH ST TO 6TH ST ONTARIO CA 91764	
F 02/16/26 T. WISE	J. WATKINS	J. WEDDLE	
A 01/09/26	A. SCOTT	A. SCOTT	
TYPE / DATE / APPROVED BY / CHECKED BY / DRAWN BY / PAX #	Southern California Edison Company	SHEET 2 of 3	DESIGN\DRNG NO. 1888443_0.01

635

MATCH LINE STA. 28+50
SEE SHEET "2"

28+00
27+00
26+00
25+00
24+00
23+00
22+00

4 15"
MEMO
V7844 TO V7843
SEE RUN "4"

5
TD2465333
CI: V5817844 VAULT
7'x14'x8' TUB STYLE
CI: 1 – S.V 7'X14'X8' TUB 2 PIECE
CF: 1 – SS TAX EXCIV CST FOR VLT
IN: 1 – SL CBL RACK STL 30" FOR VLT/MH
IN: 3 – JJ PERM STRAIGHT SPL 1/C 1000
CF: 2720' – CM DUCT 5"
IN: 2040' – CBL 1000 AL 1–1/C 17KV CLP PJ

5E 4 15"
5 43E
V1243 TO V7844
IN: 43E 3–1000 JCN 12KV
TENSION 3–1000 JCN 5" DUCT
V1243 TO V7844 – 1478 LBS
V7844 TO V1243 – 1241 LBS

CLEVELAND AVE.

MATCH LINE STA. 21+50
SEE ABOVE RIGHT

MATCH LINE STA. 21+50
SEE BELOW LEFT

00+00 C/L FOURTH ST
20+00 C/L CLEVELAND AVE

FOURTH ST.

CITY OF RANCHO CUCAMONGA
CITY OF ONTARIO
CITY OF RANCHO CUCAMONGA
CITY OF ONTARIO

4" PU G
6" C
4" RSP RS2
19+27
22.5°
4 15"
MEMO
V1243 TO V7844
SEE RUN "5"

TD2465333
EX: V5601243 VAULT
6'x12'x7' TUB STYLE
EX: 1 – SW UG SF6 LB 4W 600A 15KV (GS6687)
RM: 3 – JJ DE DB RCPT INS W/TST PNT 600A (POS. 1)
IN: 1 – JJ 3–DBE 1000 600A (POS. 1)
CF: 1752' – CM DUCT 5"
IN: 1314' – CBL 1000 AL 1–1/C 17KV CLP PJ

6

EXISTING VAULT
WO#2 SCOPE STARTS
HERE

17+92
22.5°
17+61

VIA ASTI (PVT.)

17+00
16+00
15+00

EX. 4–5" (625')
V1243 TO V4815
EX. 637' 3–1000 JCN 12KV

EX. 1–5" (350')
V1243 TO CAP

EX. 1–5" (740')
V1243 TO CAP

EX. 2–5"
EX. 3–750 CLP 12KV
V5601242 TO V5601243

N

SOUTHERN CALIFORNIA EDISON
An EDISON INTERNATIONAL Company

SCALE: 1" = 30'
0 30 60

UNDERGROUND SERVICE ALERT
Contact USA
Dial 811 or 800-422-4133
www.digalert.org/contact
FOR UNDERGROUND LOCATING
TWO WORKING DAYS BEFORE YOU DIG

DIG: 03/22/24

FINAL DESIGN
APPROVED FOR CONSTRUCTION

DATE	REVISION DESCRIPTION	APPROVED	DRAWN	CHECKED

DISTRICT: 34 – ONTARIO	PROJ. MGR. PHONE: BRIGHT, DEANDRA 714-943-7948	PLANNER PHONE: WISE, TODD 805-588-2745	DESIGNER: WEDDLE, JUSTINA
PROJECT NO.: 3139099 SERVICE REQUEST: 4017527	WOR NO.	PRODUCT-1: 2465333–LINE EXTENSION	ASSOC DESIGN: 1888443
CIRCUIT / VOLTAGE: REDEYE 12KV	GPS	PRODUCT-2	ASSOC DESIGN
SUB / FID NO.: GENAMIC	CIRCUIT CODE	PRODUCT-3	ASSOC DESIGN
INVENTORY MAP: 213–2130–0	G.P.A. NO.	PROPOSED CONSTRUCTION (LOCATION): TR: PM 17978 – WO#2 E 4TH ST TO 6TH ST ONTARIO CA 91764	
F 02/16/26 T. WISE	J. WATKINS	J. WEDDLE	
A 01/09/26	A. SCOTT	A. SCOTT	
TYPE / DATE / APPROVED BY / CHECKED BY / DRAWN BY / FAX #			SHEET: 3 of 3
Southern California Edison Company			DESIGN\DRWG NO.: 1888443_0.01

636

CITY OF ONTARIO *Agenda Report* **April 7, 2026**	**SECTION:** **PUBLIC HEARINGS**
Department: Utilities Prepared By: Courtney Jones Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Courtney Jones, Michael Sigsbee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 15

SUBJECT: A PUBLIC HEARING TO CONSIDER AN ORDINANCE AMENDING CHAPTER 8B OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE RELATED TO WATER SERVICE FEES

RECOMMENDATION: That City Council introduce and waive further reading of an Ordinance amending Chapter 8B of Title 6 of the Ontario Municipal Code related to water service fees.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: There is no new fiscal impact anticipated from the proposed updates to Section 6-8.51 of Chapter 8B of Title 6 relating to water service fees and charges. There are no revisions to the current schedule of fees and charges being proposed at this time. If there are future fiscal impacts, they will be incorporated as part of the City's next comprehensive Rate Study. There is no impact to the General Fund.

BACKGROUND & ANALYSIS: The City owns and operates a potable water distribution system with over 40,000 service connections, providing high-quality drinking water to over 185,000 Ontario residents. The City also owns and operates a recycled water distribution system containing over 50 miles of pipelines with over 550 service connections, which supports the City's water conservation efforts by reducing the use of potable water. Recycled water is not approved for drinking and is primarily used for agricultural purposes, landscape irrigation, and commercial and industrial activities. Chapter 8B of the Municipal Code generally includes account services, criteria for water service design, construction, operations, and management of water facilities.

The proposed changes to Section 6-8.51 of Chapter 8B of Title 6 are intended to improve operational efficiency and ensure compliance with updated laws and regulations. These revisions also support public health and safety, and the reliability of the City's water system. Key proposed changes include:

- Revisions to ensure compliance with updated laws and regulations governing rates for water service outside the City limits.
- Revisions to enhance flexibility in supplying water for agricultural services to support efficient system management, regulatory compliance, and long-term resource sustainability.

The proposed ordinance amendments strengthen legal compliance and promote consistent application citywide. They also provide flexibility to support system optimization and proactive water resource management. Enhancing ordinance flexibility is aligned with the City's broader strategic goals by enabling adaptive policy implementation, improving operational resilience, supporting responsible growth, and ensuring long-term reliability and sustainability of the water system.

Staff and Legal have reviewed the proposed changes to Section 6-8.51 of Chapter 8B of Title 6 to ensure it meets state requirements. Staff recommends adoption of the proposed changes to the City's municipal code.

ENVIRONMENTAL REVIEW: The Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15358 (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Moreover, the City Council finds that this Ordinance is also exempt under CEQA pursuant to Guidelines Section 15061(b)(3) (there exists no possibility that the activity will have a significant adverse effect on the environment).

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING SECTION 6-8.51 OF CHAPTER 8B OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE PERTAINING TO WATER SERVICE FEES AND FINDING THAT SUCH ACTION DOES NOT QUALIFY AS A PROJECT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT UNDER STATE CEQA GUIDELINES SECTION 15378 AND IS OTHERWISE EXEMPT FROM CEQA UNDER STATE CEQA GUIDELINES SECTION 15061(b)(3).

WHEREAS, the City of Ontario (the "City") owns and operates a potable water distribution system that delivers high-quality drinking water to City residents along with a recycled water distribution system that supports the City's water conservation efforts by offsetting potable water use; and

WHEREAS, the City Council has determined that certain amendments to the City's Municipal Code are necessary in order to align with current business practices related to potable and recycled water use, and allow for optimization in operational, regulatory, public health and safety, or system reliability considerations; and

WHEREAS, the proposed amendments will specifically enhance flexibility in (1) establishing future rates for service outside the City's limits, supporting regional coordination and enabling the City to respond strategically to opportunities for external water service arrangements, and (2) supplying water for agricultural services to support efficient system management, regulatory compliance, and long-term resource sustainability; and

WHEREAS, the City Council finds the proposed amendments are aligned with the City's broader strategic goals by enabling adaptive policy implementation, improving operational resilience, supporting responsible growth, and ensuring long-term reliability and sustainability of the water system.

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

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

SECTION 2. Section 6-8.51 (Service fees and charges) of Chapter 8B (Water Services) of Title 6 (Sanitation and Health) of the Ontario Municipal Code is hereby amended in its entirety to read as follows:

"Sec. 6-8.51. Service fees and charges.

(a) Residential, non-residential, and private fire service water fees and charges. In addition to other fees, assessments, or charges provided by the Municipal Code or adopted by the City Council, the owner or occupant of

any parcel of property for which no other water service fee or charge is provided, and which parcel of property is connected to the water system of the City, shall pay monthly water service fees and charges as established from time to time by resolution of the City Council.

(b) Turning water supply on and off. No charge shall be made for shutting off and turning on water supply when requested by the customer for the closing of an old account or the beginning of a new one. When service has been discontinued due to non-payment of utility bills or for any infraction of the rules, the charges to restore water service shall be as listed above. The customer shall pay these charges, plus the amount of any outstanding bills, before service can be restored.

(c) Construction water. All construction water shall be metered and charged.

(d) Temporary service connection. Temporary service connections shall be subject to the fees and deposits as established from time to time by resolution of the City Council. All water delivered through a temporary service connection shall be metered and charged.

(e) Water meter testing fee. Water meter testing fee shall be based on the actual costs of removal, testing and reinstallation of the meter.

(f) Reserved.

(g) Other water service work. This charge is based on actual time, travel and material cost based on the City's burden of labor and overhead rates in effect at the time service is provided.

(h) Reserved.

(i) Charges for agricultural use. Charges for usage of water for agricultural service, where the agricultural use provides assignment of water production rights to the City, shall be determined by the Utilities General Manager; provided, however, such charges will be consistent with the most recent rate study and current rates charged by the Chino Basin Watermaster for replenishment assessments.

(j) Charges for unmetered service. Unmetered usage of water and charges for unmetered usage of water shall be authorized by the Utilities General Manager prior to such usage; provided, however, such charges shall be reasonably in accordance with the charges established by resolution adopted by the City Council."

SECTION 3. CEQA. The City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15378 because the activity is not a "project" subject to CEQA. (Cal. Code Regs. Tit. 14, § 15378). Section 15378 defines a project as an activity that "has a potential for resulting

in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (Cal. Code Regs. Tit. 14, § 15378(a).) These measures are not expected to result in any direct or reasonably foreseeable indirect physical change in the environment, and thus the Ordinance is not a project subject to CEQA. Moreover, the City Council finds that even if this Ordinance is considered a project, it is exempt from CEQA under State CEQA Guidelines Section 15061(b)(3), the "common sense" exemption, because it can be seen with certainty that there is no possibility that the Ordinance will have a significant effect on the environment. (Cal. Code Regs. Tit. 14, §15061(b)(3).)

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or in effective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

SECTION 5. Effective Date. This Ordinance shall become effective thirty (30) days after its adoption by the City Council.

SECTION 6. Certification. The Mayor shall sign this Ordinance, and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

SECTION 6. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2026.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held _____ and adopted at the regular meeting held _____, 2026 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. _____ duly passed and adopted by the Ontario City Council at their regular meeting held _____ and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **April 7, 2026**	**SECTION:** **ADMINISTRATIVE REPORTS/DISCUSSION/ACTION**
Department: Economic Development Prepared By: Charity Hernandez Department: Prepared By: Charity Hernandez Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 16

SUBJECT: **REFINANCING PLAN FOR PROPERTY OWNED BY THE CITY OF ONTARIO LOCATED AT 9155-9381 EAST RIVERSIDE DRIVE AND APPROVAL OF RELATED LEASE FINANCING OBLIGATION**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute all documents required for the completion of the lease-leaseback financing within the authorization limits and adopt a Resolution approving:

A. The refinancing of real property owned by the City of Ontario ("City") located at 9155-9381 East Riverside Drive through the delivery of a lease financing obligation; and
B. The Lease Agreement ("Lease Agreement") between the City and the Ontario Public Finance Authority ("Authority"); and
C. The Site Lease ("Site Lease") between the City and the Authority; and
D. All necessary action and documents required to be delivered pursuant to the Lease Agreement and/or Site Lease, including without limitation the Assignment Agreement ("Assignment Agreement").

That the Authority authorize the Executive Director or Chief Financial Officer, or their designee, to execute all documents required for the completion of the lease financing within the authorization limits and adopt a Resolution approving:

A. The refinancing of real property owned by the City located at 9155-9381 East Riverside Drive through the delivery of a lease financing obligation; and
B. The Lease Agreement between the City and the Authority; and
C. The Site Lease between the City and the Authority; and
D. The Assignment Agreement among the Authority, the City, and the Purchasing Funds.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner

FISCAL IMPACT: The aggregate of the principal components of the Lease Payments shall not exceed $84,000,000 and the true interest cost of the interest components of the Lease Payments shall not exceed 3.00%. The term of the lease is five years and will commence upon closing. Appropriations for future years will be included in accordance with the annual Budget adoption process to City Council for approval.

BACKGROUND & ANALYSIS: In March of 2023, the City purchased approximately 115-acres of real property located at 9155-9381 East Riverside Drive from Ronald and Kristine Pietersma Family Trust ("Seller") for site improvements related to the Ontario Sports Empire project, in particular the baseball stadium, parking structure, surface parking, and sports fields. As part of the acquisition, the Seller agreed to repayments from the City over a 10-year period.

The City now wishes to refinance the acquisition costs through the delivery of a lease financing obligation. The unallocated reserves of certain of the City's funds (Purchasing Funds), as described in the financing documents, may be used to purchase the lease obligation.

The purchase of the lease obligation by the Purchasing Funds will constitute an investment of such funds in that the investment will be the purchase of an obligation of a local agency as described in Section 53601(a) of the California Government Code. Pursuant to the requirements thereof, the obligation is for a term of less than 5 years. The purchase of the lease obligation will not interfere with the cash flow needs of the Purchase Funds for the term of the investment.

The actions taken with respect to the lease financing are as follows: The Purchasing Funds will advance the amount not to exceed of $84,000,000 to the City's Capital Projects Fund, and in return the City will enter into the lease obligation with the Authority. The Authority will assign its right to receive the lease payments to the Purchasing Funds for the term of 5 years in order to repay all of the amount advanced to the General Fund including interest at a rate of 3.00%. This lease agreement will have the same profile as under the current obligation but with a lower interest rate. The City will promise to annually budget and appropriate the amounts equal to the lease payments in order to repay the Purchasing Funds.

In order to refinance the acquisition of property, the documents accomplish the following: On the date of the closing of the refinancing plan, the City will concurrently lease the property to the Authority under the Site Lease as lessee.

Additionally, the Authority will concurrently lease the property under the Lease Agreement, by which the City will make lease payments sufficient to pay the annual lease payment. The Authority will then assign its right to receive the lease payments to the Purchasing Funds under the Assignment Agreement.

The lease property includes the following City-owned facilities:
1333 South Bon View Avenue
208 West Emporia
155 East C Street
331 North Sultana Avenue

Staff recommends approval of the City Council Resolution and the Authority Board Resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING EXECUTION AND DELIVERY OF A SITE LEASE, A LEASE AGREEMENT, AND OTHER RELATED DOCUMENTS IN CONNECTION WITH ENTERING INTO A LEASE OBLIGATION THROUGH A LEASE FINANCING ARRANGEMENT WITH THE ONTARIO PUBLIC FINANCING AUTHORITY AND CERTAIN OTHER ACTIONS RELATING THERETO.

WHEREAS, the City Council (the "City Council") of the City of Ontario (the "City") hereby determines that it is in the best interests of the City to refinance existing obligations of the City for the acquisition of real property used in connection with the Sports Empire (the "Project"), through a lease financing arrangement (the "Lease Obligation") with the Ontario Public Financing Authority (the "Authority") and certain lending funds of the City; and

WHEREAS, the City, in order to accomplish the refinancing of the Project, wishes to enter into a Site Lease and a Lease Agreement, each between the City and the Authority, hereinafter more particularly described, and that certain other actions be taken and authorized, and that the Lease Payments thereunder will be assigned to the Purchasing Funds under an Assignment Agreement; and

WHEREAS, the City has determined that the unallocated reserves of the City's Water Operating Fund, Water Capital Fund, Equipment Services Fund, Leave Liability Fund, or such other available funds (together, the "Purchasing Funds") may be used to purchase the Lease Obligation, as the purchase of the Lease Obligation by the Purchasing Funds will constitute an investment of such funds, in that the investment will be the purchase of an obligation of a local agency as described in Section 53601(a) of the California Government Code, the obligation is for a term of less than 5 years, and the purchase of the obligation will not interfere with the cash flow needs of the Purchasing Funds for the term of the investment. With respect to the City's prudent investment requirement, the City Council ensures that it fully intends to honor the covenants and obligations under the Lease Obligation; and

WHEREAS, Section 5852.1 of the Government Code of the State of California ("Section 5852.1") provides that the City Council obtain from an underwriter, financial advisor or private lender and disclose, in a meeting open to the public, prior to authorization of the issuance of the Lease Obligation, good faith estimates of (a) the true interest cost of the Lease Obligation, (b) the finance charge of the Lease Obligation, meaning the sum of all fees and charges paid to third parties, (c) the amount of proceeds of the Lease Obligation received less the finance charge described above and any reserves or capitalized interest paid or funded with proceeds of the Lease Obligation and (d) the sum total of all debt service payments on the Lease Obligation calculated to the final maturity of the Lease Obligation plus the fees and charges paid to third parties not paid with the proceeds of the Lease Obligation; and

WHEREAS, in accordance with Section 5852.1, the City Council has obtained such good faith estimates from Urban Futures, Inc., the City's municipal advisor (the "Municipal Advisor"), and such estimates are disclosed in Exhibit A attached hereto; and

WHEREAS, this City Council has determined that the financing terms presented to the City by the Purchasing Funds are acceptable and that it is in the best interest of the City that the financing terms be accepted.

NOW, THEREFORE, the City Council of the City of Ontario does hereby resolve and declare as follows:

SECTION 1. Findings and Determinations. (a) The City Council hereby finds and determines that it is in the prudent management of the fiscal affairs of the City that the lease financing be used to cause the refinancing of the obligations issued for the acquisition of the Project.

(b) Pursuant to Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), the City Council hereby finds that the lease financing will result in savings in effective interest rates, underwriting costs and bond issuance costs and thereby result in significant public benefits pursuant to Section 6586 of the Act.

(c) The City Council hereby finds and determines that the fair rental value of the leased premises under the Lease Agreement (the "Leased Premises"), exceeds the present value of Lease Payments to be made under the Lease Agreement.

SECTION 2. Approval of Financing. The City hereby approves the Project subject to the terms and conditions of this Resolution.

SECTION 3. Approval of Financing Documents. The City Council hereby approves each of the following documents in substantially the respective forms on file with the City Clerk, together with any such additions thereto and changes therein as Best Best & Krieger LLP ("Special Counsel") shall deem necessary, desirable or appropriate, the execution of which by the Mayor, City Manager, or the Executive Director of Finance shall be conclusive evidence of the approval of any such additions and changes:

(1) the Site Lease;
(2) the Lease Agreement; and
(3) the Assignment Agreement.

The Mayor, the City Manager, or the Executive Director of Finance are each hereby authorized and directed to execute, and the City Clerk is hereby authorized and directed to attest to, the final form of each of the foregoing documents and agreements for and in the name and on behalf of the City. The City Council hereby authorizes the delivery and performance of each of the foregoing documents and agreements.

SECTION 4. Financing Terms; Investment. The financing terms presented to the City by the Purchasing Funds are approved as follows: the maximum principal amount of the financing is $84,000,000, the maximum interest rate with respect to the financing is 3.000%, and the maximum term for the financing is 5 years.

This City Council hereby finds that the purchase of the financing by the Purchasing Funds complies with the City's investment policy for the Purchasing Funds and that the City has taken measures to ensure that the investment by the Purchasing Funds will be repaid through the General Fund budget and appropriation process during the next 5 fiscal years.

SECTION 5. Requisitions. The City Manager or the Executive Director of Finance, or any one of them, are hereby authorized and directed to execute one or more requisitions authorizing the payment of costs of issuing the Lease Obligations from the proceeds of payment by the Authority under the Site Lease.

SECTION 6. Other Acts. The City Manager, Executive Director of Finance, and the other officers and staff members of the City are hereby authorized and directed, jointly and severally, to do any and all things, to execute and deliver any and all documents, which in consultation with the staff and Special Counsel they may deem necessary or advisable in order to consummate the Project, or otherwise to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified and confirmed.

SECTION 7. Effective Date. This Resolution shall take effect upon adoption.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 7th day of April 2026.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2026- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held April 7, 2026 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held April 7, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A
GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Lease Obligation in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the City by the Municipal Advisor in consultation with the Underwriter.

Principal Amount. The Municipal Advisor has informed the City that, based on the financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Lease Obligation to be sold is $84,000,000 (the "Estimated Principal Amount").

True Interest Cost of the Lease Obligation. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Lease Obligation is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Lease Obligation, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Lease Obligation, is 3.00%.

Finance Charge of the Lease Obligation. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Lease Obligation is sold, and based on market interest rates prevailing at the time of preparation of such estimate and no cost attributable to the purchase of a bond insurance or reserve surety policy (which the City would purchase only if the cost of such insurance premiums were less than the interest cost savings attributable thereto), its good faith estimate of the finance charge for the Lease Obligation, which means the sum of all fees and charges paid to third parties (or costs associated with the Lease Obligation), is $0.0.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Lease Obligation is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the City for the sale of the Lease Obligation, less the finance charge of the Lease Obligation, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Lease Obligation, is $84,000,000.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Lease Obligation is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the City will make to pay debt service on the Lease Obligation, plus the finance charge for the Lease Obligation, as described above, not paid with the proceeds of the Lease Obligation, calculated to the final maturity of the Lease Obligation, is $94,378,200 (excluding any offsets from reserves or capitalized interest).

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Lease Obligation delivered and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Lease Obligation being different than the date assumed for purposes of such estimates, (b) the actual principal amount of the Lease Obligation sold being different from the Estimated Principal Amount, (c) the actual amortization of the Lease Obligation being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Lease Obligation being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the financing plan or finance charges, or a combination of such factors. Market interest rates are affected by economic and other factors beyond the control of the City.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ONTARIO PUBLIC FINANCING AUTHORITY, OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING EXECUTION AND DELIVERY OF A SITE LEASE, A LEASE AGREEMENT, AND OTHER RELATED DOCUMENTS IN CONNECTION WITH THE REFINANCING OF EXISTING OBLIGATIONS OF THE CITY AND CERTAIN FUNDS OF THE CITY PROVIDING INTERIM FINANCING, AND CERTAIN OTHER ACTIONS RELATING THERETO.

WHEREAS, the Board of Directors (the "Board") of the Ontario Public Financing Authority (the "Authority") hereby determines that it is in the best interests of the Authority and City of Ontario ("City") to refinance existing obligations of the City for the acquisition of real property used in connection with the Sports Empire (the "Project"), through a lease financing arrangement (the "Lease Obligation") with the City and the purchasing funds of the City as may be determined by the Water Operating Fund, Water Capital Fund, Equipment Services Fund, and Leave Liability Fund of the City, or other available participating fund (together, the "Purchasing Funds"); and

WHEREAS, the Authority, in order to accomplish the refinancing of the Project, wishes to enter into a Site Lease and a Lease Agreement, each between the City and the Authority, hereinafter more particularly described, and desires that certain other actions be taken and authorized and that the Lease Payments thereunder will be assigned to the Purchasing Funds under an Assignment Agreement; and

WHEREAS, the current interest rate environment is favorable to refinance the outstanding obligation and the City and Authority propose to enter into a refunding Lease Obligation which does not exceed $84,000,000 under the provisions of Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), which are proposed to be payable from lease payments to be paid to the Authority by the City pursuant to a Lease Agreement (the "Lease Agreement") as may be determined by the Authority; and

WHEREAS, this Board has determined that the financing terms presented to the Authority by the Purchasing Funds are acceptable and that it is in the best interest of the Authority that the financing terms be accepted.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE ONTARIO PUBLIC FINANCING AUTHORITY DOES HEREBY RESOLVE AND DECLARE AS FOLLOWS:

SECTION 1. Findings and Determinations. (a) The Authority hereby finds and determines that it is in the prudent management of the fiscal affairs of the City that the proceeds of the Lease Obligation be used to cause the defeasance and prepayment of the outstanding obligation relating to the Project.

(b) Pursuant to the Act, the Authority hereby finds that the Lease Obligation will result in savings in effective interest rates, underwriting costs and bond issuance costs and thereby result in significant public benefits pursuant to Section 6586 of the Act.

(c) The Authority hereby finds that the fair rental value of the leased premises under the Lease Agreement (the "Leased Premises"), exceeds the present value of Lease Payments to be made under the Lease Agreement.

SECTION 2. Approval of Financing. The Board hereby approves the financing of the Project subject to the terms and conditions of this Resolution.

SECTION 3. Approval of Financing Documents. The Board hereby approves each of the following documents in substantially the respective forms on file with the Secretary, together with such additions thereto and changes therein as Best Best & Krieger LLP ("Special Counsel") shall deem necessary, desirable or appropriate, the execution of which by the Authority's Executive Director or Chief Financial Officer shall be conclusive evidence of the approval of any such additions and changes:

(1) the Site Lease;
(2) the Lease Agreement; and
(3) the Assignment Agreement.

The Authority's President, the Executive Director, or the Chief Financial Officer are each hereby authorized and directed to execute, and the Secretary is hereby authorized and directed to attest to the final form of, each of the foregoing documents and agreements for and in the name and on behalf of the Authority. The Board hereby authorizes the delivery and performance of each of the foregoing documents and agreements.

SECTION 4. Financing Terms. The financing terms presented to the Authority by the Purchasing Funds are hereby approved as follows: the maximum principal amount of financing is $84,000,000, the maximum interest rate with respect to the financing is 3.000%, and the maximum term for the financing is 5 years.

SECTION 5. Other Acts. The Authority's Executive Director and the Chief Financial Officer and the other officers and staff members of the Authority are hereby authorized and directed, jointly and severally, to do any and all things, to execute and deliver any and all documents, which in consultation with the staff and Special Counsel they may deem necessary or advisable in order to consummate the refinancing of the Project, or otherwise to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified and confirmed.

SECTION 6. Effective Date. This Resolution shall take effect upon adoption.

The Secretary of the Ontario Public Financing Authority shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 7th day of April 2026.

_____
PAUL S. LEON, CHAIRMAN

ATTEST:

_____
SHEILA MAUTZ, AUTHORITY SECRETARY

APPROVED AS TO FORM:

_____
AUTHORITY COUNSEL

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, Secretary of the Ontario Public Financing Authority, DO HEREBY CERTIFY that the foregoing Resolution No. OPFA- was duly passed and adopted by the Board Members of the Ontario Public Financing Authority at their regular meeting held April 7, 2026, by the following roll call vote, to wit:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

_____
SHEILA MAUTZ, AUTHORITY SECRETARY

(SEAL)

The foregoing is the original of Resolution No. OPFA duly passed and adopted by the Ontario Public Financing Authority at their regular meeting held April 7, 2026.

_____
SHEILA MAUTZ, AUTHORITY SECRETARY

(SEAL)

LEASE AGREEMENT

by and between

ONTARIO PUBLIC FINANCING AUTHORITY,
as Sublessor

and

CITY OF ONTARIO, CALIFORNIA,
as Sublessee

Dated as of April 1, 2026

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LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease Agreement"), dated as of April 1, 2026, is by and between the **ONTARIO PUBLIC FINANCING AUTHORITY**, a public agency existing under the laws of the State of California, as lessor (the "Authority"), and the **CITY OF ONTARIO**, a general law city and municipal law corporation, duly organized and existing under and by virtue of the laws of the State of California, as lessee (the "City").

W I T N E S S E T H :

WHEREAS, pursuant to that certain Site Lease, dated as of April 1, 2026 (the "Site Lease"), the City will acquire certain parcels of real property situated in the City of Ontario, San Bernardino County, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site" or the "Property"), to the Authority, all for the purpose of enabling the City to refinance existing obligations of the City for the acquisition of real property used in connection with the Sports Empire (the "Project"); and

WHEREAS, the Authority proposes to lease the Property back to the City pursuant to this Lease Agreement; and

WHEREAS, in consideration of the right of, possession of, and the continued quiet use and enjoyment of the Property during each Rental Period under this Lease Agreement, the City agrees to make certain Lease Payments (as hereinafter defined); and

WHEREAS, the City and the Authority have agreed to enter into this Lease Agreement providing for Lease Payments with an aggregate principal component in the amount of $84,000,000 for the purpose of implementing the financing transactions described above; and

WHEREAS, the City and the Authority agree to mutually cooperate now and hereafter, to the extent possible, in order to sustain the intent of this Lease Agreement and the bargain of both parties hereto.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions. All terms defined in this Section 1.01 have the meanings herein specified for all purposes of this Lease Agreement.

"*Additional Payments*" means the amounts specified as such in Section 4.03(b) of this Lease Agreement.

"Authority" means the Ontario Public Financing Authority.

"*Bond Counsel*" means (a) Best Best & Krieger LLP, or (b) any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income under Section 103 of the Tax Code.

"*Business Day*" means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed in the State.

"*City*" means the City of Ontario, California, a municipal corporation and general law city organized and existing under the laws of the State.

"*City Representative*" means the Mayor, the City Manager, the Executive Director of Finance or the designee of any such official, or any other person authorized by resolution delivered to the Authority to act on behalf of the City under or with respect to the Site Lease and this Lease Agreement.

"*Closing Date*" means the date this Lease Agreement or a memorandum thereof is recorded in the office of the County Recorder of the County of San Bernardino.

"*Contract*" means any indenture, trust agreement, contract, agreement (other than this Lease Agreement), other contractual restriction, lease, mortgage or instrument.

"*Event of Default*" means any of the events of default as defined in Section 8.01 hereof.

"*Federal Securities*" means any direct general non-callable obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or obligations the timely payment of principal of and interest on which are directly guaranteed by the United States of America.

"*Fiscal Year*" means each twelve-month period during the Term of this Lease Agreement commencing on July 1 in any calendar year and ending on June 30 in the next succeeding calendar year, or any other twelve-month period selected by the City as its fiscal year period.

"*Lease Agreement*" means this Lease Agreement, dated as of April 1, 2026, between the Authority and the City.

"*Lease Payment Date*" means April 1 in each year, commencing April 1, 2027, and continuing to and including the final date on which the Lease Payments are to be paid hereunder, which shall be April 1, 2031.

"*Lease Payments*" means all payments required to be paid by the City under Section 4.04 hereof, including any prepayment thereof under Sections 9.02 or 9.03 hereof.

"*Net Proceeds*" means any insurance or eminent domain award (including any proceeds of sale to a governmental entity under threat of the exercise of eminent domain powers), paid with respect to the Property, to the extent remaining after payment therefrom of all expenses incurred in the collection thereof.

"*Permitted Encumbrances*" means, as of any time, (a) liens for general *ad valorem* taxes and assessments, if any, not then delinquent, or which the City may permit to remain unpaid under Article VI of this Lease Agreement; (b) the Site Lease and this Lease Agreement; (c) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (d) the exceptions disclosed in the title insurance policy issued with respect to the Property as of the Closing Date; and (e) any easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record and which the City certifies in writing will not materially impair the use of the Property for its intended purposes.

"Project" means the Project as described in the recitals of this Lease Agreement.

"*Property*" means, collectively, the Site.

"*Purchaser*" means, collectively, the Water Operating Fund, Water Capital Fund, Equipment Services Fund, Leave Liability Fund, or such other participating fund of the City.

"*Rental Period*" means each period during the Term of this Lease Agreement commencing on and including April 2 in each year and extending to and including the next succeeding April 1. The first Rental Period begins on the Closing Date and ends on April 1, 2027.

"*Site*" means that certain real property more particularly described in Exhibit A to the Site Lease and in Exhibit A to this Lease Agreement.

"*Site Lease*" means the Site Lease, dated as of April 1, 2026, by and between the City, as lessor, and the Authority, as lessee, together with any duly authorized and executed amendments thereto.

"*State*" means the State of California.

"*Term of this Lease Agreement*" or "*Term*" means the time during which this Lease Agreement is in effect, as provided in Section 4.02.

Section 1.02. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this

Lease Agreement as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 2.01. Covenants, Representations and Warranties of the City. The City makes the following covenants, representations, and warranties to the Authority as of the date of the execution and delivery of this Lease Agreement:

(a) ***Due Organization and Existence***. The City is a municipal corporation and general law city, duly organized and existing under and by virtue of the laws of the State, has full legal right, power and authority under the laws of the State to enter into the Site Lease and this Lease Agreement and to carry out and consummate all transactions on its part contemplated hereby and thereby, and by proper action the City has duly authorized the execution and delivery by the City of the Site Lease and this Lease Agreement.

(b) ***Due Execution***. The representative of the City executing the Site Lease and this Lease Agreement has been fully authorized to execute the same by a resolution duly adopted by the City Council of the City.

(c) ***Valid, Binding and Enforceable Obligations***. The Site Lease and this Lease Agreement have been duly authorized, executed and delivered by the City and constitute the legal, valid and binding agreements of the City enforceable against the City in accordance with their respective terms.

(d) ***No Conflicts***. The execution and delivery of the Site Lease and this Lease Agreement, the consummation of the transactions therein and herein contemplated and the fulfillment of or compliance with the terms and conditions thereof and hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the City is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease or this Lease Agreement or the financial condition, assets, properties or operations of the City.

(e) ***Consents and Approvals***. No consent or approval of any trustee or holder of any indebtedness of the City or of the voters of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of the Site Lease and this Lease Agreement, or the consummation of any transaction therein and herein contemplated, except as have been obtained or made and as are in full force and effect.

(f) ***Sufficient Funds***. The City reasonably believes that sufficient funds can be obtained to make all Lease Payments and all other amounts required to be paid pursuant to this Lease Agreement.

(g) ***No Defaults***. In the last ten years, the City has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Lease Agreement, or under any of its bonds, notes, or other debt obligations.

(h) ***Fee Title***. The City is, or shall be, the owner in fee of title to the Property. No lien or encumbrance on the Property materially impairs the City's use of the Property for the purposes for which it is, or may reasonably be expected to be, held.

(i) ***Use of the Property, Essentiality***. During the term of this Lease Agreement, the Property will be used by the City only for the purpose of performing one or more governmental or proprietary functions of the City consistent with the permissible scope of the City's authority. The Property is essential to the City's efficient and economic operations and the lease thereof for use by the City is in the best interest of the City.

(j) ***Flooding Risk***. The Property is not located in a flood hazard area and has never been subject to material damage from flooding.

(k) ***Value of Property***. The value of the Property (real property replacement cost) is not less than $84,000,000.

Section 2.02. Covenants, Representations and Warranties of the Authority. The Authority makes the following covenants, representations and warranties to the City as of the date of the execution and delivery of this Lease Agreement:

(a) The Authority has been duly organized and is validly existing as a corporation under the laws of the State of California with full corporate power to enter into and undertake its duties and obligations hereunder and has sufficient knowledge and experience in financial and business matters, including purchase and ownership of tax-exempt municipal obligations, to be able to evaluate the economic risks and merits of the investment represented by the Lease Agreement;

(b) The execution, delivery and performance of this Lease Agreement and the Site Lease have been duly authorized by all necessary corporate actions on the part of the Authority and do not require any further approvals or consents;

(c) The execution, delivery and performance of this Lease Agreement and the Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Authority is a party by which it or its property is bound;

(d) There is no pending (for which the Authority has been served) or, to the knowledge of the Authority, threatened action or proceeding before any court or

administrative agency which will materially adversely affect the ability of the Authority to perform its obligations under this Lease Agreement and the Site Lease; and

(e) The Authority will not mortgage or encumber the Property or the Lease Agreement or assign this Lease Agreement or its rights to receive Lease Payments hereunder, except as expressly permitted herein or in the Site Lease.

ARTICLE III

DEPOSIT AND APPLICATION OF FUNDS

Section 3.01. Deposit of and Application of Funds. On the Closing Date, the Authority shall cause the amount of $84,000,000 to be used to fund the amount of the Project.

ARTICLE IV

LEASE OF PROPERTY; LEASE PAYMENTS

Section 4.01. Sublease of Property by the Authority Back to the City.

(a) The Authority shall sublease the Property to the City, and the City shall hereby sublease the Property from the Authority, upon the terms and conditions set forth in this Lease Agreement.

(b) The leasing of the Property by the City to the Authority pursuant to the Site Lease shall not affect or result in a merger of the City's subleasehold estate pursuant to this Lease Agreement and its fee estate as lessor under the Site Lease.

Section 4.02. Term. The Term of this Lease Agreement commences on the Closing Date and ends on April 1, 2031. Unamortized Lease Payments shall be prepaid on April 1, 2031, via a refinancing or the City may cause such unamortized Lease Payments to be prepaid. If on April 1, 2031 the Lease Payments payable hereunder shall have been abated at any time and for any reason and not otherwise paid from rental interruption insurance or other sources, or the City shall have defaulted in its payment of Lease Payments hereunder or any Event of Default has occurred and continues without cure by the City, then the term of this Lease Agreement shall be extended for the actual period of abatement or for so long as the default remains uncured, as necessary to accommodate the final payment of all Lease Payments due hereunder, not to exceed 5 years. The provisions of this Section 4.02 are subject to the provisions of Section 6.01 hereof relating to the taking in eminent domain of the Property or any portion thereof.

Section 4.03. Lease Payments.

(a) ***Obligation to Pay***. Subject to the provisions of Sections 6.01 and 6.03 hereof and the provisions of Article IX, the City agrees to pay to the Authority, its successors and assigns, the Lease Payments (denominated into components of principal and interest) in the respective amounts specified in Exhibit C attached hereto (including any supplements thereto) and by this reference incorporated herein, to be due and payable in immediately available funds on each of the respective Lease Payment Dates specified in

Exhibit C. The Lease Payments payable in any Rental Period with respect to the Property shall be for the use of the Property during such Rental Period. The interest components of the Lease Payments have been calculated based on an interest rate of 3.0% per annum, on the basis of a 360-day year of twelve 30-day months. The City understands that the Authority has assigned its right to receive the Lease Payments to the Purchaser. The Authority, at the request of the City, may defer any Lease Payment to the following Lease Payment Date, at which time the interest component of the Lease Payments shall continue to accrue without penalty at the rate of interest herein stated, provided, however, that the Lease Payments shall not be deferred later than April 1, 2031.

(b) ***Additional Payments***. In addition to the Lease Payments set forth herein, the City agrees to pay as Additional Payments all of the following:

(i) all taxes and assessments of any nature whatsoever, including but not limited to excise taxes, *ad valorem* taxes, *ad valorem* and specific lien special assessments and gross receipts taxes, if any, levied upon the Property or upon any interest of the Authority therein or in this Lease Agreement; provided, however, the City may, at the City's expense and in its name, in good faith contest any such taxes and assessments and, in the event of such contest, may permit such taxes and assessments to remain unpaid during the period of such contest and appeal therefrom unless the Authority shall notify the City that, in the opinion of Bond Counsel, by nonpayment of any such items, the interest of the Authority in the Property will be materially endangered or the Property, or any portion thereof, will be subject to loss or forfeiture, in which event the City shall promptly pay such taxes and assessments or provide the Authority with full security against any loss which may result from nonpayment, in form satisfactory to the Authority;

(ii) insurance premiums, if any, on all insurance required under the provisions of Article V hereof; and

(iii) any other reasonable fees, costs or expenses incurred by the Authority in connection with the execution, performance or enforcement of this Lease Agreement or any of the transactions contemplated hereby or related to the Property, including, without limitation, any amounts which may become due; provided, however, the City shall not be responsible for any costs incurred by the Authority associated with any assignment of this Lease Agreement.

Amounts constituting Additional Payments payable hereunder shall be paid by the City directly to the person or persons to whom such amounts shall be payable. The City shall pay all such amounts when due or at such later time as such amounts may be paid without penalty or, in any other case, within 30 days after notice in writing from the Authority to the City stating the amount of Additional Payments then due and payable and the purpose thereof.

(c) ***Effect of Prepayment***. If the City prepays all Lease Payments in full under Sections 9.02 or 9.03 hereof, the City's obligations under this Section will thereupon cease and terminate. If the City prepays the Lease Payments in part but not in whole under Section 9.03 hereof, the principal components of the remaining Lease Payments will be

reduced on a pro rata basis; and the interest component of each remaining Lease Payment will be reduced on a pro rata basis.

(d) ***Rate on Overdue Payments***. If the City fails to make any of the payments required in this Section 4.03, the payment in default will continue as an obligation of the City until the amount in default has been fully paid, and the City agrees to pay the same with interest thereon, from the date of default to the date of payment at the rate of 4.00% per annum or any lesser maximum legal rate.

(e) ***Fair Rental Value***. The Lease Payments coming due and payable during each Rental Period constitute the total rental for the Property for such Rental Period, and will be paid by the City in each Rental Period for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of the Property during each Rental Period. The parties hereto have agreed and determined that the total Lease Payments due during each Rental Period are not in excess of the fair rental value of the Property during such Rental Periods. In making this determination, consideration has been given to the estimated fair market value of the Property, the estimated replacement cost of the Property, the uses and purposes which may be served by the Property and the benefits therefrom which will accrue to the City and the general public.

(f) ***Source of Payments; Budget and Appropriation***. The Lease Payments are payable from any source of legally available funds of the City, subject to the provisions of Sections 6.01, 6.03 and 9.01. The City covenants to take such action as may be necessary to include all Lease Payments in each of its annual budgets during the Term of this Lease Agreement and to make the necessary annual appropriations for all such Lease Payments. The covenants on the part of the City herein contained constitute duties imposed by law and it is the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Lease Agreement agreed to be carried out and performed by the City.

(g) ***Allocation of Lease Payments***. All Lease Payments received shall be applied first to the interest components of the Lease Payments due hereunder, then to the principal components of the Lease Payments due hereunder, but no such application of any payments that are less than the total rental due and owing shall be deemed a waiver of any default hereunder.

(h) ***No Offsets***. Notwithstanding any dispute between the Authority and the City, the City shall make all Lease Payments when due without deduction or offset of any kind and shall not withhold any Lease Payments pending the final resolution of such dispute.

(i) ***Payments under this Lease Agreement***. The Authority hereby directs the City, and the City hereby agrees, to pay to the Purchaser (or to its assignees as directed pursuant to Section 7.04 hereof) all payments payable by the City under this Section 4.03 and all amounts payable by the City under Article IX.

Section 4.04. Quiet Enjoyment. Throughout the Term of this Lease Agreement, the Authority will provide the City with quiet use and enjoyment of the Property and the City will peaceably and quietly have and hold and enjoy the Property, without suit, trouble or hindrance from the Authority, except as expressly set forth in this Lease Agreement. The Authority will, at the request of the City and at the City's cost, join in any legal action in which the City asserts its right to such possession and enjoyment to the extent the Authority may lawfully do so. Notwithstanding the foregoing, the Authority has the right to inspect the Property as provided in Sections 5.12(c) and 7.02 hereof.

Section 4.05. Title. At all times after the purchase and during the Term of this Lease Agreement, the City shall hold title to the Property, including all additions which comprise fixtures, repairs, replacements or modifications thereto, subject to Permitted Encumbrances and subject to the provisions of Section 7.02 hereof.

Upon the termination of this Lease Agreement (other than under Section 8.02(b) hereof), all right, title and interest of the Authority in and to the Property shall be transferred to and vested in the City. Upon the payment in full of all Lease Payments allocable to the Property, or upon the deposit by the City of security for such Lease Payments as provided in Section 9.01 hereof, all right, title and interest of the Authority in and to the Property shall be transferred to and vested in the City. The Authority agrees to take any and all steps and execute and record any and all documents reasonably required by the City to consummate any such transfer.

Section 4.06. Release of Excess Property. The City may, at any time and from time to time, release any portion of the Property (the "Released Property") from this Lease Agreement, with the prior written consent of the Authority, which consent shall be at the Authority's sole discretion, and upon satisfaction of all of the following requirements which are conditions precedent to such release:

(a) The City shall certify to the Authority that no Event of Default has occurred and is continuing, and no event giving rise to an abatement of Lease Payments under Section 6.03 hereof has occurred or is continuing with respect to the Property to be remaining following release of the Released Property;

(b) The City shall file with the Authority, and cause to be recorded in the office of the San Bernardino County Recorder, an amendment to this Lease Agreement which deletes the Released Property from the description of the Property;

(c) The City shall file with the Authority a written certificate of the City stating the City's determination that the estimated fair rental value, for each remaining Rental Period and in the aggregate, of the Property remaining after release of the Released Property is at least equal to the remaining Lease Payments for each remaining Rental Period and in the aggregate; and

(d) The City shall file with the Authority such other information, documents and instruments as the Authority shall reasonably request, including (if requested by the Authority) evidence of the insurable value of the Property to be remaining following release of the Released Property, indicating that such value is in excess of the then unpaid

principal component of the Lease Payments and such endorsements to the title policy delivered on the Closing Date.

Upon the satisfaction of all such conditions precedent, the Term of this Lease Agreement will thereupon end as to the Released Property. The City is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such release. The Authority and the City shall execute, deliver and cause to be recorded all documents required to discharge this Lease Agreement of record against the Released Property.

Section 4.07. Substitution of Property.

The City may at any time and from time to time, with the prior written consent of the Authority, substitute other real property (the "Substitute Property") for the Property, or any portion thereof (the "Former Property"), provided that the City satisfies all of the following requirements which are conditions precedent to such substitution:

(i) No Event of Default shall have occurred and be continuing and no event giving rise to an abatement of Lease Payments under Section 6.3 hereof shall have occurred and be continuing with respect to the Substitute Property;

(ii) The City shall file with the Authority, and cause to be recorded in the office of the San Bernardino County Recorder sufficient memorialization of, an amendment of the Lease Agreement which adds to Exhibit B thereto a description of such Substitute Property and deletes therefrom the description of such Former Property;

(iii) The City shall certify in writing to the Authority that such Substitute Property serves the municipal purposes of the City and constitutes property which the City is permitted to lease under the Laws of the State of California, and has been determined to be essential to the proper, efficient and economic operation of the City and to serve an essential governmental function of the City;

(iv) The Substitute Property shall not cause the City to violate any of its covenants, representations and warranties made in this Lease Agreement;

(v) The City shall file with the Authority an appraisal or other written documentation which establishes that the fair market value and the fair rental value of the Substitute Property are at least equal to the present value of the remaining Lease Payments in the aggregate and for each remaining Rental Period, respectively, and that the useful life of the Substitute Property at least equals the lesser of (i) the useful life of the Former Property; or (ii) the final Lease Payment Date of the Lease Payments allocable thereto; and

(vi) In the event of damage or destruction of the Leased Property from earthquake or other uninsured peril, the City shall substitute under this Lease Agreement other unencumbered real property of a value and useful life not less than the outstanding principal component of the Lease Payments and the remaining term of this Lease Agreement.

Upon the satisfaction of all such conditions precedent, the Term of this Lease Agreement shall thereupon end as to the Former Property and shall thereupon commence as to the Substitute Property, and all references to the Former Property shall apply with full force and effect to the Substitute Property. The City shall not be entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such substitution. The Authority and the City shall execute, deliver and cause to be recorded all documents required to discharge the Lease Agreement of record against the Former Property.

ARTICLE V

MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

Section 5.01. Maintenance, Utilities, Taxes and Assessments. Throughout the Term of this Lease Agreement, as part of the consideration for the rental of the Property, all improvement, repair and maintenance of the Property are the sole responsibility of the City, and the City will pay for or otherwise arrange for the payment of all utility services supplied to the Property, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Property resulting from ordinary wear and tear or want of care on the part of the City or any assignee or sublessee thereof. In exchange for the Lease Payments herein provided, the Authority agrees to provide only the Property, as hereinbefore more specifically set forth. The City waives the benefits of subsections 1 and 2 of Section 1932, Section 1933(4) and Sections 1941 and 1942 of the California Civil Code, but such waiver does not limit any of the rights of the City under the terms of this Lease Agreement.

The City will pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Authority or the City affecting the Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City is obligated to pay only such installments as are required to be paid during the Term of this Lease Agreement as and when the same become due.

The City may, at the City's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Authority shall notify the City that, in its reasonable opinion, by nonpayment of any such items the interest of the Authority in the Property will be materially endangered or the Property or any part thereof will be subject to loss or forfeiture, in which event the City will promptly pay such taxes, assessments or charges or provide the Authority with full security against any loss which may result from nonpayment, in form satisfactory to the Authority. The City shall promptly notify the Authority of any tax, assessment, utility or other charge it elects to contest.

Section 5.02. Modification of Property. The City has the right, at its own expense, to make additions, modifications and improvements to the Property or any portion thereof. All additions, modifications and improvements to the Property will thereafter comprise part of the Property and become subject to the provisions of this Lease Agreement. Such additions,

modifications and improvements may not in any way damage the Property, or cause the Property to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, upon completion of any additions, modifications and improvements made thereto under this Section, must be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements.

Section 5.03. Public Liability Insurance. The City shall maintain or cause to be maintained throughout the Term of this Lease Agreement a standard comprehensive general liability insurance policy or policies in protection of the City, the Authority and their respective members, officers, agents, employees and assigns. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Property. Such policy or policies must provide coverage with limits of at least $1,000,000 per occurrence, $3,000,000 in the aggregate, for bodily injury and property damage coverage, and excess liability umbrella coverage of at least $5,000,000, and in all events in form and amount (including any deductibles) satisfactory to the Authority. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City (including, with Authority's prior written consent, a self-insurance program), and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance. The City will apply the proceeds of such liability insurance toward extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 5.04. Casualty Insurance. The City will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease Agreement, casualty insurance against loss or damage to all buildings situated on the Property and owned by the City, in an amount at least equal to the greater of the replacement value of the insured buildings and the aggregate principal amount of the Lease Payments outstanding, with a lender's loss payable endorsement. Such insurance must, as nearly as practicable, cover loss or damage by all "special form" perils. Such insurance shall be subject to a deductible of not to exceed $250,000. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City (including, with the Purchaser's prior written consent, a self-insurance program), and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance. The City will apply the Net Proceeds of such insurance as provided in Section 6.02 hereof.

Section 5.05. Rental Interruption Insurance. The City will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease Agreement, rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of the Property and the improvements situated thereon as a result of any of the hazards covered in the insurance required by Section 5.04 hereof, in an amount at least equal to the maximum Lease Payments coming due and payable during any future 24-month period. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance; provided that such rental interruption insurance shall not be self-insured by the City. The City will apply the Net Proceeds of such insurance towards the payment of the Lease Payments allocable to the insured improvements as the same become due and payable.

Section 5.06. Workers' Compensation Insurance. If required by applicable California law, the City shall carry workers' compensation insurance covering all employees on, in, near or about the Property and, upon request, shall furnish to the Authority certificates evidencing such coverage throughout the Term of this Lease Agreement. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City (including a self-insurance program), and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance.

Section 5.07. Insurance Net Proceeds; Form of Policies. All insurance policies (or riders) required by this Article V and provided by third party insurance carriers shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State, and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten days before the cancellation or revision becomes effective. Each insurance policy or rider required by Sections 5.03, 5.04 and 5.05 hereof and provided by third party insurance carriers shall name the City and the Authority as insured parties and the Authority as loss payee and shall include a lender's loss payable endorsement for the benefit of the Authority. In the case of coverage pursuant to Section 5.03 hereof, the Authority shall be added as an additional insured. Prior to the Closing Date, the City will deposit with the Authority policies (and riders and endorsements, if applicable) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), the City will furnish to the Authority evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V unless such insurance is no longer obtainable, in which event the City shall notify the Authority of such fact.

Section 5.08. Installation of City's Personal Property. The City may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Property. All such items shall remain the sole property of the City, in which the Authority has no interest, and may be modified or removed by the City at any time. The City must repair and restore any and all damage to the Property resulting from the installation, modification or removal of any such items. Nothing in this Lease Agreement prevents the City from purchasing or leasing items to be installed under this Section under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest may attach to any part of the Property.

Section 5.09. Liens. The City will not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, other than as herein contemplated and except for such encumbrances as the City certifies in writing to the Authority do not materially and adversely affect the leasehold estate in the Property hereunder and for which the Authority provides its prior written approval, which approval shall be at Authority's sole discretion. Except as expressly provided in this Article V, the City will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The City will reimburse the Authority for any expense incurred

by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 5.10. Advances. If the City fails to perform any of its obligations under this Article V, the Authority may take such action as may be necessary to cure such failure, including the advancement of money, and the City shall be obligated to repay all such advances as additional rental hereunder, with interest at the rate set forth in Section 4.03(c) hereof.

Section 5.11. Environmental Covenants.

(a) ***Compliance with Laws; No Hazardous Substances***. The City will comply with all Applicable Environmental Laws with respect to the Property and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Property.

(b) ***Notification of Authority***. The City will transmit copies of all notices, orders, or statements received from any governmental entity concerning violations or asserted violations of Applicable Environmental Laws with respect to the Property and any operations conducted thereon or any conditions existing thereon to the Authority, and the City will notify the Authority in writing immediately of any release, discharge, spill, or deposit of any Hazardous Substance that has occurred or is occurring that in any way affects or threatens to affect the Property, or the people, structures, or other property thereon, provided that no such notification shall create any liability or obligation on the part of the Authority.

(c) ***Access for Inspection***. The City will permit the Authority, its agents, or any experts designated by the Authority to have full access to the Property during reasonable business hours for purposes of such independent investigation of compliance with all Applicable Environmental Laws, provided that the Authority has no obligation to do so, or any liability for any failure to do so, or any liability should it do so.

ARTICLE VI

EMINENT DOMAIN; USE OF NET PROCEEDS

Section 6.01. Eminent Domain. If all of the Property shall be taken permanently under the power of eminent domain or sold to a governmental entity threatening to exercise the power of eminent domain, the Term of this Lease Agreement shall cease as of the day possession shall be so taken. If less than all of the Property shall be taken permanently, or if all of the Property or any part thereof shall be taken temporarily under the power of eminent domain, (a) this Lease Agreement shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (b) there shall be a partial abatement of Lease Payments in an amount equal to the application of the Net Proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder, in an amount to be agreed upon by the City and the Authority such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portion of the Property.

Section 6.02. Application of Net Proceeds.

(a) ***From Insurance Award***.

(i) Any Net Proceeds of insurance against damage to or destruction of any part of the Property collected by the City in the event of any such damage or destruction shall be deposited by the City promptly upon receipt thereof in a special fund with the Authority designated as the "Insurance and Condemnation Fund."

(ii) Within 90 days following the date of such deposit, the City shall determine and notify the Authority in writing of its determination either (A) that the replacement, repair, restoration, modification or improvement of the Property is not economically feasible or in the best interest of the City and the Net Proceeds, together with other moneys available therefor, are sufficient to cause the prepayment of the principal components of all unpaid Lease Payments pursuant to Section 9.03 hereof, or (B) that all or a portion of such Net Proceeds are to be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property and the fair rental value of the Property following such repair, restoration, replacement, modification or improvement will at least equal the unpaid principal component of the Lease Payments.

(iii) In the event the City's determination is as set forth in clause (A) of subparagraph (ii) above, such Net Proceeds shall be promptly applied to the prepayment of Lease Payments and other amounts pursuant to Section 9.03 hereof; provided, however, that in the event of damage or destruction of the Property in full, such Net Proceeds may be so applied only if sufficient, together with other moneys available therefor, to cause the prepayment of the principal components of all unpaid Lease Payments, all accrued and unpaid interest, Prepayment Premiums described in Section 9.02 hereof, and all other costs related to such prepayments pursuant to Section 9.03 hereof and otherwise such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Property; provided further, however, that in the event of damage or destruction of the Property in part, such Net Proceeds may be applied to the prepayment of Lease Payments only if the resulting Lease Payments following such prepayment from Net Proceeds represent fair consideration for the remaining portions of the Property and otherwise such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, evidenced by a certificate signed by a City Representative.

(iv) In the event the City's determination is as set forth in clause (B) of subparagraph (ii) above, such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property by the City, and until the Property has been restored to its prior condition, the City shall not place any lien or encumbrance on the Property that is senior to this Lease Agreement without the prior written consent of the Authority, at its sole discretion.

(b) ***From Eminent Domain Award***. If all or any part of the Property shall be taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain) the Net Proceeds therefrom shall be deposited by the City in the Insurance and Condemnation Fund and shall be applied and disbursed as follows:

(i) If the City has given written notice to the Authority of its determination that (A) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under this Lease Agreement, and (B) such proceeds are not needed for repair or rehabilitation of the Property, the City shall so certify to the Authority and the Authority, and the City shall credit such proceeds towards the prepayment of the Lease Payments pursuant to Section 9.03 hereof.

(ii) If the City has given written notice to the Authority and the Authority of its determination that (A) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under this Lease Agreement, and (B) such proceeds are needed for repair, rehabilitation or replacement of the Property, the City shall so certify to the Authority, and the City shall apply such amounts for such repair or rehabilitation.

(iii) If (A) less than all of the Property shall have been taken in such eminent domain proceedings or sold to a government threatening the use of eminent domain powers, and if the City has given written notice to the Authority of its determination that such eminent domain proceedings have materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under the Lease Agreement or (B) all of the Property shall have been taken in such eminent domain proceedings, then the City shall credit such proceeds towards the prepayment of the Lease Payments pursuant to Section 9.03 hereof.

(iv) In making any determination under this Section 6.02(b), the City may, but shall not be required to, obtain at its expense, the report of an independent engineer or other independent professional consultant, a copy of which shall be filed with the Authority. Any such determination by the City shall be final.

(c) ***From Title Insurance***. The Net Proceeds from a title insurance award shall be deposited by the City in the Insurance and Condemnation Fund and credited towards the prepayment of Lease Payments required to be paid pursuant to Section 9.03 hereof.

Section 6.03. Abatement of Lease Payments in the Event of Damage or Destruction. Lease Payments shall be abated during any period in which, by reason of damage or destruction, there is substantial interference with the use and occupancy by the City of the Property or any portion thereof to the extent to be agreed upon by the City and the Authority. The parties agree that the amounts of the Lease Payments under such circumstances shall not be less than the amounts of the unpaid Lease Payments as are then set forth in Exhibit C, unless such unpaid amounts are determined to be greater than the fair rental value of the portions of the Property not

damaged or destroyed, based upon an appropriate method of valuation, in which event the Lease Payments shall be abated such that they represent said fair rental value. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction as evidenced by a Certificate of a City Representative to the Authority. In the event of any such damage or destruction, this Lease Agreement shall continue in full force and effect and the City waives any right to terminate this Lease Agreement by virtue of any such damage and destruction. Notwithstanding the foregoing, there shall be no abatement of Lease Payments under this Section 6.03 to the extent that (a) the proceeds of rental interruption insurance or (b) amounts in the Insurance and Condemnation Fund are available to pay Lease Payments which would otherwise be abated under this Section 6.03, it being hereby declared that such proceeds and amounts constitute special funds for the payment of the Lease Payments.

ARTICLE VII

OTHER COVENANTS OF THE CITY

Section 7.01. Disclaimer of Warranties. THE AUTHORITY MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE CITY OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF. THE CITY ACKNOWLEDGES THAT THE CITY LEASES THE PROPERTY AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE CITY. In no event is the Authority liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease Agreement for the existence, furnishing, functioning or use of the Property by the City.

Section 7.02. Access to the Property; Grant and Conveyance of Right of Entry. The City agrees that the Authority, and the Authority's successors or assigns, has the right at all reasonable times, following at least 48 hours written notice provided to the City, to enter upon and to examine and inspect (to the extent permitted by law and public policy) the Property or any part thereof. The City further agrees that the Authority, and the Authority's successors or assigns shall have such rights of access to the Property or any component thereof, following at least 48 hours written notice provided to the City, as may be reasonably necessary to cause the proper maintenance of the Property if the City fails to perform its obligations hereunder. Neither the Authority nor any of its assigns has any obligation to cause such proper maintenance.

The City further grants, conveys and confirms to the Authority, for the use, benefit and enjoyment of the Authority, its successors in interest to the Property, including the Authority, and its sublessees, and their respective employees, invitees, agents, independent contractors, patrons, customers, guests and members of the public visiting the Property, a right of entry which shall be irrevocable for the Term of this Lease Agreement over, across and under the property of the City adjacent to the Property to and from the Property for the purpose of: (a) ingress, egress, passage or access to and from the Property by pedestrian or vehicular traffic; (b) installation, maintenance

and replacement of utility wires, cables, conduits and pipes; and (c) other purposes and uses necessary or desirable for access to and from and for operation and maintenance of the Property.

Section 7.03. Release and Indemnification Covenants. To the extent permitted by law, the City hereby indemnifies the Authority, and its directors, officers, agents, employees, successors and assigns against all claims, losses and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, or from any work or thing done on the Property by the City or the City's employees, agents, contractors, invitees or licensees, (b) any breach or default on the part of the City in the performance of any of its obligations under this Lease Agreement, (c) any negligence or willful misconduct of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Property, (d) any intentional misconduct or negligence of any sublessee of the City with respect to the Property, (e) the acquisition, construction, improvement and equipping of the Property, (f) the clean-up of any Hazardous Substances or toxic wastes from the Property, or (g) any claim alleging violation of any Applicable Environmental Laws, or the authorization of payment of the costs thereof. No indemnification is made under this Section 7.03 or elsewhere in this Lease Agreement for willful misconduct or gross negligence under this Lease Agreement by the Authority, or its respective officers, agents, employees, successors or assigns. The indemnification hereunder shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease Agreement or the termination of the Term of this Lease Agreement for any reason. The City and the Authority each agree to promptly give notice to each other and the Authority of any claim or liability hereby indemnified against following learning thereof.

Section 7.04. Assignment by the Authority. The Authority may assign its rights, title and interests herein, but no such assignment will be effective as against the City unless and until the Authority has filed with the City at least five Business Days' prior written notice thereof and an executed copy of a letter addressed to the City and the Authority substantially in the form of the letter delivered by the Authority on the Closing Date attached hereto as Exhibit D. The City shall pay all Lease Payments hereunder to the Authority, as provided in Section 4.03(h) hereof, or under the written direction of the assignee named in the most recent assignment or notice of assignment filed with the City. During the Term of this Lease Agreement, the City will keep a complete and accurate record of all such notices of assignment.

Section 7.05. Assignment Agreement and Subleasing by the City. This Lease Agreement may not be assigned, mortgaged, pledged or transferred by the City. The City may sublease the Property, or any portion thereof, with the prior written consent of the Authority, at the Authority's sole discretion, subject to all of the following conditions:

(a) This Lease Agreement and the obligation of the City to make Lease Payments hereunder shall remain obligations of the City, and any sublease shall be subject and subordinate to this Lease Agreement.

(b) The City shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Authority a true and complete copy of such sublease.

(c) No such sublease by the City may cause the Property to be used for a purpose other than as may be authorized under the provisions of the laws of the State.

(d) The City shall furnish the Authority with a written opinion of Bond Counsel stating that such sublease does not cause the interest components of the Lease Payments to become includable in gross income for purposes of federal income taxation or to become subject to personal income taxation by the State.

(e) Any such sublease shall be subject and subordinate in all respects to the Site Lease and this Lease Agreement.

Notwithstanding the foregoing, in connection with any sublease entered into for financing purposes, the principal component of the then remaining Lease Payments plus the principal component of the sublease payments shall not exceed the fair market value of the Property.

Section 7.06. Amendment of Lease Agreement. This Lease Agreement may be amended in writing by the parties hereto.

Section 7.07. Records and Accounts. The City covenants and agrees that it shall keep proper books of record and accounts of its operations, in which complete and correct entries shall be made of all transactions relating to the City. Said books and records shall at all reasonable times be subject to the inspection of the Authority upon 72 hours' prior notice.

Section 7.08. Observance of Laws and Regulations. The City will well and truly keep, observe and perform or cause to be kept, observed and performed all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired and enjoyed by the City, including the City's right to exist and carry on business as a municipal corporation, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default Defined. Any one or more of the following events constitutes an Event of Default hereunder:

(a) Failure by the City to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein.

(b) Failure by the City to observe and perform any material covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in the preceding clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Authority. If, however, in the reasonable opinion of the City the failure stated in the notice can be corrected, but not within such 30-day period, the Authority shall not unreasonably withhold their consent to an extension of such time (for a period not to exceed 60 days) if corrective action is instituted by the City within such 30-day period and diligently pursued until the default is corrected.

(c) The filing by the City of a voluntary petition in bankruptcy, or failure by the City promptly to lift any execution, garnishment or attachment, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar federal or State act now existing or which may hereafter be enacted.

(d) Any statement, representation or warranty made by the City in or pursuant to this Lease Agreement or its execution, delivery or performance shall have been false, incorrect, misleading or breached in any material respect on the date when made.

(e) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which the City is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by the Authority or any affiliate of the Authority, or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of $2,000,000.

(f) Any default by the City to observe any material covenant, condition or agreement on its part to be observed or performed under the Site Lease.

(g) Any court of competent jurisdiction shall find or rule that the Site Lease or this Lease Agreement is not valid or binding against the City.

(h) Any Material Adverse Effect shall exist.

Section 8.02. Remedies on Default. Whenever any Event of Default has happened and is continuing, the Authority may exercise any and all remedies available under law or granted under this Lease Agreement; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the City is expressly made a condition and upon the breach thereof the Authority may exercise any and all rights granted hereunder; provided, that no termination of this Lease Agreement shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. Upon the occurrence and during the continuance of any Event of Default, the Authority may exercise any one or more of the following remedies:

(a) ***Enforcement of Payments Without Termination***. If the Authority does not elect to terminate this Lease Agreement in the manner hereinafter provided for in subparagraph (b) hereof, the City agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained and shall reimburse the Authority for any deficiency arising out of the re-leasing of the Property, or, if the Authority is unable to re-lease the Property, then for the full amount of all Lease Payments to the end of the Term of this Lease Agreement, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for

the payment of Lease Payments hereunder, notwithstanding such entry or re-entry by the Authority or any suit in unlawful detainer, or otherwise, brought by the Authority for the purpose of effecting such re-entry or obtaining possession of the Property or the exercise of any other remedy by the Authority. The City hereby irrevocably appoints the Authority as the agent and attorney-in-fact of the City to enter upon and re-lease the Property upon the occurrence and continuation of an Event of Default and to remove all personal property whatsoever situated upon the Property, to place such property in storage or other suitable place in San Bernardino County for the account of and at the expense of the City, and the City hereby exempts and agrees to save harmless the Authority from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Property and the removal and storage of such property by the Authority or its duly authorized agents in accordance with the provisions herein contained. The City agrees that the terms of this Lease Agreement constitute full and sufficient notice of the right of the Authority to re-lease the Property in the event of such re-entry without effecting a surrender of this Lease Agreement, and further agrees that no acts of the Authority in effecting such re-leasing shall constitute a surrender or termination of this Lease Agreement irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the City the right to terminate this Lease Agreement shall vest in the Authority to be effected in the sole and exclusive manner hereinafter provided for in subparagraph (b) hereof. The City agrees to surrender and quit possession of the Property upon demand of the Authority for the purpose of enabling the Property to be re-let under this paragraph. Any rental obtained by the Authority in excess of the sum of Lease Payments plus costs and expenses incurred by the Authority for its services in re-leasing the Property shall be paid to the City.

(b) ***Termination of Lease***. If an Event of Default occurs and is continuing hereunder, the Authority at its option may terminate this Lease Agreement and re-lease all or any portion of the Property, subject to the Site Lease. If the Authority terminates this Lease Agreement at its option and in the manner hereinafter provided due to a default by the City (and notwithstanding any re-entry upon the Property by the Authority in any manner whatsoever or the re-leasing of the Property), the City nevertheless agrees to pay to the Authority all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments and Additional Payments. Any surplus received by the Authority from such re-leasing shall be applied by the Authority to Lease Payments due under this Lease Agreement. Neither notice to pay rent or to deliver up possession of the premises given under law nor any proceeding in unlawful detainer taken by the Authority shall of itself operate to terminate this Lease Agreement, and no termination of this Lease Agreement on account of default by the City shall be or become effective by operation of law, or otherwise, unless and until the Authority shall have given written notice to the City of the election on the part of the Authority to terminate this Lease Agreement. The City covenants and agrees that no surrender of the Property, or of the remainder of the Term hereof or any termination of this Lease Agreement shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Authority by such written notice.

(c) ***Proceedings at Law or In Equity***. If an Event of Default occurs and continues hereunder, the Authority may take whatever action at law or in equity may appear

necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

(d) ***Remedies under the Site Lease***. If an Event of Default occurs and continues hereunder, the Authority may exercise its rights under the Site Lease.

Section 8.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article VIII it shall not be necessary to give any notice, other than such notice as may be required in this Article VIII or by law.

Section 8.04. Agreement to Pay Attorneys' Fees and Expenses. If either party to this Lease Agreement defaults under any of the provisions hereof and the nondefaulting party should employ attorneys (including in-house legal counsel) or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys (including allocable costs and expenses of in-house legal counsel, if any) and such other expenses so incurred by the nondefaulting party.

Section 8.05. No Additional Waiver Implied by One Waiver. If any agreement contained in this Lease Agreement is breached by either party and thereafter waived by the other party, such waiver is limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 8.06. Judicial Reference.

(a) Judicial Reference. The Authority and the City hereby agree: (i) each proceeding or hearing based upon or arising out of, directly or indirectly, this Lease Agreement, the Site Lease, the Property or any document related thereto, any dealings between the City and the Authority related to the subject matter of this Lease Agreement, the Site Lease or any related transactions, and/or the relationship that is being established between the City and the Authority (hereinafter, a "Claim") shall be determined by a consensual general judicial reference (the "Reference") pursuant to the provisions of Section 638 et seq. of the California Code of Civil Procedure, as such statutes may be amended or modified from time to time; (ii) upon a written request, or upon an appropriate motion by either the Authority or the City, as applicable, any pending action relating to any Claim and every Claim shall be heard by a single Referee (as defined below) who shall then try all issues (including any and all questions of law and questions of fact relating thereto), and issue findings of fact and conclusions of law and report a statement of decision. The Referee's statement of decision will constitute the conclusive determination of the Claim. The Authority and the City agree that the Referee shall have the power to

issue all legal and equitable relief appropriate under the circumstances before the Referee; (iii) the Authority and the City shall promptly and diligently cooperate with one another, as applicable, and the Referee, and shall perform such acts as may be necessary to obtain prompt and expeditious resolution of all Claims in accordance with the terms of this Section 8.7; (iv) either the Authority or the City, as applicable, may file the Referee's findings, conclusions and statement with the clerk or judge of any appropriate court, file a motion to confirm the Referee's report and have judgment entered thereon. If the report is deemed incomplete by such court, the Referee may be required to complete the report and resubmit it; (v) the Authority and the City, as applicable, will each have such rights to assert such objections as are set forth in Section 638 et seq. of the California Code of Civil Procedure; and (vi) all proceedings shall be closed to the public and confidential, and all records relating to the Reference shall be permanently sealed when the order thereon becomes final.

(b) Selection of Referee; Powers. The parties to the Reference proceeding shall select a single neutral referee (the "Referee"), who shall be a retired judge or justice of the courts of the State of California, or a federal court judge, in each case, with at least ten (10) years of judicial experience in civil matters. The Referee shall be appointed in accordance with Section 638 of the California Code of Civil Procedure (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts). If within ten (10) days after the request or motion for the Reference, the parties to the Reference proceeding cannot agree upon a Referee, then any party to such proceeding may request or move that the Referee be appointed by the Presiding Judge of the San Bernardino County Superior Court, or of the U.S. District Court for the Southern District of California. The Referee shall determine all issues relating to the applicability, interpretation, legality and enforceability of this Section 8.7.

(c) Provisional Remedies and Self Help. No provision of this Section 8.7 shall limit the right of either the Authority or the City, as the case may be, to (i) exercise such self-help remedies as might otherwise be available under applicable law, or (ii)) obtain or oppose provisional or ancillary remedies, including without limitation injunctive relief, writs of possession, the appointment of a receiver, and/or additional or supplementary remedies from a court of competent jurisdiction before, after, or during the pendency of any Reference. The exercise of, or opposition to, any such remedy does not waive the right of the Authority or the City to the Reference pursuant to this Section 8.7(c).

(d) Costs and Fees. Promptly following the selection of the Referee, the parties to such Reference proceeding shall each advance equal portions of the estimated fees and costs of the Referee. In the statement of decision issued by the Referee, the Referee shall award costs, including reasonable attorneys' fees, to the prevailing party, if any, and may order the Referee's fees to be paid or shared by the parties to such Reference proceeding in such manner as the Referee deems just.

ARTICLE IX

PREPAYMENT OF LEASE PAYMENTS

Section 9.01. Security Deposit. Notwithstanding any other provision of this Lease Agreement, the City may, on any date, secure the payment of the Lease Payments in whole or in part by depositing with the Authority or a fiduciary reasonably satisfactory to the Authority, in trust, an amount of cash, which shall be held in a segregated trust or escrow fund under a trust or escrow agreement that is in form and content acceptable to the Authority, which cash so held is either (a) sufficient to pay such Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Exhibit C hereto, or (b) invested in whole in non-callable Federal Securities maturing not later than the dates such funds will be required to make Lease Payments or any prepayment in an amount which is sufficient, in the opinion of an independent certified public accountant (which opinion must be in form and substance, and with such an accountant, acceptable to the Authority and addressed and delivered to the Authority), together with interest to accrue thereon and without reinvestment and together with any cash which is so deposited, to pay such Lease Payments when due under Section 4.03(a) hereof or when due on any optional prepayment date under Section 9.02 hereof, as the City instructs at the time of said deposit; provided, however, that at or prior to the date on which any such security deposit is established, the City shall deliver to the Authority an opinion of Bond Counsel (in form and substance acceptable to the Authority) to the effect that any such security deposit will not adversely affect the excludability of the interest component of Lease Payments from gross income of the Authority for federal income tax purposes. In the event of a security deposit under this Section with respect to all unpaid Lease Payments, (i) the Term of this Lease Agreement shall continue, (ii) all obligations of the City under this Lease Agreement, and all security provided by this Lease Agreement for said obligations, shall thereupon cease and terminate, excepting only (A) the obligation of the City to make, or cause to be made, all of the Lease Payments from such security deposit and, to the extent of any deficiency, as rent payable from other legally available funds of the City, and (B) the release and indemnification obligations of the City under subparagraphs (f) and (g) of Section 7.03 hereof, and (iii) under Section 4.05 hereof, the Authority's leasehold interest in the Property will vest in the City on the date of said deposit automatically and without further action by the City or the Authority. The City hereby grants a first priority security interest in and the lien on said security deposit and all proceeds thereof in favor of the Authority. Said security deposit shall be deemed to be and shall constitute a special fund for the payment of Lease Payments in accordance with the provisions of this Lease Agreement and, notwithstanding anything to the contrary herein, Lease Payments therefrom shall not be subject to abatement under Section 6.03 hereof to the extent payable from the funds held by the Authority or the fiduciary as described in the first sentence of this Section 9.01.

Section 9.02. Optional Prepayment.

The City may prepay the principal component of the Lease Payments in full or in part, in such manner as shall be selected by the City, on any date at an amount equal to the principal amount of Lease Payments to be prepaid, together accrued interest to the date fixed for prepayment, without premium.

Section 9.03. Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain. The City shall be obligated to prepay the unpaid principal components of the Lease Payments in whole or in part in such order of prepayment as shall be selected by the City on any date, together with any accrued and unpaid interest, from and to the extent of any proceeds of insurance award or condemnation award with respect to the Property to be used for such purpose under Section 6.02 hereof.

ARTICLE X

MISCELLANEOUS

Section 10.01. Notices. Any notice, request, complaint, demand or other communication under this Lease Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Authority and the City may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the City:	City of Ontario 303 East "B" Street Ontario, CA 91764
If to the Authority:	Ontario Public Financing Authority 303 East "B" Street Ontario, CA 91764

Section 10.02. Binding Effect. This Lease Agreement inures to the benefit of and is binding upon the Authority, the City and their respective successors and assigns.

Section 10.03. Severability. If any provision of this Lease Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 10.04. Net-net-net Lease. This Lease Agreement is a "net-net-net lease" and the City hereby agrees that the Lease Payments are an absolute net return to the Authority, free and clear of any expenses, charges or set-offs whatsoever.

Section 10.05. Further Assurances and Corrective Instruments. The Authority and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be or for carrying out the expressed intention of this Lease Agreement.

Section 10.06. Execution in Counterparts. This Lease Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

Section 10.07. Applicable Law. This Lease Agreement is governed by and construed in accordance with the laws of the State.

Section 10.08. Captions. The captions or headings in this Lease Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Lease Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the Authority and the City have caused this Lease Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

ONTARIO PUBLIC FINANCING AUTHORITY

By _____
Scott Ochoa, Executive Director

CITY OF ONTARIO

By _____
Scott Ochoa, City Manager

ATTEST:

_____
Sheila Mautz
City Clerk

-Signature Page-
Lease Agreement

EXHIBIT A

DESCRIPTION OF THE SITE

EXHIBIT B

DESCRIPTION OF THE FACILITY

1. Refinancing of property purchased from Pietersma Trust and used for the Sports Empire.

EXHIBIT C

SCHEDULE OF LEASE PAYMENTS

Payment Date (April 1)	Principal	Interest	Total Payment	Ending Lease Balance
2027				
2028				
2029				
2030				
2031*				
2032				
2033				

* Final Lease Payment.

SITE LEASE

by and between

CITY OF ONTARIO, CALIFORNIA
as Lessor

and

ONTARIO PUBLIC FINANCING AUTHORITY,
as Lessee

Dated as of April 1, 2026

SITE LEASE

THIS SITE LEASE (this "Site Lease"), dated as of April 1, 2026, is by and between the **CITY OF ONTARIO**, a general law city and municipal corporation, duly organized and existing under and by virtue of the laws of the State of California (the "City"), as lessor, and the **ONTARIO PUBLIC FINANCING AUTHORITY**, a public agency existing under the laws of the State of California (the "Authority"), as lessee.

W I T N E S S E T H :

WHEREAS, pursuant to this Site Lease, the City proposes to lease those certain parcels of real property situated in the City of Ontario, San Bernardino County, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site" or, the "Property"), to the Authority, all for the purpose of enabling the City to acquire and assemble for disposition certain real property to increase the availability of industrial and commercial properties in the City (the "Project"), as defined in the Lease Agreement (defined below); and

WHEREAS, the Authority proposes to lease the Property back to the City pursuant to that certain Lease Agreement, dated as of April 1, 2026 (the "Lease Agreement"), by and between the City and the Authority; and

WHEREAS, the City possesses statutory authority to lease the Property and its governing body has duly authorized the execution and delivery of the Lease Agreement and this Site Lease; and

NOW THEREFORE, for and in consideration of the premises and covenants and conditions hereinafter contained, the parties agree as follows:

Section 1. Definitions. Capitalized terms used, but not otherwise defined, in this Site Lease shall have the meanings ascribed to them in the Lease Agreement.

Section 2. Site Lease. The City hereby leases to the Authority and the Authority hereby leases from the City, on the terms and conditions hereinafter set forth, the Property.

Section 3. Term. The term of this Site Lease shall commence on the Closing Date, and shall end on April 1, 2031, unless such term is extended or sooner terminated as hereinafter provided. Unamortized Lease Payments shall be prepaid on April 1, 2031, via a refinancing or the City may cause such unamortized Lease Payments to be prepaid. If, on April 1, 2031, any Lease Payments (as defined in and as payable under the Lease Agreement) shall not have been paid by reason of abatement, default or otherwise, or provision shall not have been made for their payment in accordance with the Lease Agreement, then the term of this Site Lease shall be extended until such Lease Payments shall be fully paid or provision made for such payment, but in no event later than April 1, 2036. If, prior to April 1, 2031, all Lease Payments shall be fully paid or provision made for such payment in accordance with the Lease Agreement, the term of this Site Lease shall end and this Site Lease shall automatically terminate.

Section 4. Advance Rental Payment. The City agrees to lease the Property to the Authority in consideration of the payment by the Authority of an advance rental payment of $84,000,000.

Section 5. Purpose. The Authority shall use the Property solely for the purpose of leasing the Property to the City pursuant to the Lease Agreement and for such purposes as may be incidental thereto; provided, however, that in the event of default by the City under the Lease Agreement, the Authority and its assigns may exercise the remedies provided in the Lease Agreement.

Section 6. City's Interest in the Property. The City covenants that it is the owner in fee of the Property.

Section 7. Assignments and Subleases. Unless the City shall be in default under the Lease Agreement, the Authority may not assign its rights under this Site Lease or sublet the Property, except as provided in the Lease Agreement. If the City is in default under the Lease Agreement, the Authority (including its successors and assigns under the Lease Agreement) may fully and freely assign and sublease the Property or any portion thereof, this Site Lease and the Lease Agreement.

Section 8. Right of Entry. The City reserves the right for any of its duly authorized representatives to enter upon the Property at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 9. Termination. The Authority agrees, upon the termination of this Site Lease, to quit and surrender the Property in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the City.

Section 10. Default. In the event the Authority shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 30 days following notice and demand for correction thereof to the Authority, the City may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease Agreement shall be deemed to occur as a result thereof and the City shall have no right to terminate this Site Lease as a remedy for such default. Notwithstanding the foregoing, so long as the Lease Agreement remains in effect, the City will continue to pay the Lease Payments to the Assignee.

In the event of the occurrence of an Event of Default under the Lease Agreement, the Authority may (a) exercise the remedies provided in the Lease Agreement, (b) use the Property for any lawful purpose, subject to any applicable legal limitations or restrictions, and (c) exercise all options provided herein.

Section 11. Quiet Enjoyment. The Authority, at all times during the term of this Site Lease, shall peaceably and quietly have, hold and enjoy all of the Property subject to the provisions of the Lease Agreement.

Section 12. Waiver of Personal Liability. All liabilities under this Site Lease on the part of the Authority are solely liabilities of the Authority and the City hereby releases each and every director, officer, employee and agent of the Authority of and from any personal or individual liability under this Site Lease. No director, officer, employee or agent of the Authority shall at any time or under any circumstances be individually or personally liable under this Site Lease for anything done or omitted to be done by the Authority hereunder.

Section 13. Taxes. All assessments of any kind or character and all taxes, including possessory interest taxes, levied or assessed upon the Property or the Authority's interest in the Property created by this Site Lease (including both land and improvements) will be paid by the City in accordance with the Lease Agreement.

Section 14. Eminent Domain. In the event the whole or any part of the Property is taken by eminent domain proceedings, the interest of the Authority shall be recognized and is hereby determined to be the amount of the then unpaid principal component of the Lease Payments, any then unpaid interest component of the Lease Payments and any premium due with respect to the prepayment of Lease Payments to the date such amounts are remitted to the Authority or its assignee, and, subject to the provisions of the Lease Agreement, the balance of the award, if any, shall be paid to the City. The City hereby waives, to the extent permitted by law, any and all rights that it has or may hereafter have to acquire the interest of the Authority in and to the Property through the eminent domain powers of the City. The City hereby agrees, however, to the extent permitted by law, that the compensation to be paid in any condemnation proceedings brought by or on behalf of the City with respect to the Property shall be in an amount not less than the total unpaid principal component of Lease Payments, the interest component of Lease Payments accrued to the date of payment of all Lease Payments and any premium due with respect to the prepayment of Lease Payments under the Lease Agreement.

Section 15. Use of the Proceeds. The City and the Authority hereby agree that the lease to the Authority of the City's right and interest in the Property pursuant to Section 2 hereof serves the public purposes of the City.

Section 16. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall, to any extent, be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding, order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 17. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested, postage prepaid, at the addresses set forth in the Lease Agreement, or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 18. Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the City and the Authority and their respective successors and assigns. The Assignee is hereby made a third party beneficiary hereunder with all rights of a third party beneficiary.

Section 19. Amendment. This Site Lease may not be amended except as permitted under the Lease Agreement.

Section 20. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

Section 21. Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in California.

Section 22. No Merger. Neither this Site Lease, the Lease Agreement nor any provisions hereof or thereof shall be construed to effect a merger of the title of the City to the Property under this Site Lease and the City's leasehold interest therein under the Lease Agreement.

Section 23. Execution in Counterparts. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

(Signature page follows)

IN WITNESS WHEREOF, the City and the Authority have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF ONTARIO

By _____
Scott Ochoa
City Manager

Attest:

_____
Sheila Mautz
City Clerk

ONTARIO PUBLIC FINANCING AUTHORITY

By _____
Scott Ochoa
Executive Director

-Signature Page-
Site Lease

EXHIBIT A

DESCRIPTION OF THE SITE

APN/Parcel ID(s):

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT, dated as of April 1, 2026 (this "Assignment Agreement"), is by and among the ONTARIO PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority duly organized and existing under the laws of the State of California (the "Authority"), the WATER OPERATING FUND, WATER CAPITAL FUND, THE EQUIPMENT SERVICES FUND, AND THE LEAVE LIABILITY FUND OF THE CITY OF ONTARIO, and its successors and assigns (in its capacity as assignee, the "Assignee" or "Purchasing Funds") and the CITY OF ONTARIO (the "City").

B A C K G R O U N D :

1. In order to provide for the refinancing of existing obligations entered into relating to the purchase of real property for use in the Sports Empire (the "Project"), the City is leasing the real property (the "Leased Property") more particularly described in that certain Site Lease, dated as of April 1, 2026 (the "Site Lease"), whereby the City is lessor and the Authority is lessee, and the Authority is leasing the Leased Property back to the City pursuant to that certain Lease Agreement, dated as of April 1, 2026 (the "Lease Agreement"), between the Authority as lessor and the City as lessee. Under the Lease Agreement, the City is obligated to pay annual lease payments (the "Lease Payments") to the Authority in consideration of such lease.

2. The Authority wishes to assign its rights under the Lease Agreement, including but not limited to its right to receive and enforce the Lease Payments, to the Assignee for the purpose of providing the funds required to acquire and assemble real property for the purpose of increasing the industrial and commercial space within the City.

A G R E E M E N T :

In consideration of the material covenants contained in this Assignment Agreement, the parties hereto hereby formally covenant, agree and bind themselves as follows:

SECTION 1. Defined Terms. All capitalized terms not otherwise defined herein have the respective meanings given those terms in the Lease Agreement.

SECTION 2. Assignment. The Authority hereby assigns to the Assignee all of the Authority's rights under the Lease Agreement (excepting only the Authority's rights under Sections 5.11, 7.03 and 8.04 of the Lease Agreement) (the "Assigned Rights"), including but not limited to:

(a) the right to receive and collect all of the Lease Payments from the City under the Lease Agreement,

(b) the right to receive and collect any proceeds of any insurance maintained thereunder with respect to the Leased Property, or any eminent domain award (or proceeds of sale under threat of eminent domain) paid with respect to the Leased Property, and

(c) the right to exercise such rights and remedies conferred on the Authority under the Lease Agreement as may be necessary or convenient (i) to enforce payment of the

Lease Payments and any amounts required to be applied to the prepayment of the Lease Payments, or (ii) otherwise to protect the interests of the Assignee in the event of a default by the City under the Lease Agreement, which rights and remedies may be exercised by the Assignee.

The assignment made under this Section 2 is absolute and irrevocable, and without recourse to the Authority and serves as notice and security of the obligation to pay on the part of the City and the Authority.

SECTION 3. Acceptance. (a) The Authority hereby acknowledges that the Purchase Price has been paid by the Purchasing Funds.

(b) The Authority, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign and transfer to the Purchasing Funds, irrevocably and absolutely, without recourse, all of its right, title and interest in and to the Lease Agreement, including, without limitation, the right to receive the Lease Payments to be paid by the City under and pursuant to the Lease Agreement; provided, however, that the Authority shall retain the rights under the Lease Agreement to indemnification and payment for any costs and expenses. This assignment is irrevocable and absolute and is immediately effective.

(c) The Assignee hereby accepts the assignments made herein for the purpose of securing the payments due under the Lease Agreement to, and the rights under the Lease Agreement of, the Authority.

SECTION 4. Consideration; Deposit of Funds. In consideration of the assignment to the Assignee of the Lease Payments and certain other rights of the Authority under Section 2, the Assignee hereby agrees to deposit the amount of $84,000,000 with the Capital Projects Fund of the City.

SECTION 5. Representations. (a) The Authority represents and warrants to the Assignee as follows:

(i) Enforceability of Assignment Agreement. The Authority has the power, authority, and legal right to execute, deliver and perform this Assignment Agreement, and this Assignment Agreement is a valid, binding, and enforceable obligation of the Authority, except as such enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and by the application of equitable principles; and

(ii) Marketable Title. Good and marketable title to the rights assigned hereunder has been duly vested in the Assignee free and clear of any liens, security interests, encumbrances or other claims other than the rights of the City under the Lease Agreement, and the Authority has not assigned or transferred any of the rights assigned hereunder or any interest in the rights assigned hereunder to any party other than the Assignee.

(iii) Neither the execution and delivery of this Assignment Agreement, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation

of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Authority is now a party or by which the Authority is bound.

(b) Each of the City and the Authority acknowledges and agrees that the Purchasing Funds is acting and has acted solely as lender for its own loan account and not as a fiduciary for the City or the Authority and is not acting as a broker, dealer, municipal advisor or municipal securities underwriter in connection with the execution or delivery of the Lease Agreement or this Assignment Agreement, or any documents relating thereto.

SECTION 6. Covenants. (a) Nonimpairment of Lease. The Authority agrees that it (i) shall not have any right to amend, modify, compromise, release, terminate or permit prepayment of the Lease Agreement, and (ii) shall not take any action that may impair the payment of Lease Payments or the validity or enforceability of the Lease Agreement.

(b) Lease Payments. If the Authority receives any Lease Payments, then the Authority shall receive such payments in trust for the Assignee and shall immediately deliver the same to the Assignee in the form received, duly endorsed by the Authority for deposit by the Assignee.

SECTION 7. Restriction on Transfers. The Assignee shall not have the right to assign, transfer or convey the Lease Agreement or any interest therein or portion thereof.

SECTION 8. Expenses. The fees and disbursements of Special Counsel, the fees and disbursements of the financial advisor to the City or the Authority, fees of Assignee's Counsel and other miscellaneous expenses of the City or the Authority incurred in connection with the offering and delivery of the Lease Agreement shall all be the obligation of the Authority. The Assignee shall not have any responsibility for any expenses associated with the Lease Agreement, including, but not limited to, the expenses identified above as the obligation of the Authority.

SECTION 9. Release and Indemnification. The City shall, to the extent permitted by law, indemnify and save the Assignee, and its respective officers, agents, directors and employees, harmless from and against all claims, losses, liabilities, costs, expenses and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management or operation of, or from any work or thing done on, the Leased Property by the City, including injury or damages to any persons or property arising therefrom, (b) any breach or default on the part of the City in the performance of any of its obligations under the Lease Agreement, or (c) any act of negligence of the City or the Authority or of any of their agents, contractors, servants, employees or licensees with respect to the Leased Property. No indemnification is made under this Section for willful misconduct or negligence by Assignee or its officers, agents, directors or employees. The provisions of this Section shall continue in full force and effect, notwithstanding the termination of the Term of the Lease Agreement for any reason.

SECTION 10. Conditions to Assignee Performance. The Assignee hereby enters into this Assignment Agreement in reliance upon its own due diligence and the representations and warranties of the City contained herein and the representations and warranties to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the City and the Authority of their respective obligations both on the Closing Date. Accordingly,

the obligations of the Assignee under this Assignment Agreement to purchase and to accept the assignment of the Lease Agreement hereunder shall be subject, at the option of the Assignee, to the accuracy in all material respects of the representations and warranties of the City contained herein as of the date hereof, to the accuracy in all material respects of the statements of the officers and other officials of the City and the Authority made in any certificate or document furnished pursuant to the provisions of the Lease Agreement or hereof, to the performance by the City and the Authority of their respective obligations to be performed hereunder and under the Lease Agreement, at or prior to the Closing Date, and also shall be subject to such additional legal opinions, certificates, proceedings, instruments and other documents as counsel to the Assignee or the Assignee may reasonably request to evidence the truth and accuracy, as of the Closing Date, of the representations contained herein and the due performance or satisfaction by the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied.

SECTION 11. Execution in Counterparts. This Assignment Agreement may be executed in any number of counterparts, each of which is an original and all together constitute one and the same agreement. Separate counterparts of this Assignment Agreement may be separately executed by the Assignee, the Authority and the City, both with the same force and effect as though the same counterpart had been executed by the Assignee, the Authority and the City.

SECTION 12. Binding Effect. This Assignment Agreement inures to the benefit of and binds the Authority and the Assignee, and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 13. Fees and Costs. The Authority agrees to pay, or cause the City to pay all fees and costs relating to this Assignment Agreement, the Lease Agreement and any related transactions including financial advisory fees, Bond Counsel fees, fees of the Assignee's counsel or any other fees and costs in connection with this transaction.

SECTION 14. Governing Law. This Assignment Agreement is governed by the laws of the State of California.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement by their duly authorized officers as of the day and year first written above.

ONTARIO PUBLIC FINANCING AUTHORITY

By: _____
Scott Ochoa, Executive Director

CITY OF ONTARIO PURCHASING FUNDS, *as Assignee*

By: _____
Scott Ochoa, City Manager

CITY OF ONTARIO, as City

By: _____
Scott Ochoa, City Manager